

# REQUEST FOR EXPRESSION OF INTEREST



## SELECTION OF INDIVIDUAL CONSULTANT

### CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN

REFERENCE NUMBER: SADC/3/5/2/368

18<sup>th</sup> OCTOBER 2024

1. **The SADC Secretariat** is inviting Individual Consultants to submit their CV and Financial Proposal for **“CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN.** 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 **USD 30,000.00** (Thirty Thousand USD 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 DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN: Reference Number SADC/3/5/2/368”, should be submitted through the virtual link below:  
<https://collab.sadc.int/s/8rY85P3TmBLyt6D>
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **8<sup>th</sup> November 2024 at or before midnight local (Botswana) time.**
7. Your CV will be evaluated against the following criteria.

No.	CRITERIA	Total Points (%)
1	Qualifications and Skills	25
2	General Experience	25
3	Specific professional experience of expert	50
4	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 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 **120 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](mailto:tchabwera@sadc.int)

Copy to: [pchifani@sadc.int](mailto:pchifani@sadc.int) and [sramessur@sadc.int](mailto:sramessur@sadc.int)

The closing date for receipt of requests for clarification shall be **28th October 2024 at 16.00 hours' local time Botswana.**

The closing date for responding to requests for information and clarification shall be **4<sup>th</sup> November 2024 at or before midnight local (Botswana) time.**

All questions received as well as the answer(s) to them will be sent to all pre-selected consultants participating in this procurement process.

**ANNEXES:**

**ANNEX 1: Terms of References**

**ANNEX 2: Expression of Interest Forms**

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

Sincerely,



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**Mr Thomas Chabwera**  
**Head of Procurement Unit**  
**18<sup>th</sup> October 2024**

## ANNEX 1: TERMS OF REFERENCE



(Global Price)

**CONSULTANCY TO DEVELOP THE SADC REGIONAL  
STRATEGIC PLAN AND FRAMEWORK FOR WATER AND  
CLIMATE SERVICES AND THE COSTED ACTION PLAN  
SADC/3/5/2/38**

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## **1.0 BACKGROUND INFORMATION**

### **1.1 Partner country and procuring entity.**

The primary beneficiary of the services to be provided is SADC Secretariat with the Members States of the Southern African Development Community (SADC) being the indirect beneficiaries.

### **1.2 Contracting authority**

The Contracting Authority is SADC Secretariat, represented by its Executive Secretary.

### **1.3 Country background**

The Southern African Development Community (SADC) is an inter-governmental organization headquartered in Gaborone, Botswana. Its goal is to further socio-economic cooperation and integration as well as political and security cooperation among 16 southern African states.

Climate variability and change lie behind much-prevailing poverty, food insecurity, and weak economic growth in the region. Most of the poorest people in the region are food insecure, mainly due to their dependence on climate-sensitive livelihoods – predominantly rain-fed agriculture. Changes are expected in crop production, seasonal water resources, malaria prevalence, crop pests and other climate-sensitive aspects of rural life. Hydro-power production, irrigation resources, fisheries, pastoralism, post-harvest industries, and inhabitants of flood-prone settlements, are all at risk from increased climate variability as a result of climate change.

### **1.4 Current situation in the sector**

Under the framework of the 11th European Development Fund (EDF) Intra-ACP Climate Services and related Applications Programme (ClimSA), the Organisation of African, Caribbean and Pacific States (OACPS) in collaboration with the World Meteorological Organization (WMO) and the European Commission support the climate information services value chain in the SADC region with technical and financial assistance, and infrastructure and capacity building to improve wide access and use of climate information, and to enable and encourage the generation and use of climate services and applications for decision making processes at all levels.

In this regard, the SADC ClimSA Programme supports the strengthening of the climate services value chain with technical and financial assistance, infrastructure, and capacity development to improve and extend access to and use of climate information, and to enable and encourage the generation and use of climate services and applications for decision-making processes, and implementation of adaptation and risk reduction measures at all levels. The added value of the ClimSA Programme is the provision of science-based climate information to increase resilience by adapting to climate change, namely by addressing and reducing climate risks timely and effectively.

The SADC-ClimSA will strengthen the tools to bridge climate services stakeholders and users in climate-sensitive sectors to resource and implement Global Framework for Climate Services (GFCS) at all levels. It will further contribute to six Sustainable Development Goals (SDGs) (1, 2, 5, 7, 13, 15) by (i) building the resilience of poor people and minimizing the risk to climate-related extreme events and early warning, (ii) enhancing food production through improved uptake, access and use of food-security tailored climate



services through engagements of the regional stakeholders (iii) enhancing cooperation between institutions to tackle a major issue of common concern i.e. supports improvement and capacity building on use of climate services for improved adaptation planning from regional down to national and local levels.

The specific objectives of the ClimSA programme are to:

- (1) ensure improved interaction between the users, researchers and climate services providers in the SADC region through structured and strengthened User Interface Platforms (UIPs);
- (2) guarantee the provision of climate services at regional and national levels;
- (3) expand access to climate information.
- (4) enhance the capacity to generate and apply climate information and products; and
- (5) mainstream climate services into policy processes at regional and national levels.

## **2.0 OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall objective**

The Consultant is expected to develop the Regional Strategic Plan and Framework for Water and Climate Services and the respective Action Plan for the SADC region.

The two main objectives of the Regional Framework for the Water and Climate Services RFWCS are the following:

- Provide leadership on weather, water, and climate services delivery by establishing a common vision, identifying key priority capacity needs, and identifying key priority action and resource requirements for service delivery in support of resilience and development within the region; and
- Facilitate integration and coordination of regional institutions and enable them to work together to co-design, co-produce, communicate, deliver, and use weather, water, and climate services for decision-making in climate-sensitive sectors at a regional level, and in turn, support the establishment of National Framework for Water, and Climate Services across the region.

### **2.2 Purpose (Specific Objective)**

The purpose of this assignment is to assist the SADC Climate Service Centre and its partner institutions at the regional level to establish a Regional Strategic Plan and Framework for, Water and Climate Services and the respective Action Plan. This Strategic Plan and Framework will focus on the entire value chain for the production and application of water and climate services, addressing the regional priority areas such as Water, Energy agriculture and food security. These include:

- Identify key stakeholders required in order to develop, deliver and apply better water, and climate services; through the co-design and co-production of products and services (i.e. Ministry of Agriculture, Water, etc.), including the private sector, academia, NGOs and local communities);

- Assessing the baseline capacity of the Regional Climate Centres and Regional Economic Communities to understand current needs and gaps to deliver requested impact-based forecasts and serve user needs.
- Identify and document existing and priority products and services to meet the needs of the weather, water and climate services value chain (users / providers / co-producers / communicators / boundary organizations / enablers / partners);
- Based on the identified user needs, prepare a Regional Strategic Plan and a Regional Framework for Water and Climate Services (RFWCS) (through a consultative process) thereby reinforcing the regional platform for the engagement of all key stakeholders who will act as a coordination and collaboration mechanism to facilitate the identification of needs and priority actions.
- Develop a complementary Action Plan to enable the implementation of the Regional Strategic Plan and a Regional Framework for Water and Climate Services (RFWCS), identifying the key user needs and the key priorities in terms of human, infrastructural, institutional and governance, fiscal and legal capacity improvements needed for the modernization of the SADC-Climate Service Centre to deliver improved services, that are based upon identified user needs for weather, water and climate services.

The Consultant should refer to the Handbook on strategic planning, *Integrated Strategic Planning Handbook* (WMO-No. 1180)<sup>1</sup> and the *Step-by-step Guidelines for Establishing a Regional Framework for Climate Services*, for guidance throughout this process.

### **2.3 Expected Results**

- Regional Strategic Plan and Framework for Water and Climate Services produced
- Costed Action Plan for the implementation of the RFWCS in the SADC region developed
- The RFWCS launched in the SADC region.

## **3.0 ASSUMPTIONS & RISKS**

### **3.1 Assumptions underlying the project.**

Once the Regional Framework for Water and Climate Services is launched SADC will work jointly with Member States to customize and implement it.

### **3.2 Risks**

The following assumptions and risks are made in relation to the assignment: -

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Description of Risk	Level (L/M/H)	Mitigation Measure
<b>Communication risks:</b> The inputs of Member States and regional key stakeholders are critical in the development of the development of the Regional Strategic Plan and the establishment of the Regional Framework for Water and Climate Services (RFWCS). Since collection of data, interviews and meetings with stakeholders and Member States will be done virtually. This may not be the most effective mode of communication for such an assignment.	M	Provide ample notice to stakeholders and Member States to prepare for virtual meetings and ensure virtual connections are available.
<b>Performance risk:</b> There is a risk that the project may not achieve the results as intended, which may lead to additional need for financing and a likely penalty for non-performance.	M	Regular monitoring of implementation
<b>External Hazards Risk:</b> Any event that is beyond the control of the consultant, including natural disasters, health related emergencies. The project may stall or discontinue when such events occur.	M	Mitigation measures to be agreed when risk occurs

## 4.0SCOPE OF THE WORK

### 4.1General

The work to be undertaken is to develop a Regional Strategic Plan and Regional Framework for Water and Climate Services (RFWCS) and the respective Action Plan for modernization of it services to meet user needs for the SADC region.

#### 4.11 Job Description

The works to be undertaken is the development of the Regional Strategic Plan and Framework for, Water and Climate Services and the respective Costed Action Plan and assist the Secretariat to launch the RFWCS through a workshop.

### Methodology

The Consultant is expected to utilise the most expeditious means to obtain the necessary information for this Action. This is expected to be through desktop based literature review, surveys, interviews, a virtual validation workshop towards the end of the assignment and an in person workshop for launching the RFWCS.

**Literature Review:** The Consultant is expected to undertake literature review of the relevant information including Protocols and other agreements on Water and Meteorology ; the RISDP; current Water and Meteorology sectors programmes; regional and national projects; national sector policies, strategies and legal instruments; sector and sub-sectoral studies; founding documents and relevant WMO guidelines and publication. The Consultant is also expected to take into consideration prevailing and current trends and studies relevant to the two sectors for proper incorporation.

**Interviews:** Virtual interviews are to be conducted with the Experts at the SADC Secretariat and Experts from Member States via questionnaire and virtual interviews, and during a validation workshop towards the end of the assignment. (These include, among others, Ministries and Departments of Water and Meteorology in Member States, Experts from RCCs and WMO, The Consultant will determine the most expeditious means of carrying out these interviews and administering the questionnaire.

**SADC Secretariat Facilitation:** The Consultant is expected to liaise closely with the SADC Secretariat and conduct the assignment virtually as much as possible, with the purposes of, gathering information to fill information gaps, verifying accuracy of information already collected and obtaining firsthand appreciation of the status on the ground. The timing and duration of the visit will need to be agreed between Consultant and the SPO (Meteorology)

#### **4.1.2 Geographical area to be covered.**

The Action will cover all the SADC 16 countries, namely 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**

The project is targeting SADC Member States, SADC Regional Organisations, sub-regional and Private Sectors for the Water and Meteorology Sectors. The Action is intended to directly affect the stated groups.

### **4.2 Specific work**

The Consultant, in collaboration with the SADC-CSC and relevant regional and national institutions will be expected to complete this assignment in five main stages (outputs).

#### **(I) Planning and regional user identification**

The planning phase should include the following activities:

- a) Identifying all users and stakeholders within the region
- b) Identifying regional threats, risks, capacities, shortfalls, and developmental needs
- c) Defining collaboration approach, and roles and responsibilities

The Consultant is expected to undertake literature review of the relevant information including Protocols of Meteorology and other SADC sectors and other documents and reports produced under the ClimSA programme.

## **(II) Review of the Regional Climate Centres (RCCs) and Regional Economic Communities (RECs)**

The consultant is required to review of the RCCs and RECs in the region. This phase should include the following activities:

- a) Reviewing the role and operational outputs of RCCs and RECs
- b) Assessing the baseline capacity of the RCCs and RECs to understand current needs and gaps to deliver requested impact-based forecasts and serve user needs.

## **(III) Development of a Regional Framework for Weather, Water and Climate Services (RFWCS)**

This phase should involve the following activities:

- a) Stakeholders' consultation
- b) Establishing the governance framework to govern collaboration across all the elements of the value chain.
- c) Developing the regional framework and costed action plan  
Based on the results of the regional consultation workshops, the regional framework with complementing costed action plans should be developed, detailing the goals and objectives of the framework and the approaches and strategies to be implemented to achieve the goals or expected outcomes. The action plans should also detail the costs and timelines for delivering the RFWCS and improving weather, water, and climate services delivery in the region.
- d) Aligning the RFWCS with the regional plans, policies, and frameworks  
The regional framework should be developed as a strategic component (institutional mechanism tool) that aligns with the sustainable development goals, regional development plans, regional meteorological policies, and sector-specific development plans within the region. The framework should assist RECs, RCCs and their supporting institutions to coordinate interaction amongst regional producers, users, stakeholders, and institutions along the services value chain with the aim to enhance resilience to the impacts of extreme events, engender integration, and promote sustainable development within the region.

## **(IV) Regional action plan validation**

### **(V) Launch the RFWCS**

This should involve all relevant stakeholders, international organizations, and development partners.

## **4.3 Project management**

### **4.3.1 Responsible body**

The Infrastructure Directorate will be responsible for managing the contract.

#### **4.3.2 Management Structure**

The Infrastructure Directorate is headed by a Director overseeing five (5) units being Transport, ICT, Water, Energy and Meteorology.

This project will be managed by the Senior Programme Officer (SPO) Meteorology. The SPO will oversee the progress of the project, provide feedback as necessary. The SPO Meteorology will act as the liaison person between the directorate and the consultant.

Any deviation from the agreed contract, deviation from agreed timeline shall be submitted to the Director for Infrastructure for approval.

The contract, fund disbursement, report sign off may only be done by the Director for Infrastructure.

### **5.0 LOGISTICS AND TIMING**

#### **5.1 Location**

- i) The assignment will be undertaken in the Consultant's country of residence.
- ii) The consultant will also conduct virtual engagements and email messaging with stakeholders.
- iii) For the launching of the RFWCS the consultant will travel to the venue of the event which will be in one of the SADC Member States.

#### **5.2 Start date & period of implementation.**

- (i) 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 six (6) months from the date of signing the agreement by last party.
- (ii) The Consultant is expected to present a detailed implementation schedule (in the form of a bar chart or Gantt chart), specifying activities to be undertaken, entities to be consulted and estimates for start-up, duration and completion of each activity in the inception report.

### **6.0 REQUIREMENTS**

#### **6.1 Staff**

The Consultant shall be an individual who is suitably qualified with extensive experience and knowledge of climate and meteorology. The successful consultant should also have demonstrable competence in strategic planning and project management.

#### ***Qualifications and skills***

- Advanced University degree in meteorology, hydrology, environmental sciences, or related discipline.
- Excellent stakeholder engagement skills.
- Excellent oral and written communication skills. Proven analytical and writing skills.

- Fluency in English is essential, knowledge of French and/or Portuguese is an added advantage.
- Ability to analyze complex information without bias;
- Displays cultural, gender, religion, race, age sensitivity and adaptability.
- An action-oriented approach and strong drive for results.
- Demonstrates strong negotiation, facilitation, and communication skills; and
- Ability to work with multiple stakeholders across a range of discipline.

### *General professional experience*

- Minimum 5 years of professional experience in strategic planning and management and organizational change in developing countries.
- A high level of understanding of the roles of national meteorological and hydrological services and regional climate centres in developing countries.
- Minimum 5 years of experience in the design, management and evaluation of complex, multi-disciplinary capacity building programmes involving national governments, civil society and international organizations.
- Minimum 5 years of experience working with multiple stakeholders on writing a strategic document.
- Experience in regional and national frameworks for climate services.
- Experience in strategic management, *strategic planning*, governance.
- Ability to anticipate and understand client needs, formulate clear strategic plans, prioritize interventions, and determine resources need according to priorities. Ability to develop innovative solutions to address challenging situations.

### *Specific professional experience*

- Minimum 5 years' experience working in the SADC Region and excellent knowledge and demonstrated experience in providing analysis and formulation of Legal Instruments including International Agreements, Protocols, Policies, Legal documents etc.;
- Ability to assess country's hazards, vulnerabilities, and risks.
- Demonstrated abilities and contributions to policy and guideline formulation, resource mobilization, team building, team leadership and management, preferably in a capacity related to the UN system.
- Demonstrated experience/ability to design and deliver capacity needs assessments in the context of provision and delivery of weather, water and climate information and products;

### **6.1.2 Support Staff and Backstopping**

The consultant will provide support facilities to their team of experts (back-stopping) during the implementation of the contract. The backstopping and support staff costs will be included in the global price.

### **6.2 Office accommodation**

The assignment will be home-based. The Consultant shall not be allocated office space.

### **6.3 Facilities to be provided by the Consultant.**

- (i) The Consultant is expected to use his own tools when conducting the research, analysing and drafting the required documents; and
- (ii) Should there be a need, the SADC Secretariat will facilitate access to related reports and strategic documents at the SADC-HQ in Gaborone, Botswana

### **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**

No expenditure verification report required.

## **7.0 REPORTS**

### **7.1 Reporting requirements**

- (i) The Consultant will work under the overall supervision of the Infrastructure Directorate; and
- (ii) Correspondences with the SADC Secretariat will be done through Microsoft Teams meeting, through emails and phone calls.
- (iii) There must be a final report and a final invoice at the end of the period of implementation of the tasks. The draft final report must be submitted at least 15 calendar days before the end of the period of implementation of the tasks.
- (iv) Each report must consist of a narrative section and a financial section.
- (v) The Expert shall work with the Secretariat up to the end of the assignment, shall have delivered the following in electronic format.
- (vi) Table 1 gives the list the reporting document required and their respective timelines

Table 1: List of documents to be submitted by consultants and the timeline.



<b>Name of report</b>	<b>Content</b>	<b>Time of submission</b>
Inception report	A final detailed inception report outlining the consultant's understanding of the assignment and the approach to be employed	No later than 20 days after the start of implementation
The planning and regional user identification report.	As necessary	As necessary
The review of the RCCs and RECs report	Short description of achievements including problems encountered and recommendations.	No later than 15 days before the end of the implementation period.
First Draft Regional Strategic plan and Framework for Water and Climate Service and costed Action Plan, including regional stakeholder workshop report outlining the outcomes of the consultations	The first draft of the Regional Strategic plan and Framework for Water and Climate Service and costed Action Plan, in word with track changes and comments made.	No later than four (4) months from the commencement date of the consultancy services.
The final a regional action plan and a costed action plan, together with stakeholder validation of the RFWCS, with technical input from relevant stakeholders, and presentation of the RFWCS and Action Plan at the launch the RFWCS.	The final draft RFWCS in word shall include all the comments, corrections, clarifications and input received during the Validation Workshop	No later than four (4) weeks following the validation workshop.

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

- 20% of contract value upon submission and acceptance by SADC of the assignment inception report.

- 30% of contract value upon submission and acceptance by SADC of the First Draft Regional Strategic plan and Framework for Water and Climate Service and costed Action Plan,
- 40% upon submission and acceptance by SADC of the final drafts
- 10% upon submission and acceptance by SADC after the launching of the RFWCS.

## **7.2 Submission & approval of reports**

Copies of the reports referred to above must be submitted to the Senior Programme Officer (SPO) Meteorology. The reports must be written in English and in Microsoft Office Word format.

## **8.0 MONITORING AND EVALUATION**

### **8.1 Definition of Indicators**

- The Consultant shall be required to ensure that reporting is done against measurable indicators that is timeliness of submissions and quality of deliverables as per the objectives set out in this ToR and as listed in Table 1 of Section 7.1.

### **8.2 Special Requirements**

- The Consultant shall report on progress of achievement through bi-monthly virtual meeting with the SPO -Meteorology.
- The Consultant shall declare any potential conflict of interest between the provision of the requested services, and other activities in which he/she might be engaged.

## **9.0 BUDGET FOR CONSULTANCY**

The Consultant's totals cost shall be covered by the ICP Intra ACP Climate Services and Applications Budget Line; and Payments will be performance based (upon submission of deliverables/meeting milestones as indicated). The maximum budget for the assignment is USD\$30,000.00 (inclusive of travels and DSA for consultant's attendance in the launching of the RFWCS).

## ANNEX 2: Expression of Interest Forms

<u>A.</u>	<u>COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT</u>	..20
<u>B.</u>	<u>CURRICULUM VITAE</u> .....	22
<u>C.</u>	<u>FINANCIAL PROPOSAL</u> .....	27

COVER LETTER FOR THE EXPRESSION OF INTEREST FOR CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN

REFERENCE NUMBER: SADC/3/5/2/368

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN**, in accordance with your Request for Expression of Interests number **SADC/3/5/2/368**, dated **11<sup>th</sup> October 2024** for the sum of USD .....[..... US Dollars]. 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'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.

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: \_\_\_\_\_

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## B. CURRICULUM VITAE

*[insert full name]*

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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: *[insert the physical 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>
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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]	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	[indicate the exact name and title and if it was a short term or a long term position]	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
[indicate the month and the year]	[indicate the country and the city]	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	[indicate the exact name and title and if it was a short term or a long term position]	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
[indicate the	[indicate the	<b>Name of the Company:</b>	[indicate the exact	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b>



Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>month and the year]</i>	<i>country and the city]</i>	<i>Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>name and title and if it was a short term or a long term position]</i>	<i>Brief description of the Assignment: Responsibilities:</i>
..... ..	..... ....	..... ....	.....	.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<i>Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:</i>

**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 above<sup>1</sup>, 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

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<sup>1</sup> 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.

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**C. FINANCIAL PROPOSAL**

**CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN: SADC/3/5/2/368.**

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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<sup>1</sup> Delete items that are not applicable or add other items as the case may be.

## ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

**CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN: SADC/3/5/2/368.**

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 THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN**

**AND WHEREAS** the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and is willing to perform these Services;

NOW/ THEREFORE THE PARTIES hereby agree as follows:

### 1. Definitions

For the purpose of this contract the following definitions shall be used:

- 1.1 **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.2 **Contract Value** means the total price of the Financial Proposal included in the Individual Consultant's quotation dated (.....) for the project **CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN-Reference Number: SADC/3/5/2/368** and reflected as such in Annex 2 of this Contract.

- 1.3 **Data Subject** means a natural person (i.e., an individual) who can be identified, directly or indirectly, by reference to Personal Data.
- 1.4 **Individual Consultant** means ..., the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest for **CONSULTANCY TO DEVELOP THE SADC REGIONAL STRATEGIC PLAN AND FRAMEWORK FOR WATER AND CLIMATE SERVICES AND THE COSTED ACTION PLAN- Reference Number: SADC/3/5/2/368.**"
- 1.5 **Personal Data** means any information relating to an identified or identifiable living natural person. This may include an identifier such as a name or audio-visual materials, an identification number, location data or an online identifier; it may also mean information that is linked specifically to the physical, physiological, genetic, mental, economic, cultural, or social identity of a Data Subject. The term also includes data identifying or capable of identifying human remains.
- 1.6 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.
- 1.7 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to her in this Contract and her details are as follows:

Deputy Executive Secretary – Regional Integration  
Southern African Development Community (SADC)  
Plot 54385 New CBD.  
Private Bag 0095 Gaborone,  
BOTSWANA.  
Telephone: +267 395 1863

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

## 2. THE SERVICES

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

## 3. EFFECTIVE DATE AND DURATION

- 3.1 This Contract shall enter into force on the date of its last signature by either of the Parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.

3.2 The duration of the Contract shall be six (6) 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 **USD (United States 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 authorization of the Procuring Entity.
2. Subject to Clause 13.3.3.1 above, Personal Data may only be transferred to a jurisdiction or international organization that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Procuring Entity, the Individual Consultant as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.
3. The Individual Consultant shall ensure the following before transferring Personal Data:
  - (a) the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws; the party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of

protection; processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Procuring Entity;

(b) and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

#### **13.3.4 Information Security**

13.3.4.1 The Procuring Entity must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law.

13.3.4.2 The Individual Consultant undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Procuring Entity.

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

#### **13.3.5 Personal Data Breach**

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

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

13.3.5.3 The notification must provide the following information: a description of the nature of the data breach; a list of Data Subjects affected; and the security measures implemented or to be implemented to address the data breach. The Individual Consultant shall cooperate with the Procuring Entity and take reasonable steps as directed by the Procuring Entity to assist the investigation, mitigation, and remediation of such Personal Data breach.

#### **13.3.6 Records**

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

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

Processing carried out on behalf of the Procuring Entity; where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and a general description of the security measures implemented by the Individual Consultant.

#### **13.3.7 Sub-Processing**

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

#### **13.3.8 Deletion or Return of Personal Data**

13.3.8.1 Upon the expiration of the Contract, or termination of the Contract, the Individual Consultant shall immediately cease processing Personal Data under its possession or control.

13.3.8.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Individual Consultant shall, at the written direction of the Procuring Entity, securely return or delete Personal Data including any copies of it.

13.3.8.3 The Individual Consultant shall provide the Procuring Entity with written certification that it has fully complied with the provisions of this Clause.

13.3.8.4 If the Individual Consultant is required by law to retain the Personal Data, the Individual Consultant shall advise the Procuring Entity accordingly.

### **14 SUSPENSION OR TERMINATION**

14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 14.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s) he gives a 30 days' prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of Force Majeure, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

## **15 NO WAIVER**

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

## **16 VARIATIONS**

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

## **17 GOVERNING LAW**

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

## **18 SETTLEMENT OF DISPUTES**

- 18.1 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably.

- 18.2 In the event that, through negotiation, the Parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of this Agreement, the Parties shall settle the dispute by arbitration.
- 18.3 The arbitral tribunal shall consist of three arbitrators. Each Party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within fifteen (15) days of receipt of the request for arbitration either Party has not appointed an arbitrator, or within seven (7) days of the appointment of the arbitrators the third arbitrator has not been appointed, either Party may request an appointing authority agreed by the Parties to appoint an arbitrator.
- 18.4 If no appointing authority has been agreed upon by the Parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within thirty (30) days of the receipt of a Party's request therefor, either Party may request the Chairperson of the Law Society of Botswana, to appoint the third arbitrator.
- 18.5 The appointing authority shall, at the request of one of the Parties, appoint the sole arbitrator as promptly as possible.
- 18.6 The procedure of arbitration shall be fixed by the arbitral tribunal, which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 18.7 The decisions of the arbitral tribunal shall be final and binding upon the Parties.
- 18.8 The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

## **19. PRIVILEGES AND IMMUNITIES**

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

## **20. ENTIRE AGREEMENT**

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

**The following Annexes are integral part of this Contract:**



**Annex 1: Terms of Reference**

**Annex 2: Payment Schedule and Requirements**

Signed in the English language by:

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

## 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 <sup>1</sup>	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

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

- 20% of contract value upon submission and acceptance by SADC of the assignment inception report.
- 30% of contract value upon submission and acceptance by SADC of the First Draft Regional Strategic plan and Framework for Water and Climate Service and costed Action Plan,
- 40% upon submission and acceptance by SADC of the final drafts
- 10% upon submission and acceptance by SADC after the launching of the RFWCS.

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.