

# **REQUEST FOR EXPRESSION OF INTEREST**



## **SELECTION OF INDIVIDUAL CONSULTANT**

### **INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME – PHASE 2 (TTTFP2)**

**REFERENCE NUMBER: SADC/3/5/2/404**

**22 September 2025**

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

**“INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME – PHASE 2 (TTTFP2)”**

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's financial interests; or*
- f) they are not being currently subject to an administrative penalty.*

3. The maximum budget for this contract is **USD287,370.82** (Two Hundred Eighty-Seven Thousand Three Hundred Seventy United States Dollars and Eighty-Two Cents 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 **“INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME –PHASE 2 (TTTFP2) – REFERENCE NUMBER SADC/3/5/2/404** should be submitted through the **COLLAB** Link: <https://collab.sadc.int/s/FAgyf6bQZ9B5s7b> by the deadline.

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **13 October 2025 at or before midnight local (Botswana) time.**
- *Bidders are advised to submit their proposals during working hours (7:30am to 16:30pm) 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
<b>Total</b>	<b>100</b>

#### Technical Evaluation

The minimum technical score required to pass is 70 points. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

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

#### Financial evaluation

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

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

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

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

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

(i) **PRICES:**

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

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(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 [dtimbo@sadc.int](mailto:dtimbo@sadc.int) and [cnsusa@sadc.int](mailto:cnsusa@sadc.int)

The closing date for receipt of requests for clarification shall be **2 October 2025 at midnight local time Botswana.**

The closing date for responding to requests for information and clarification shall be **6 October 2025 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.

11. **Suspension Clause:** The procurement process is subject to signing of financing agreement for this project between SADC Secretariat and the European Union. The process may therefore be suspended in the case of non-availability of funding. If the financing agreement is not signed, the Request for Expressions of Interest shall be inevitably cancelled.

**ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Expression of Interest Forms**

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

D.

**Sincerely,**

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**Mr Thomas Chabwera**

**Head of Procurement Unit.**



## **ANNEX 1: TERMS OF REFERENCE**



**(Global Price)**

**INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE  
TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME  
–PHASE 2 (TTTFP2)**

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## **BACKGROUND INFORMATION**

### **1.1 Partner country and Procuring Entity**

Southern African Development Community Secretariat (SADC Secretariat).

### **1.2 Contracting authority**

Southern African Development Community Secretariat (SADC Secretariat).

### **1.3 Country background**

The Tripartite Transport and Transit Facilitation Programme targets the Member / Partner States of Common Market for Eastern and Southern Africa, (COMESA), East African Community (EAC) and SADC. The three RECs under the framework of the Tripartite Free Trade Area Agreement (TFTA) are committed to jointly address the harmonisation of trade and transport facilitation policies, laws, regulations, standards and systems. In addition to implementing the TFTA, the Tripartite member states are also party to and are implementing the African Continental Free Trade Agreement (AfCFTA)..

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

The Tripartite RECs under framework of the Tripartite Free Trade Area Agreement, which came into force in July 2024, implemented the first phase of TTTFP to develop road transport infrastructure and services in a harmonized and coordinated manner. The goal is to achieve efficient, seamless, integrated and cost-effective cross-boundary infrastructure networks and services that will enable economic development, regional integration and poverty alleviation to take place.

Under the EU funded TTTFP-Phase 1, the Tripartite RECs and Member/Partner States have established the basic statutory frameworks for road transport market liberalization and harmonization, through the Vehicle Load Management Act (VLMA), the Multilateral Cross Border Road Transport Agreement (MCBRTA) and corresponding model laws and regulations. The Tripartite Sectoral Ministerial Committee on Infrastructure (TSMCI) approved the VLMA and MCBRTA in October 2019. These legal instruments were also legally cleared by the Tripartite Sectoral Ministerial Committee on Legal Affairs (TSMCLA) in September 2020 and adopted by the Tripartite Council of Ministers on 29th March 2023. Currently, at least 14 beneficiary Member States have started domesticating and implementing elements of the VLMA and MCBRTA. The draft frameworks now await consideration, signing and ratification by the Tripartite Heads of State and Governments.

A successor program to the TTTFP to be called TTTFP Phase 2 [TTTFP2] has been designed and is the subject of these ToRs. The EU through the Global Gateway Initiative will fund the TTTFP2.

### **1.5 Related programmes and other donor activities**

The EU AUC Institutional Support in the Domain of the Governance of Road Transport at AUC, COMESA, EAC and SADC and other RECs under the NDICI-Global Europe targets the design, construction, maintenance and investment in infrastructure to support regional integration and the implementation of the AfCFTA. These programmes are aligned and



are complimentary to TTTFP2. The outputs of TTTFP Phase 1 have been endorsed by the AUC as part of the framework for developing a harmonised road transport framework for the African continent.

The goal of the programme is to bring Africa's transport and transit policy to convergence to achieve connectivity to support the AfCFTA. The programme also seeks to facilitate the achievement of the following SDG goals number 8- mandates policies fostering economic growth with a focus on social justice and inclusive employment, SDG 1-end to poverty in all its manifestations by 2030 and SDG 5- Achieve gender equality and empower all women and girls.

The EU funded AUC programme and TTTFP 2 are interrelated and complementary. RECs have been defined as the building blocks to Africa's integration. COMESA, EAC and SADC have gone further by implementing joint programmes including TTTFP. To ensure that the programmes produce mutually reinforcing results, joint activities to foster alignment, coordination, knowledge and information sharing shall be implemented. In addition project governance and monitoring shall be interlinked.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall objective**

The overall objective of the project of which this position will be a part, is to support the SADC Secretariat in coordinating the development and implementation of trade and transport facilitation programmes in the Tripartite region. The TTTFP2 is designed to facilitate the harmonization and liberalisation of road transport in Eastern and Southern Africa in support of the implementation of the EAC Customs Union, the Free Trade Agreements for COMESA, SADC, Tripartite (COMESA-EAC-SADC) (TFTA) and the African Continental Free Trade Agreements (AfTFCA).

### **2.2 Purpose**

The purposes of this assignment and position are as follows:

1. Provide program leadership, management and technical advisory services for the implementation of the TTTFP2.
2. Support the Directorate of Infrastructure at SADC Secretariat (Directorate of Infrastructure) in its role as Contracting Authority for the Tripartite Transport and Transit Facilitation Programme Phase 2 [TTTFP-2] to coordinate and manage the Tripartite RECs (COMESA, EAC and SADC) transport and transit facilitation agenda;
3. Coordinate and manage the TTTFP2 Programme Management Unit
4. Support the SADC Directorate of Infrastructure in coordinating the implementation of the SADC Transport, Communications and Meteorology Protocol (PTCM) and
5. Enhance the capacity of the SADC Directorate of Infrastructure to implement transport and trade facilitation and corridors development programmes.

### **2.3 Results to be achieved by the contractor/consultant.**

The Programme Manager TTTFP2 as the lead of the Project Management Unit, shall contribute towards the achievement of the following results.

- a) TTTFP-2 is successfully designed, launched, managed, implemented and monitored;
- b) Project formulation, implementation and coordination in trade and transport facilitation by Tripartite RECs, Corridor Management Institutions (CMIs) and the AUC is enhanced.
- c) TTTFP 2 governance, monitoring and evaluation is consultative and managed efficiently.
- d) TTTFP2 implementation is implemented according to approved work plan and within budget.

### 3. ASSUMPTIONS & RISKS

#### 3.1 Assumptions underlying the project.

The TTTFP 2 logical framework identified the following key assumptions;

- Political stability in the region.
- Commitment from COMESA, EAC and SADC Member States to deepen the regional integration processes and open to investment.

#### 3.2 Risks

The following risks have been identified and a risk mitigation has been developed.

Risks	Risk level	Mitigating measures
Lack of commitment from COMESA, EAC and SADC Member States to deepen the regional integration processes and encourage developing sound frameworks for liberalisation of road transport markets.	M	The Tripartite Member States have shown commitment by adopting and starting the implementation of the VLM, MCBRTA and ARSO standards. All but two Members of the Tripartite have signed and ratified the AfCFTA which contains commitments for trade liberalisation and the trade in service sector and Africa's' industrialisation. This demonstrates political will and commitment to regional integration. Policy dialogue with Member States and the Private Sector will be constantly conducted to ensure consensus and collaboration on implementation of required reforms.
SADC Secretariat may not have sufficient capacity to effectively manage the Programme	M	The Programme will be adequately staffed and supported by technical assistance
Different levels of capacity among COMESA, EAC and SADC Member States and key stakeholders	M	The Programme will aid domesticate the VLMA, MCBRTA and standards and to operationalise the systems. In addition capacity building and <i>ad-hoc</i> assistance adapted to the needs/capacities of individual countries will be provided. The assistance will also be adapted to the capacities of each stakeholder.

<b>Risks</b>	<b>Risk level</b>	<b>Mitigating measures</b>
Risk that the countries priorities do not match the proposed support by the Programme.	M	This risk shall be mitigated by a formally agreed regional action plan detailing the proposed support, duly acknowledge by the Member Countries and translated into their own TTTFP national action plans.

## **4. SCOPE OF THE WORK**

### **4.1 General**

#### **4.1.1 Project Description**

The Programme Manager shall lead, coordinate, manage and provide technical advisory services to COMESA, EAC and SADC on the implementation of the TTTFP2..

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

COMESA, EAC and SADC Member States.

#### **4.1.3 Target groups**

TTTFP 2 will provide support to the Tripartite RECs and Member States policy and regulatory bodies and private sector road transport operators and stakeholders in trade, transport and logistics sector to implement regional road transport sector regulatory reforms. The program will enhance capacity to Member States to ensure accelerated transposition / domestication of regional agreements and instruments at national level.

### **4.2 Specific work**

The PAO will be responsible for project management and administrative support services of the following TTTFP 2 project management areas:

#### **4.2.1 Project management**

Under the direction of the SADC Director for Infrastructure and the TTTFP2 Project Steering Committee, the Project Manager shall provide advisory, leadership, project management and coordination services in the implementation of the TTTFP 2. TTTFP 2 Program Management Unit (PMU) shall be hosted by SADC as TTTFP2 Contracting Authority and shall comprise of Individual Consultants recruited specifically for the PMU, seconded SADC staff and the teams of Experts from firms and individual consultants engaged in the implementation of the TTTFP-2.

#### **4.2.2 Specific Work for the Programme Manager**

The main tasks to be performed by the Programme Manager are to:

- a) Coordinate the work of the TTTFP 2 Programme Management Unit to be hosted by SADC Secretariat as the lead REC and the Contracting Authority for TTTFP 2, in collaboration with COMESA and EAC Secretariats.

- b) Oversee and coordinate the work of the Technical Assistance Service Contractor, other consulting teams and Individual Consultants engaged to implement the TTTFP2.
- c) Coordinate the preparation and implementation of the annual budget for TTTFP2 and manage its implementation including facilitating audits and implementation of measures presented in audits reports
- d) Coordinate the setting up and operations of TTTFP governance and oversight processes by facilitating the convening meetings of the Programme Steering Committee and other statutory structures such as the Tripartite Infrastructure Sub-Committee, the Tripartite Task Force, technical, REC and Tripartite Ministerial meetings. The PM shall coordinate the implementation and monitoring of decisions made by these organs, which apply, to TTTFP2.
- e) Participate in the Transport Thematic Group meetings and or equivalent structures in COMESA, EAC, SADC, Tripartite and AUC level. The PM shall coordinate the implementation and monitoring decisions made by these structures, which apply, to TTTFP2.
- f) Coordinate the planning and implementation of the TTTFP 2, including advising on the fulfilment of the performance and outputs expected from the Consultants (firms and Individuals) contracted to provide Technical Assistance and other services under the TTTFP2. This will also include but is not limited to overseeing management of contracts, the approval of reports, verification of deliverables, time sheets, invoices, proposals, annual work plans / programmes, managing requests for technical assistance, provision of technical assistance and submission of periodic reports such as Inception, Quarterly, Semi-Annual, Annual and Final Reports ensuring that standards, quality and schedules are met.
- g) Manage and coordinate the planning, development, implementation of complementary activities to support the technical assistance actions including workshop, meetings, training, study visits and capacity building activities.
- h) Plan and coordinate the procurement of services such translation of documents and reports, interpretation services, travel and logistics for workshops and meetings and office accommodation and office support services for the Program Management Unit.
- i) Oversee in collaboration with individual Consultants and or the Team Leaders of the TA Service Contractor, other Consultants, REC Secretariats, Member States, the recruitment, deployment and the work of the team of experts, including ensuring that they fulfil their terms of reference, deliverables, and reporting requirements;
- j) Coordinate the development and implementation of the TTTFP 2 Monitoring and Evaluation Plan and Logical Frame, including updating and tracking programme indicators; Ensure that monitoring systems and operational procedures are in place, functional, conform to the SADC, Tripartite and EU requirements and that these deliver the evidence for meeting the targets agreed under the TTTFP Description of the Action.
- k) Facilitate the planning and implementation of the baseline, annual and final evaluation of the TTTFP2.

- l) Coordinate the development and implementation of the Communication and Visibility activities of the TTTFP 2 including development and production of newsletters, flyers, brochures and other documents and disseminating same through platforms such roadshows, seminars, journals, REC and TTTFP website and other appropriate media in line with SADC Communication and Visibility Policy and Guidelines
- m) Assist the SADC Director of Infrastructure in improving the Directorate's strategic planning and implementation capacity on Transport and Trade Facilitation;
- n) Facilitate and support the COMESA, EAC and SADC in the drafting and presentation of documents for REC and Tripartite technical, senior officials, Ministerial and Heads of State and Governance meetings;
- o) Support the COMESA, EAC and SADC in the drafting and presentation of terms of references, concept notes and strategic documents on Transport and Transit Facilitation, Trade in Services (transport and distribution sector) or related areas, as well as implementation and monitoring reports;
- p) Promote the coordinated implementation of the various elements of the Transport and Transit Facilitation Programme in Member States;
- q) Champion TTTFP and represent the Tripartite RECs at workshops, conferences and meetings.
- r) Perform other duties and tasks as may be requested by COMESA, EAC and SADC and the TTTFP governance and programme management structure.

### **4.3 Project management**

#### **4.3.1 Responsible body**

SADC Secretariat-Directorate of Infrastructure -TTTFP 2 Program Management Unit.

#### **4.3.2 Management structure**

The Program Manager and the Program Management Unit shall be hosted and based at the SADC Secretariat and shall operate under the supervision of the Director – Infrastructure.

The Programme Manager will work with and coordinate his/her services with respective SADC Directorates and units such Legal, Procurement, Planning, Audit and Risk Management, Public Relations, Human Resources and Administration and respective Directorates and Units at COMESA and EAC.

In addition, the PM will work with and coordinate his/her services with respective COMESA, EAC and SADC Directorates responsible for transport and transit facilitation.

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

For all experts working on the project SADC Secretariat, as the Contracting Authority, will facilitate laissez-passer passports, residence and work permit, as well as residence permits for the immediate family members if required.

## **5. LOGISTICS AND TIMING**

### **5.1 Location**

The project will be based at the SADC Secretariat Head Office in Gaborone, Botswana, with missions to the countries in the COMESA, EAC and SADC region.

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

The intended start date is upon signing of the contract and the period of implementation of the contract will be **24 months** from this date.

## **6. REQUIREMENTS**

### **6.1 Staff**

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### **6.1.1 Experts**

Experts have a crucial role in implementing the contract. The contracting authority indicates an absolute minimum input regarding the consultant related qualifications and experience. This assignment is expected to be carried out by individual expert.

#### **Qualifications and Skills**

- At least a Master's Degree in Engineering/Economics/Social Science/ Law/ Development Studies/Management or related discipline or, in the absence of a master's degree, a Bachelor's degree in the same fields plus an equivalent relevant professional experience of at least 6 years above the general and specific professional experience required below;
- A relevant professional qualification and or corporate membership of a professional body in at least one of the following disciplines- Transport/Logistics/Engineering/Business Management / Project Management or other relevant discipline
- Communication and presentation skills
- Interpersonal and team leadership skills
- Negotiation, networking and relationship building skills
- Organisational skills (planning, budgeting, time management, work prioritisation)

### **General Professional Experience**

- At least 10 years international professional experience in Transport and Trade Facilitation or related issues,
- Excellent report writing skills;
- Fluent in spoken and written English.
- Working knowledge of one of the following languages -Arabic, French or Portuguese is an added advantage; and
- Computer proficiency with commonly used packages like MS Word, Excel, and Power Point and familiarity with data base management programmes.

### **Specific professional experience**

- Of the 10 years general experience, at least 5 years should be experience in the liberalisation and harmonisation of road transport policies, regulations and systems in a continental/ regional / multi-country project and or in the implementation of corridor development strategies in Africa;
- At least 3 years' experience working for a Regional Economic Community, African Union or multilateral development institution on transport projects;
- Project leadership experience (Team Leader, Project Manager/Coordinator/Chief of Party) of at least one (1) regional Transport and Trade Facilitation / Corridors Development / Transport Infrastructure programme ; and
- Previous experience in managing EU funded programmes will be an added advantage.
- Knowledge of project planning, management and monitoring, communications, budgeting, accounting and procurement management policies, systems and procedures used by SADC will be an added advantage
- .

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

### **6.1.2 Support staff & backstopping**

The Programme Manager will work with and be supported by the following staff – Program Finance Officer, Assistant Finance Officer, Program Administrative Officer and any other SADC staff and Experts that SADC Secretariat may assign to the PMU.

The Programme Manager will on behalf of SADC as Contracting Authority oversee, coordinate, supervise and monitor the work of the PMU and TTTFP Consultants and Experts.

### **6.2 Office accommodation**

Office accommodation of a reasonable standard will be provided to the TTTFP2 PMU by the Secretariat.

### **6.3 Facilities to be provided by the Contractor**

SADC Secretariat will ensure that expert is adequately supported and equipped. SADC Secretariat will ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities.

#### **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 using a separate supply tender procedure.

SADC Secretariat will provide a laptop plus other standards office furniture and equipment to enable the Programme Manager to perform his/her work.

#### **6.5 Incidental expenditure**

Not applicable.

#### **6.6 Expenditure verification**

No expenditure verification report is required.

### **7. REPORTS**

#### **7.1 Reporting Requirements**

Progress reports must be prepared every month during the period of implementation of the tasks. The Programme Manager shall submit monthly, annual and end of contract progress reports to the Director-Infrastructure at SADC.

In addition to any documents, reports and output specified under the duties and responsibilities, the Consultant shall provide the following reports:

<b>Name of report</b>	<b>Content</b>	<b>Time of submission</b>
Monthly Progress Report	Short description of achievements including problems encountered and recommendations.	No later than 5 day after the last day of each month.
Annual Progress Report	Short description of achievements including problems encountered and recommendations during the entire contract period;	No later than 15 days after the end of each year.
Final report	Short description of achievements including problems encountered and recommendations during the entire contract period;	No later than 15 days after the end of the contract.



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

- The Programme Manager shall be paid monthly upon submission and approval of the Monthly Progress Report and invoice

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

Copies of the reports referred to above must be submitted to the Director Infrastructure. The reports must be written in English. The project manager is responsible for approving the reports.

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of indicators**

Not applicable.

### **8.2 Special requirements**

Not applicable.

## **9 BUDGET**

TTTFP2 is budgeted for within the SADC Secretariat's Directorate of Infrastructure budget. The cost includes consultancy fees only. The costs are charged to the TTTFP2 Project budget because the positions are not in the SADC structure hence they would not be included in the Directorate of Infrastructure Annual Operating Plan

This Service contract budget is for a maximum value of **USD287,370.82** for 24 person-months.

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## **ANNEX 2: Expression of Interest Forms.**

<u>A.COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT</u>	
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**COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT  
INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE TRIPARTITE  
TRANSPORT AND TRANSIT FACILITATION PROGRAMME –PHASE 2 (TTTFP2).**

**REFERENCE NUMBER: SADC/3/5/2/404**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME –PHASE 2 (TTTFP2)**, in accordance with your Request for Expression of Interests number **SADC/3/5/2/404**, dated **22 September 2025** for the sum of USD .....[..... dollars<sup>1</sup>]. 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: \_\_\_\_\_

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## 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]	<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 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>	[indicate the exact name and title and if it was a short	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
		<b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	term or a long term position]	
..... .	..... .....	..... .....	.....	.....
[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>

**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**

**INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE  
TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME –  
PHASE 2 (TTTFP2) -REFERENCE NUMBER: SADC/3/5/2/404**

N°	Description <sup>1</sup>	Total (in US\$)
<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>

## **ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS**

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

#### **INDIVIDUAL CONSULTANCY FOR PROGRAMME MANAGER FOR THE TRIPARTITE TRANSPORT AND TRANSIT FACILITATION PROGRAMME – PHASE 2 (TTTFP2) -REFERENCE NUMBER: SADC/3/5/2/404.**

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 for Programme Manager for The Tripartite Transport and Transit Facilitation Programme,

**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 “**Individual Consultancy For Programme Manager For The Tripartite Transport And Transit Facilitation Programme –Phase 2 (TTTFP2) - Reference Number: SADC/3/5/2/404**”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

**Individual Consultancy For Programme Manager For The Tripartite Transport And Transit Facilitation Programme –Phase 2 (TTTFP2): SADC/3/5/2/404”**

- 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:
- Ms. Chikondi Nsusa  
Senior Programme Officer - Transport  
Directorate of Infrastructure  
Southern African Development Community (SADC)  
Plot 54385 New CBD  
Private Bag 0095 Gaborone,  
BOTSWANA  
Tel: +267 364 1963  
[cnsusa@sadc.int](mailto:cnsusa@sadc.int)
- 1.8 **Services** means the Services to be performed by the Individual Consultant in this Contract.

## **2. THE SERVICES**

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

## **3. EFFECTIVE DATE AND DURATION**

- 3.1 This Contract shall enter into force on the date of its last signature by either of the Parties and shall be valid for a period of **Twenty-Four (24)** months.
- 3.2 The Services shall be implemented for a period of **Twenty-Four (24)** months from the effective date of the Contract.

3.3 Notwithstanding anything to the contrary in the provisions of this Contract, all activities under this Contract must be completed within the stipulated contract duration.

#### **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 shall rely on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this Contract and 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 11.1 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 thirty (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 this Contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

10.3 At his own expense, the Individual Consultant shall, upon the 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 Services provided under this Contract.

11.2 Where national requirements or practices provide for different regulations or 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 or practices in their country of operation. In the event

such confirmation of the existing insurances has been provided by the Individual Consultant, and written confirmation of its acceptance has been provided to the Individual Consultant by the Procuring Entity, the obligation to meet the requirements of Clause 12.1 above of this Contract shall no longer be applicable.

- 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 one (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.
- 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**

- 13.1.1.1 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.

- 13.1.1.2 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 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:

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

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

5. The payment shall be made in accordance with the following schedule:
- The Programme Manager shall be paid monthly upon submission and approval of the Monthly Progress Report and invoice

**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.



Signed with Impression - Chain of Custody



#### Signature Request

Signature Request ID:	7a952bb0-d350-43b3-b64b-b4c5ce24130b	Timestamp:	2025-09-22 17:42:57 GMT
Signee Name:	Diana Sello	Sender Name:	Diana Sello
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

#### Original Document

Document Name:	REOI TTTFP2 Programme ManagerExAnte.docx	Document Size:	683.8 KB
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#### Email Evidence

Signee Email:	dsello@sadc.int	Email Subject:	Not available in Silent Mode
Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode

#### Web Evidence

Signee IP Address:	143.105.49.162	Request Timestamp:	2025-09-22 17:40:24 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36	Terms Accepted Timestamp:	2025-09-22 17:40:34 GMT

#### Annotations and Modifications

Signature Count:	8	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
Single Initial Count:	0		

#### Signing Evidence

Signee Mobile:	+270000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	NONE

#### Chain Of Custody Generation

Attached Document Name:	20250922T174257.166653Z REOI TTTFP2 Programme ManagerExAnte.docx	Attached Timestamp:	2025-09-22 17:42:57 GMT
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Signed with Impression - Chain of Custody



#### Signature Request

Signature Request ID:	ead4a190-4006-436b-9732-8ac7dc34fdb6	Timestamp:	2025-09-23 02:59:35 GMT
Signee Name:	Thomas Chabwera	Sender Name:	Thomas Chabwera
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

#### Original Document

Document Name:	REOI TTTFP2 Programme ManagerExAntesigned.pdf	Document Size:	1.3 MB
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#### Email Evidence

Signee Email:	tchabwera@sadc.int	Email Subject:	Not available in Silent Mode
Email Sent Timestamp:	Not available in Silent Mode	Email Opened Timestamp:	Not available in Silent Mode

#### Web Evidence

Signee IP Address:	41.87.162.171	Request Timestamp:	2025-09-23 02:57:35 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36	Terms Accepted Timestamp:	2025-09-23 02:57:45 GMT

#### Annotations and Modifications

Signature Count:	8	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	0
Single Initial Count:	0		

#### Signing Evidence

Signee Mobile:	+270000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	df7e7fa1-8f7a-4df6-81b3-e1947e5ff3b2

#### Chain Of Custody Generation

Attached Document Name:	20250923T025935.247703Z REOI TTTFP2 Programme ManagerExAntesigned.pdf	Attached Timestamp:	2025-09-23 02:59:35 GMT
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