**REQUEST FOR EXPRESSION OF INTEREST**



**SELECTION OF INDIVIDUAL CONSULTANT**

**CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30)**

**REFERENCE NUMBER:** **SADC/3/5/2/422.**

**25 September 2025**

1. **The SADC Secretariat** is inviting Individual Consultants to submit their CV and Financial Proposal for the following services: **“CONSULTANCY FOR REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30)**

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.*

**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 FOR REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30)**

**REFERENCE NUMBER** **SADC/3/5/2/422. should be submitted** through the **virtual**

**tender box link:** <https://collab.sadc.int/s/E6kdAxWeE5nczf9> by the deadline.

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is**: 9 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 |
| **Total** | **100** |

Technical Evaluation

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

***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 in United States Dollars (USD) and inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

(ii) EVALUATION AND AWARD OF THE CONTRACT:

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

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

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

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

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

Your Expression of Interest should be valid for a period of **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)and [djagai@sadc.int](mailto:djagai@sadc.int)

Copy to[**pchifani@sadc.int**](mailto:pchifani@sadc.int); [**dtimbo@sadc.int**](mailto:dtimbo@sadc.int)**, ymadzinga@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.

**ANNEXES:**

ANNEX 1: **Terms of Reference**

ANNEX 2**: Expression of Interest Forms**

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

**Sincerely,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mr Thomas Chabwera**

**Head of Procurement Unit.**

**ANNEX 1: TERMS OF REFERENCE**



**(Global Price)**

**CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30)**

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1.0. **BACKGROUND INFORMATION**

**1.1 Partner country and procuring entity.**

Southern African Development Community (SADC)

**1.2 Contracting authority**

Southern African Development Community Secretariat (SADC Secretariat)

**1.3 Country background**

The Southern African Development Community (SADC) is a Regional Economic Community comprising 16 Member States, namely; Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security.

Article 14 of the SADC Treaty establishes the SADC Secretariat as the principal executive institution of SADC. The Secretariat performs its mandate and functions within the policy, strategic and programme provisions outlined in the Regional Indicative Strategic Development Plan (RISDP).

The Regional Infrastructure Development Master Plan (RIDMP), the SADC Regional Agricultural Policy (RAP), the Industrialisation Strategy and the Roadmap, among others, are complementary guiding frameworks for achieving the regional integration agenda. SADC has also developed various Protocols for domestication and implementation by Member States including the most recent one, the Protocol on Statistics, to enhance harmonization of statistics. The operating framework for implementing statistical activities as priorities for the region is the Regional Strategy for Development of Statistics (RSDS) and is aligned to SADC Vision 2050 and RISDP 2020-30.

**1.4. Current situation in the sector**

The SADC Vision 2050 earmarks Statistics a priority cross-cutting sector whereby by 2050, the region strategic objective in statistics is to realize a robust and responsive regional statistical system to underpin regional integration processes, including measurement of progress and impact. The SADC RISDP 2020-30 draws impetus from the Vision 2050 and thereby identify key intervention areas to achieve the expected outcome of enhanced statistical infrastructure, systems, and capacity across the region for production and effective use of harmonized regional statistics. The key intervention areas include primarily the development and implementation of policy and legal frameworks for coordinating regional statistics and capacity across the entire data value chain of the regional statistical system strengthened.

The Regional Strategy for Development of Statistics (RSDS) 2020-30 is complementary sectoral strategy for achieving regional integration as embedded in RISDP 2020-30, for statistics sector In line with the strategic objective, expected outcome, implementation plan and strategic outputs of Statistics as embedded in RISDP 2020-30, the 6 identified strategic intervention areas of RSDS 2020-30 priorities for implementation are as follows:

(i) Policy frameworks for development of regional statistics;

(ii) Institutional strengthening and sustainability of the SADC Regional Statistical System;

(iii) Harmonization of regional statistics;

(iv) Digital transformation of regional statistics;

(v) Capacity for data production, management, dissemination and use; and

(vi) Quality of regional statistics.

In addition to the policy frameworks related to statistical matters in the region, a legal framework in the form of the Protocol on Statistics has been developed and approved to enhance the level of statistical development both nationally and regionally, facilitating the pursuit of monitoring and measuring progress of development agendas at national, regional, continental and global level. The Protocol is conceived as a binding instrument that will entrench and give legal effect to the statistical functions in the SADC region and is expected to give legal mandate to the SADC Secretariat to co-ordinate and provide oversight to the implementation of SADC Regional Statistical System. Article 4 of the Protocol on Statistics states that Member States shall design and update their NSDS in line with their national development programmes to address the data needs responsive to new challenges and aligned to the goals at regional, continental and global levels.

At statutory level, the SADC Statistics Committee, comprising of Head of Statistics in the SADC Member States provides policy, strategic and professional guidance for the statistical development and integration processes in the region. The Committee meets at least once a year and monitor progress in the SADC Statistics Program and oversee the implementation of statistical development. The Statistics Unit of Secretariat primary function is to co-ordinate and rationalize all regional statistical activities in line with continental and international statistical frameworks and provides technical and secretarial support to the Statistics Committee. The Committee reports directly to the SADC Council of Ministers.

The SADC RSDS 2020 – 30 is reaching its mid-term implementation in 2025 and there is need to review progress made in its implementation and identify new or emerging priorities in Official Statistics in support of regional integration. Within this context, SADC Secretariat is looking for an individual consultant to undertake this activity during this financial year.

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

There are no programmes and donor activities related to this activity.

**2.0 OBJECTIVE, PURPOSE & EXPECTED RESULTS**

**2.1 Overall objective**

The overall objective of the project of which this contract will be a part is as follows:

The overall objective is to revise the main strategic framework guiding regional statistics to make it more responsive to the revised priorities to accelerate regional integration for 2025 - 30.

**2.2 Purpose (Specific Objective)**

The purpose of this contract is as follows:

The specific objective is to review the implementation progress of 2020 – 25 for the SADC Regional Strategy for Development of Statistics (RSDS 2020-30) and identify or revise strategic focus areas for implementation. The review process should be aligned to the mid-term review of the current SADC RISDP 2020 – 30, continental & global policy and statistical frameworks. Issues to enhance use and uptake of statistics through communication, gender mainstreaming and latest developments at AUC and UN statutory Statistics Meetings also to be highly considered in the process.

**2.3 Results to be achieved by the contractor**

The consultant is expected to achieve the following results in the following as part of drafting the revised RSDS:

1. Assessment and review of the existing SADC policy and strategic frameworks for regional statistics thereby identifying success stories, gaps and challenges amongst others with a defined and well-structured methodology;

ii. Identification of specific and impactful recommendations with justification for implementation towards drafting of the revised RSDS 2025 - 30 and its associated strategic focus areas; and

iii. Detailed explanation of the strategic focus areas with a results-based monitoring & evaluation framework aligned to national and international priorities/commitments.

**3.0 ASSUMPTIONS & RISKS**

**3.1 Assumptions underlying the project**

It assumed that the consultant would be procured within the reasonable timeframe and activities implemented within the schedule provided of 120 calendar days spread over 4 months.

**3.2 Risks**

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

| **Possible risks** | **Risk Level** | **Mitigation Measures** |
| --- | --- | --- |
| Delayed delivery of expected outputs as per minimum standards | Medium | Monitor implementation and delivery of outputs every 15 calendar days through Technical Meetings |

>

**4.0 SCOPE OF THE WORK**

**4.1 General**

**4.1.1 Project description**

**Strategy review and analysis: Review of 2020-25 implementation of RSDS**

1. Review documentation to establish whether the process undertaken effectiveness in undertaking priority issues;
2. Review the implementation structure and assess the extent to which ownership was embedded;
3. Undertake an analytical assessment following the criteria: relevance, efficiency, effectiveness, sustainability and impact of the activities undertaken including a detailed analysis of achievements against targets;
4. Identify the strengths, weaknesses, opportunities, threats and constraints of implementation;
5. Draw lessons in order to recommend improvements and key strategic focus areas in the development and implementation of the revised RSDS;

**Strategy formulation: Revised RSDS 2025 - 30**

1. Capture key priority needs at national, regional, continental and global level in areas of strategic importance;
2. Review the baseline data, situational analysis and define the criteria that will be used to select the priority strategic focus areas;
3. Develop key objectives and targets for the priority areas over the strategy period;
4. Define institutional framework to coordinate strategy implementation and supporting funding mechanism with indicative costs;
5. Developing a results-based monitoring and evaluation framework with SMART indicators to monitor the strategy and identify risks;

**4.1.2 Geographical area to be covered**

The assignment is specific to SADC Secretariat.

**4.1.3 Target groups**

This consultancy is expected to target SADC Secretariat, in particular the Statistics Unit.

**4.2 Specific work**

The assignment will be carried out primarily through engagement and discussions with the Statistics Unit of SADC Secretariat.

In particular, the consultant will be required to:

1. Produce an Inception Report detailing the approach, assumptions, risk, plans, stakeholders engagement plan, tools/questionnaires for information capture and others relevant towards undertaking the assignment;
2. Engage with all necessary stakeholders of SADC Secretariat for the review of the current situation of the existing strategic frameworks and drafting of revised RSDS 2025 - 30 in line with national, regional, continental and international frameworks.
3. Use appropriate tools or methodology for undertaking review/assessment segment and to be agreed by SADC Secretariat and produce main findings from the review for use in developing/updating strategic focus areas.
4. Take stock of all statistical developments as endorsed by UN Statistical Commission, AUC Committee of Directors of Statistics (CoDG) and SADC Statistics Committee for integration in the review process and in formulating new priorities.
5. Use and integrate inputs from the SADC overarching strategic framework (RISDP 2020 – 30), Vision 2050 and the mid-term review process of RISDP 2020 – 30 in execution of tasks.
6. Highly consider communications strategy in the process to enhance use and uptake of regional statistics as well as quality assurance frameworks amongst others relevant.
7. Produce a draft RSDS 2025 - 30 with key strategic focus areas of implementation with a results-based monitoring & evaluation framework that should be strictly aligned to SADC strategic priorities and AUC Strategy for Harmonisation of Statistics in Africa (SHaSA 2) at activities level amongst others relevant. The revised RSDS should also have the core findings of the review exercise embedded within it.

**4.3 Project management**

**4.3.1 Responsible body**

SADC Secretariat, in particular, the Research & Statistics Key Result Area of the Policy Planning & Resource Mobilisation Directorate shall be responsible for this assignment.

**4.3.2 Management structure**

The Consultant shall report directly to the Senior Programme Officer – Research and Statistics

**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 residence and work permit, as well as residence permits for the immediate family members if required.

Further, the contracting authority shall facilitate for virtual connectivity meetings via Teams and administering any tools for capturing information from required stakeholders.

**5.0 LOGISTICS AND TIMING**

**5.1 Location**

The assignment shall be done remotely requiring no travel.

**5.2 Start date & period of implementation**

The intended start date is as soon as both par ties have signed the contract agreement and the period of implementation of the contract will be 120 calendar days from the date of signing the agreement. Note: the 120 days is the duration of the assignment and not the number of days required to undertake it. It caters for coordination of work to be done by recipients of the assignment and to a certain extent, flexibility for the consultant to deliver on the outputs.

**6.0 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 is indicating an absolute minimum input in terms of related qualifications and experience for the expert.

This assignment is expected to be carried out by an individual consultant expert and should be an expert in strategic and policy formulation in Official Statistics. The specific profile is provided below:

**Qualifications and Skills**

* + A minimum of a Degree in Statistics, Economics or related field. A Masters Degree and P.HD in the same field shall be an added advantage.
  + A certificate in results-based monitoring & evaluation is desirable.
  + Written and oral fluency in English language is essential.
  + Excellent oral and written communication, analytical, presentation and report writing skills in English Language.
  + Excellent time management and organizational skills to prioritize workload and deliver needful during the training week.

**General Professional Experience**

* + The Expert must have at least ten (10) years of experience in statistical coordination of statistical systems at the highest level either at national or international level.

**Specific Professional Experience**

* + Demonstrated experience in reviewing and developing at least 2 strategic frameworks at national or international level.
  + Demonstrated experience on undertaking high-level activities pertaining to advocacy, gender mainstreaming, communication, innovative data sources, cybersecurity and applying results-based monitoring & evaluation within the national statistical system.

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

Guidance notes on expert inputs:

1. Working days: performance of the contract (and therefore payment) **is not based** on working days. The consultant will only be paid for deliverables.

The price must include all the ‘administrative costs of employing the relevant experts, such as relocation and repatriation expenses [including flights to and from the partner country upon mobilisation and demobilisation], accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the consultant’.

**6.1.2 Support staff & backstopping**

The contractor will provide support facilities to expert (back-stopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the price.

**6.2 Office accommodation**

None required

**6.3 Facilities to be provided by the contractor**

The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

For the expert working on this consultancy, the contracting authority shall facilitate for virtual connectivity meetings via Teams and administering any tools for capturing information from required stakeholders.

**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**

Not applicable as assignment is home based.

**6.6 Expenditure verification**

Not applicable

**7.0 REPORTS**

**7.1 Reporting requirements**

The consultant shall operate under the guidance of the Director – Policy Planning & Resource Mobilization (PPRM) with direct supervision of the Senior Programme Officer (SPO) – Research and Statistics from the SADC Secretariat.

All the deliverables shall be delivered to the SPO – Research and Statistics, Technical Lead - TL.

All reports shall be in electronic format in MS Word, Excel, pdf or PowerPoint as the case may be. The Expert shall work with the Secretariat up to the end of the assignment, shall have delivered the following in electronic format within four (4) months:

|  |  |  |
| --- | --- | --- |
| **Name of report** | **Content** | **Time of submission** |
| Inception Report | Document in line with 3.4 above | No later than 2 weeks after contract signing. |
| Draft RSDS 2025 - 30 | Document in line with 4.2 above | 8 weeks after submission of Inception Report. |
| Revised RSDS 2025 - 30 | Document in line with 4.2 above and feedback from Secretariat | 6 weeks after submission of draft RSDS 2025 – 30. |

The payment schedule will be as follows:

**20%** of the contract value upon submission of Inception Report, detailing the methodology or conceptual framework to be employed, acceptable to the Procuring Entity.

**60%** of the contract value upon submission of draft RSDS 2025 - 30, acceptable to the Procuring Entity; and

**20%** of the contract value upon submission of Revised RSDS 2025 – 30

following inputs from stakeholders, acceptable to the Procuring Entity.

**7.2. Submission & approval of reports**

Two copies of the reports referred to above must be submitted to the TL identified in the contract. The deliverables must be written in English. The TL is responsible for reviewing the deliverables and seeking final approval by the Director - PPRM.

**8.0 MONITORING AND EVALUATION**

**8.1 Definition of indicators**

The indicators to be used are timeliness, adequacy of technical coverage and analytical quality of the Report.

**8.2 Special requirements**

The Consultant must declare any potential conflict of interest between the provision of the requested services, and other activities in which a member of their consortium of group (s), or any expert proposed in their offer is engaged.

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

[A. COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT 17](#_Toc267927845)

[B. CURRICULUM VITAE 19](#_Toc267927846)

[C. FINANCIAL PROPOSAL 23](#_Toc267927847)

COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

**INDIVIDUAL CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30)**

**REFERENCE NUMBER: SADC/3/5/2/422.**

[*Location, Date*]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the

**CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30) ,** in accordance with your Request for Expression of Interests number **SADC/3/5/2/422.***,* dated **25 September 2025** for the sum of USD ………………[………… dollars[[1]](#footnote-1)]. 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]* includeany 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 haves the force of res judicata; (i.e. against which no appeal is possible);*

*c) they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify.*

*d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed.*

*e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*

*f) they are being currently subject to an administrative penalty.*

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

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

My proposal is binding upon me for the period indicated in Paragraph 9(iii) of this Request for Expression of Interest.

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 6 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature [*In full and initials*]:

Name and Title of Signatory:

**B. CURRICULUM VITAE**

***[insert full name]***

|  |  |
| --- | --- |
| 1. **Family name:** | *[insert the name]* |
| 1. **First names:** | *[insert the names in full]* |
| 1. **Date of birth:** | *[insert the date]* |
| 1. **Nationality:** | *[insert the country or countries of citizenship]* |
|  |  |
| 1. **Physical address:** 2. **Postal address** 3. **Phone:** 4. **E-mail:** | *[insert the physical address]*  *[Insert Postal Address]*  *[insert the phone and mobile no.]*  *[Insert E-mail address(es)* |
| 1. **Education:** |  |
|  |  |
| **Institution:**  **[Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |

**10. Language skills:** (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the no.]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |

|  |  |
| --- | --- |
| **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** |
| *[insert the country]* | *[indicate the month and the year]* |
| *................* | *......................* |
| *[insert the country]* | *[indicate the month and the year]* |

**17. Professional experience:**

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

1. **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**[[2]](#footnote-2),** 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**

**C. FINANCIAL PROPOSAL**

**INDIVIDUAL CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30) -REFERENCE NUMBER: SADC/3/5/2/422.**

|  |  |  |
| --- | --- | --- |
| **N°** | **Description[[3]](#footnote-3)** | **Total**  **(in US$)** |
| **TOTAL FINANCIAL OFFER (All-inclusive lump sum)** | |  |

Signature [*In full and initials*]:

Name and Title of Signatory:

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

**STANDARD TERMS OF CONTRACT**

**(Individual Consultant)**

**INDIVIDUAL CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30) - REFERENCE NUMBER: SADC/3/5/2/422.**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; **Individual Consultancy to Review SADCRegional Strategy for Development of Statistics (RSDS 2020 – 30)**

**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. **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

**Contract Value** means the total price of the Financial Proposal included in the Individual Consultant’s quotation dated (…..)for the project “

**INDIVIDUAL CONSULTANCY TO REVIEW SADC REGIONAL STRATEGY FOR DEVELOPMENT OF STATISTICS (RSDS 2020 – 30)**

**Reference Number:** **SADC/3/5/2/422.**”andreflected as such in Annex 2 of this Contract**.**

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

**Individual Consultant** means …, the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interestfor

**Individual Consultancy to Review SADC Regional Strategy for Development of Statistics (RSDS 2020 – 30) : SADC/3/5/2/422.**”

* 1. **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.
  2. **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.
  3. **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:

Deepchandsingh Jagai

Senior Officer - Research & Statist • PPRM - Policy Planning and Resource Mobilization

Southern African Development Community (SADC)|

Plot 54385 New CBD

Private Bag 0095 Gaborone,

BOTSWANA

[**djagai@sadc.int**](mailto:djagai@sadc.int)

* 1. **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.

* 1. The duration of the Contract shall be 4 months.

1. **PAYMENT**
   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.
   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.
   3. Payment shall be made to the Individual Consultant in US dollars unless otherwise provided for under this Contract.
   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.
   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.
2. **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.

1. **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.

1. **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.

1. **ASSIGNMENT AND SUBCONTRACTING**
   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.
   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.
2. **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.

1. **LIABILITY OF THE INDIVIDUAL CONSULTANT**
   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.
   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:
2. the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entitybecomes aware of them;
3. 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
4. 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.
   1. 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.
   2. 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.
5. **INSURANCE**
   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.
   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.
   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.
   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.
6. **COPYRIGHT**
   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.
   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.
   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**.**
7. **LIABILITY FOR PERSONAL DATA BREACH**
   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.
   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.
   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:

1. process Personal Data provided by the Procuring Entity for fulfilling specific obligations and instructions from the Procuring Entity as set out in the Contract.
2. comply with all Applicable Data Protection Laws when Processing Personal Data.
3. not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; and
4. 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.
   * 1. **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:
5. promptly notify the Procuring Entity if it receives a request from a Data Subject in respect of the Personal Data;
6. ensure that it does not respond to any request except on the documented instructions of the Procuring Entity.
7. promptly notify the Procuring Entity if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and
8. 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.
   * 1. **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:
9. 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;
10. and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.
    * 1. **Information Security**
         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.
         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.
         3. The Individual Consultant must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes.
      2. **Personal Data Breach**
         1. The Individual Consultant must immediately notify the Procuring Entity of any security compromise or data breach which involves Personal Data.
         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.
         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.
      3. **Records**
         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.
         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.
      4. **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.

* + 1. **Deletion or Return of Personal Data**
       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.
       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.
       3. The Individual Consultant shall provide the Procuring Entity with written certification that it has fully complied with the provisions of this Clause.
       4. If the Individual Consultant is required by law to retain the Personal Data, the Individual Consultant shall advise the Procuring Entity accordingly.

1. **SUSPENSION OR TERMINATION**
   1. In response to any factors out of the control of Procuring Entityand/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.

* 1. 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.
  2. In the event of early termination of the Contractunder 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.
  3. 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.
  4. 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.

1. **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.

1. **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.

1. **GOVERNING LAW**

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

1. **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.

1. **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.

1. **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[[4]](#footnote-4)** | **Total**  **(in US$)** |
| **TOTAL FINANCIAL OFFER (All-inclusive lump sum)** | |  |

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

20% of the contract value upon submission of Inception Report, detailing the methodology or conceptual framework to be employed, acceptable to the Procuring Entity;

60% of the contract value upon submission of draft RSDS 2025 - 30, acceptable to the Procuring Entity; and

20% of the contract value upon submission of Revised RSDS 2025 – 30 following inputs from stakeholders, acceptable to the Procuring Entity

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

1. [↑](#footnote-ref-1)
2. ***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.***  [↑](#footnote-ref-2)
3. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)