

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS

REFERENCE NUMBER: SADC/3/5/2/446

19 August 2026

1. **The SADC Secretariat** is inviting Individual Consultants to submit their CVs and Financial Proposals for **“SADC/3/5/2/446 - CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS”**
2. The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.
3. **Only Individual Consultants are eligible for this assignment if 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. The maximum budget for this contract is US\$ 20,000.00 (Twenty Thousand United States Dollars), inclusive of professional fees and miscellaneous expenses. Proposals exceeding this budget will not be accepted.
5. Your Expression of Interest must be presented as per Standard Expression of Interest Forms and format of the Curriculum Vitae and duly signed, 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. In case of discrepancies between the original language and the language of translation, the language of translation shall prevail. Proposals not accompanied by an original certified translation shall be excluded from further evaluation.

6. Proposals clearly marked “**CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS’ Reference Number SADC/3/5/2/446**”, should be submitted through the virtual link below: <https://collab.sadc.int/s/Y2pyaxDSgyJzYbj> by the deadline.
7. **The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: 9th September 2026 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”*
8. 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 threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100

Financial evaluation

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

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

- the scores awarded to the technical offers by 0.80

- the scores awarded to the financial offers by 0.20
9. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:
- (i) **PRICES:**
The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.
 - (ii) **EVALUATION AND AWARD OF THE CONTRACT:**
Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

An Expression of Interest is considered compliant to the requirements if:
 - It fulfils the formal requirements (see Paragraphs 3,4,5,6,7,8 and 9 above),
 - The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 4.
Non-compliant applications shall be rejected.

The award will be made to the applicant who obtains the highest combined technical and financial score and with the financial offer within the budget as indicated under Para 4. Expressions of Interest not obtaining a minimum technical score of 70 points will be rejected.
 - (iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**
Your Expression of Interest should be valid for a period of **90 days** from the date of deadline for submission indicated in Paragraph 7 above.
10. The assignment is expected to commence from the date of the last signature of the contract.
11. Additional requests for information and clarifications can be made through the email below;

The Procuring entity: **SADC Secretariat**
Contact person: Mr Thomas Chabwera
E-mail: bmaruping@sadc.int
Copy to: tchabwera@sadc.int and cmakhetha@sadc.int

The closing date for receipt of requests for clarification shall be **28 August 2026 at 12.00 hours' local time Botswana.**

The closing date for responding to requests for information and clarification shall be **2 September 2026 at 16.30 hours' local time Botswana.**

All questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website without revealing the source.

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

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

Sincerely,

Mr Purpose Chifani
O.I.C Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND NETWORKS OF MEDIATION OF WOMEN IN PEACE SUPPORT OPERATIONS

1. BACKGROUND INFORMATION

1.1 Partner Region

Southern African Development Community (SADC).

1.2 Contracting Authority

SADC Secretariat.

1.3 Regional Background

Southern African Development Community (SADC) recognises that sustainable peace, security and development are mutually reinforcing and that the meaningful participation of women is essential for achieving inclusive, effective and sustainable peace processes. This commitment is reflected in regional policy and legal instruments, including the SADC Protocol on Gender and Development, the Regional Indicative Strategic Development Plan (RISDP 2020–2030), the Strategic Indicative Plan for the Organ (SIPO), and the SADC Regional Strategy on Women, Peace and Security (WPS).

These regional commitments are consistent with the global WPS agenda established through United Nations Security Council Resolution (UNSCR) 1325 (2000) and subsequent resolutions, as well as the African Union's commitments to promoting gender equality and enhancing the participation of women in conflict prevention, mediation, peace support operations (PSO) and post-conflict reconstruction. As a Regional Economic Community and a pillar of the African Peace and Security Architecture (APSA), SADC continues to promote regional peace, security and stability through collaborative approaches that strengthen conflict prevention, PSO, mediation and post-conflict recovery while advancing the implementation of the WPS agenda across its Member States.

1.4 Current Situation in the Region

Despite significant policy commitments and progress made by SADC and its Member States in advancing the WPS agenda, important institutional and operational gaps remain in relation to the participation of Female Engagement Teams (FETs) and Women's Mediation Networks within SADC PSO. Under the European Union-funded Enhancing the Capability and Effectiveness of the SADC Peace and Security Architecture (ECESPA) Programme, the SADC Secretariat is implementing initiatives aimed at strengthening the institutional effectiveness, operational readiness and inclusiveness of the SADC Peace and Security Architecture. One of the programme's priorities is to strengthen women's participation in PSO through the development and effective utilisation of FETs and Women's Mediation Networks. These mechanisms have the potential to improve community engagement, strengthen the protection of civilians, enhance operational effectiveness and promote more inclusive peace and security decision-making.

However, there is currently no comprehensive regional baseline that assesses the extent of participation, institutional capacities, operational effectiveness, existing gaps and opportunities relating to FETs and Women's Mediation Networks across SADC Member States. The absence of consolidated baseline information limits evidence-based policy formulation, strategic planning, programme design, resource mobilisation and monitoring of regional progress.

1.5 Related Programmes and Other Donor Activities

This consultancy will be implemented under the ECESPA Programme, which is financed by the European Union and implemented by the SADC Secretariat. The programme seeks to strengthen the institutional effectiveness, operational readiness and coordination of the SADC Peace and Security Architecture through support to regional peace and security initiatives, institutional capacity development and enhanced implementation of regional policy frameworks.

The proposed baseline study forms part of ECESPA's broader support for the implementation of the WPS agenda by generating evidence to inform future regional programming, policy development and institutional strengthening. The findings are expected to complement ongoing regional initiatives undertaken by the

SADC Secretariat, Member States, the African Union and the United Nations in promoting women's meaningful participation in PSO, mediation, conflict prevention and peacebuilding.

2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS

2.1 Overall Objective

The overall objective of this consultancy is to contribute to strengthening the SADC Peace and Security Architecture by generating an evidence-based understanding of the participation, institutional capacity, operational effectiveness and strategic contribution of FETs and Women's Mediation Networks in PSO and related peacebuilding initiatives. The study will support the implementation of regional commitments under the WPS agenda by providing a credible evidence base for policy development, institutional strengthening and future programming within the framework of the European Union-funded ECESPA programme.

2.2 Purpose

The purpose of the assignment is to undertake a comprehensive regional baseline study that assesses the status of FETs and Women's Mediation Networks across SADC Member States. The consultancy will identify existing policies, institutional arrangements, capacities, operational practices, achievements, challenges and opportunities, and establish measurable baseline indicators that will inform future regional interventions, monitoring and evaluation, and evidence-based decision-making. The study should also identify good practices from within the region and internationally that may be adapted to strengthen regional approaches to women's participation in PSO, conflict prevention, mediation, peacebuilding and humanitarian response.

2.3 Results to be Achieved by the Consultant

The consultancy is expected to achieve the following results:

Result 1: A comprehensive regional baseline of the participation and institutional status of FETs and Women's Mediation Networks within the SADC Peace and Security Architecture is established through credible qualitative and quantitative evidence.

Result 2: Existing policy, legal, institutional and operational frameworks supporting women's participation in PSO and mediation are analysed, including strengths, gaps, constraints and emerging opportunities at regional and Member State levels.

Result 3: Regional baseline indicators and analytical benchmarks are developed to facilitate future monitoring, evaluation and reporting on progress in strengthening women's participation in peace and security initiatives.

Result 4: Practical, evidence-based recommendations are developed to support policy harmonisation, institutional capacity development, operational effectiveness, knowledge management and regional coordination relating to FETs and Women's Mediation Networks.

Result 5: A validated regional baseline study is produced that provides a strategic reference document for future ECESPA programming and for the implementation of regional WPS commitments by the SADC Secretariat and Member States.

3. ASSUMPTIONS AND RISKS

3.1 Assumptions Underlying the Study

Successful implementation of this consultancy is based on the following assumptions:

- The SADC Secretariat, Member States and relevant regional institutions will provide the consultant with reasonable access to documentation, policies, strategic frameworks and other information required to undertake the baseline study. Relevant stakeholders, including government institutions, peace and security agencies, Women's Mediation Networks, FETs, civil society organisations, Regional Economic Community structures and development partners, will be available and willing to participate in consultations, interviews and validation processes.
- It is further assumed that Member States will cooperate in facilitating access to national focal points and that sufficient information will be available to enable the consultant to establish a credible regional baseline. The consultant is also expected to maintain professional independence and comply with applicable ethical standards, including confidentiality, informed consent and data protection requirements.
- The assignment further assumes that the implementation schedule, financial resources and logistical arrangements under the ECESPA programme will remain available throughout the consultancy period.

3.2 Risks

Several factors may affect implementation of the consultancy.

- Differences in institutional capacity, data management systems and documentation across Member States may result in variations in the quality, completeness and accessibility of information. Limited availability of stakeholders during the data collection period may also affect the comprehensiveness of consultations.
- Operational constraints, including competing institutional priorities, travel limitations or unforeseen security developments within the region, may require adjustments to the data collection methodology, including greater reliance on virtual consultations where appropriate.
- There is also a risk that baseline information relating to FETs and Women's Mediation Networks may not be systematically documented in all Member

States, requiring the consultant to triangulate information from multiple credible sources while maintaining methodological rigour.

Risk	Potential Impact	Mitigation Measure
Limited access to sensitive mission data	Incomplete analysis	Early engagement with SADC Secretariat for data access clearance
Low stakeholder availability	Gaps in consultations	Use of virtual interviews and flexible scheduling
Security constraints in field locations	Restricted fieldwork	Prioritise remote data collection where necessary
Delays in feedback on deliverables	Project timeline slippage	Agree on clear review timelines with Secretariat
Variability in data quality across Member States	Analytical inconsistencies	Apply triangulation and validation methods

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project Description

The SADC Secretariat intends to engage an Individual Consultant to undertake a comprehensive regional baseline study on the participation of FETs and Women's Mediation Networks within the SADC Peace and Security Architecture. The purpose of the assignment is to establish an evidence-based understanding of the current status, institutional arrangements, operational capacities, achievements, challenges and opportunities relating to these mechanisms across SADC Member States.

The study will generate reliable baseline information to support evidence-based policy development, institutional strengthening, operational planning and future programming aimed at enhancing the meaningful participation of women in PSO. It will also identify good practices, institutional and operational gaps, and provide practical recommendations to strengthen the implementation of the WPS agenda within the SADC region.

The Consultant shall undertake the assignment in accordance with internationally recognised research standards and shall apply a participatory, gender-responsive and results-based approach throughout the study. The assignment shall be implemented in close consultation with the SADC Secretariat, Member States and relevant stakeholders to ensure that the findings accurately reflect regional realities and support informed decision-making.

4.1.2 Geographical Area to be Covered

The assignment shall cover all SADC Member States. Data collection and analysis shall adopt a regional perspective while considering national contexts, institutional arrangements and operational experiences relevant to the participation of FETs and Women's Mediation Networks in PSO. The Consultant shall undertake desk-based research and consultations with stakeholders across the SADC region

primarily through virtual means. The regional validation of the findings shall be conducted through an in-person validation workshop in Gaborone, Botswana.

4.1.3 Target Groups

The study shall engage a broad range of stakeholders involved in the planning, implementation and support of the WPS agenda within the SADC region. Target groups shall include, but not be limited to:

- The SADC Secretariat and relevant Directorates.
- SADC Member States.
- The SADC Standby Force Planning Element (PLANELM).
- Defence, Police and Civilian Components of the SADC Standby Force.
- FETs.
- Women's Mediation Networks.
- National Gender Machineries.
- Relevant government institutions responsible for peace and security, gender and foreign affairs.
- Civil society organisations engaged in peacebuilding and mediation.
- Academic and research institutions.
- The African Union, the United Nations and other relevant development partners, where appropriate.

The Consultant shall determine the final composition of stakeholders to be consulted based on the approved methodology and the requirements of the assignment, in consultation with the SADC Secretariat.

4.2 Specific Tasks

The Consultant shall perform, but not necessarily be limited to, the following tasks:

Task 1: Inception Phase

Review all relevant documentation provided by the SADC Secretariat and other credible sources relating to the WPS agenda, FETs, Women's Mediation Networks, PSO and applicable regional and international policy frameworks. Based on this review, prepare an Inception Report detailing the consultant's understanding of the assignment, proposed methodology, work plan, data collection tools, stakeholder engagement strategy, quality assurance measures and implementation schedule.

Within ten (10) days of contract commencement, the Consultant shall submit an Inception Report detailing the proposed methodology, work plan, stakeholder engagement strategy, data collection instruments and quality assurance measures. The proposed methodology shall demonstrate the use of mixed qualitative and quantitative research methods and shall include, at a minimum:

- a desk review of relevant documentation;
- key informant interviews;
- structured or semi-structured questionnaires;
- focus group discussions, where appropriate;

- stakeholder consultations;
- comparative analysis across Member States;
- data triangulation to enhance the reliability and validity of findings; and
- gender-sensitive and ethical research practices.

The methodology shall be robust, transparent and appropriate for generating reliable baseline data capable of informing future regional policy development, programme implementation and monitoring.

Task 2: Literature and Document Review

Conduct a comprehensive review of regional, continental and international legal, policy and institutional frameworks relevant to women's participation in peace and security. The review shall include SADC policies and strategies, African Union instruments, United Nations WPS resolutions, relevant Member State frameworks and existing research, evaluations and programme documentation.

Task 3: Stakeholder Mapping and Consultations

Identify and engage relevant stakeholders, including representatives of SADC institutions, Member States, security sector institutions, FETs, Women's Mediation Networks, civil society organisations, academic institutions, development partners and other relevant actors. Consultations shall be conducted through appropriate methods, including interviews, questionnaires, focus group discussions and virtual engagements where necessary.

Task 4: Baseline Assessment

Undertake a comprehensive assessment of the status of FETs and Women's Mediation Networks across the SADC region. The assessment shall examine institutional arrangements, governance structures, operational capacities, participation in PSO and mediation processes, training systems, coordination mechanisms, resource availability, good practices, challenges and emerging opportunities. Where appropriate, the Consultant shall develop measurable baseline indicators capable of supporting future monitoring, evaluation and reporting under the ECESPA programme.

Task 5: Data Analysis

Analyse qualitative and quantitative information collected during the assignment using appropriate analytical techniques. Findings shall be evidence-based, objectively presented and supported by verifiable data. The analysis shall identify regional trends, institutional strengths, capacity gaps, operational constraints and opportunities for strengthening women's participation within the SADC Peace and Security Architecture.

Task 6: Validation of Findings

Prepare a Draft Baseline Study Report for review by the SADC Secretariat and facilitate an **in-person regional validation workshop in Gaborone, Botswana**,

organised by the SADC Secretariat, to present preliminary findings, verify the accuracy of the analysis and obtain stakeholder comments. The Consultant shall incorporate agreed comments and recommendations into the Final Baseline Study Report.

Task 7: Final Reporting

Submit the Final Baseline Study Report together with an Executive Summary, validated baseline indicators, supporting data collection instruments, datasets (where applicable), stakeholder consultation records and a presentation summarising the principal findings and recommendations.

The consultant must also comply with the latest Communication and Visibility Manual for EU External Action (see https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en).

4.3 Project Management

4.3.1 Responsible Body

The Contracting Authority for this assignment is the SADC Secretariat. The contract shall be managed by the Directorate of the Organ on Politics, Defence and Security Affairs (OPDSA) through the Regional Peacekeeping Training Centre (RPTC), which is responsible for the implementation of activities under the ECESPA Programme. The designated Project Manager appointed by the SADC Secretariat shall serve as the primary point of contact for the Consultant and shall be responsible for the day-to-day administration of the contract, including coordination of activities, review of deliverables and certification of outputs in accordance with the provisions of the Consultancy Contract.

4.3.2 Management Structure

The assignment shall be implemented under the overall supervision of the SADC Secretariat through the OPDSA. The designated Project Manager shall coordinate implementation of the assignment and facilitate communication between the Consultant, the SADC Secretariat and relevant stakeholders. The Project Manager shall monitor implementation of the contract, review and provide comments on all deliverables, coordinate consultations with Member States and relevant stakeholders, and certify satisfactory completion of outputs before payment is authorised in accordance with the terms of the contract.

Where necessary, technical inputs may also be obtained from relevant ECESPA governance structures established for implementation of the Programme, while policy and technical inputs may be sought from relevant Directorates, ECESPA Programme structures and designated representatives of Member States, where appropriate. The Consultant shall regularly consult the Project Manager throughout the assignment and shall incorporate comments received from the SADC Secretariat into subsequent deliverables.

Decisions relating to the day-to-day management of the assignment may be taken by the designated Project Manager in accordance with the General Conditions of the Consultancy Contract. Decisions affecting the scope of work, contract implementation period, budget, contractual obligations or acceptance of the final deliverables shall require approval by the appropriate authorised officials of the SADC Secretariat in accordance with its internal procedures and the applicable provisions of the European Union Practical Guide.

4.3.3 Facilities to be Provided by the Contracting Authority and / or Other Parties

The SADC Secretariat shall provide the Consultant with available background documentation relevant to the assignment, facilitate access to relevant regional policy documents and technical reports, and support communication with Member States and other stakeholders, where appropriate.

The SADC Secretariat shall facilitate introductions and coordination with relevant institutions to support implementation of the assignment. However, the Consultant shall remain responsible for organising the execution of the study, including arranging interviews, consultations and other data collection activities required to complete the assignment.

The Consultant shall provide all office facilities, computer equipment, software, communication facilities and other resources necessary for the execution of the assignment unless otherwise agreed in writing by the Contracting Authority.

The SADC Secretariat shall organise the regional validation workshop and shall be responsible for the venue and approved participation costs of stakeholders invited by the SADC Secretariat. The Consultant shall be responsible for his/her own travel, accommodation, subsistence and local transportation associated with the mandatory mission to Gaborone and shall include these costs in the financial proposal.

5. LOGISTICS AND TIMING

5.1 Location

The assignment shall be undertaken on a home-based/virtual basis, with the SADC Secretariat in Gaborone, Botswana serving as the principal coordination point for the consultancy. The Consultant shall maintain regular virtual liaison with the designated Project Manager and relevant SADC Secretariat officials throughout implementation of the assignment.

The Consultant shall undertake one (1) mandatory mission to Gaborone, Botswana, for the purpose of facilitating the regional validation workshop. Consultations with SADC Member States and other regional stakeholders shall ordinarily be conducted virtually using interviews, questionnaires, focus group discussions and other appropriate remote data-collection methods.

No additional missions to SADC Member States shall form part of the Consultant's contractual obligations unless specifically authorised in writing by the SADC Secretariat in accordance with the applicable contractual procedures.

5.2 Start Date and Period of Implementation

The intended commencement date shall be the date specified in the Consultancy Contract. The assignment shall be completed within three (3) calendar months from the commencement date specified in the contract. The Consultant shall organise the assignment to ensure that all contractual deliverables are completed and submitted within the agreed implementation period. Any modification to the implementation period shall be effected in accordance with the provisions of the Consultancy Contract. The Consultant shall submit a detailed implementation schedule as part of the Inception Report.

6. REQUIREMENTS

6.1 Staff

The assignment shall be undertaken by an Individual Consultant with demonstrated expertise in peace and security, gender and development, research and policy analysis, and regional or international programme implementation. The Consultant shall possess the professional competence, technical knowledge and practical experience necessary to successfully undertake the assignment and deliver all contractual outputs within the prescribed timeframe.

6.2 Educational Qualifications

The Consultant shall possess:

- At least a Master's degree in Peace and Conflict Studies, Security Studies, International Relations, Gender Studies, Development Studies, Public Policy, Political Science, Law, Sociology or another closely related discipline.
- A PhD in a relevant field will be considered an added advantage but shall not be a mandatory requirement.

6.3 Experience

6.3.1 General Professional Experience

The Consultant shall have at least ten (10) years of progressively responsible professional experience in peace and security, conflict prevention, mediation, peacebuilding, gender and security, or closely related fields.

6.3.2 Specific Professional Experience

The Consultant shall demonstrate:

- experience in conducting complex baseline studies, evaluations, research assignments or institutional assessments for regional or international organisations;
- experience working with Regional Economic Communities, the African Union, the United Nations, the European Union or comparable international organisations;
- demonstrated knowledge of the Women, Peace and Security agenda, including relevant United Nations Security Council Resolutions, African Union policy instruments and regional policy frameworks;
- experience in facilitating stakeholder consultations, validation workshops and preparing high-quality analytical reports;
- demonstrated experience in applying qualitative and quantitative research methodologies; and
- experience in conducting regional or multi-country studies within Africa, which shall be considered a distinct advantage.

6.4 Language Requirements

The Consultant shall demonstrate an excellent command of written and spoken English. Knowledge of French and / or Portuguese shall be considered an added advantage, reflecting the multilingual operating environment of the SADC region.

6.5 Other Requirements

The Consultant shall:

- demonstrate the highest standards of professional integrity and ethical conduct;
- declare any actual or potential conflict of interest before commencement of the assignment;
- maintain strict confidentiality regarding all information obtained during implementation of the consultancy;
- comply with applicable SADC policies, contractual obligations and professional standards throughout the assignment.

6.6 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.

6.7 Incidental Expenditure

No separate incidental expenditure shall be reimbursed under the contract. The Consultant's financial proposal shall include all costs necessary for the performance of the assignment, including professional fees, communications,

insurance and the Consultant's costs associated with one (1) return mission to Gaborone, Botswana, including travel, accommodation, subsistence and local transportation.

Costs associated with the venue and participation of stakeholders invited by the SADC Secretariat to the regional validation workshop shall be borne by the SADC Secretariat and shall therefore not be included in the Consultant's financial proposal.

6.8 Lump Sums

The consultancy shall be contracted on a global-price/lump-sum basis linked to satisfactory completion and formal acceptance of the contractual deliverables specified in Section 7 of these Terms of Reference. The agreed contract price shall cover all costs attributable to the Consultant in carrying out the assignment, except those costs expressly identified in these Terms of Reference as being borne directly by the SADC Secretariat.

6.9 Expenditure Verification

No expenditure verification report is required.

6.10 Payment Terms

Payments shall be made against satisfactory completion, submission and formal acceptance by the SADC Secretariat of the contractual deliverables, as follows:

- 50% of the contract price upon approval of the Draft Baseline Study Report;
- 50% of the contract price upon approval of the Final Baseline Study Report and satisfactory delivery of the Final Presentation.

All payments shall be subject to certification of satisfactory performance by the designated Project Manager and shall be processed in accordance with the provisions of the Consultancy Contract and applicable SADC financial procedures.

7. REPORTS

7.1 Reporting Requirements

The Consultant shall prepare and submit all reports in English. Reports shall be of a professional standard, evidence-based, analytically rigorous and presented in a format acceptable to the SADC Secretariat. All intellectual property rights arising from this consultancy shall vest in the SADC Secretariat. The Consultant shall not publish, distribute or otherwise disclose any report, dataset or information generated under this assignment without the prior written approval of the SADC Secretariat. The Consultant shall ensure that all reports are original, properly

referenced and supported by credible evidence. The Consultant shall submit the following reports during implementation of the assignment.

(a) Inception Report

The Inception Report shall be submitted within ten (10) days after the commencement of the assignment. The report shall include:

- the Consultant's understanding of the assignment;
- the proposed methodology;
- the detailed work plan and implementation schedule;
- the stakeholder engagement strategy;
- data collection instruments;
- quality assurance measures;
- risk management approach; and
- any recommendations necessary for successful implementation.

Implementation of the assignment beyond the inception phase shall commence only after the Inception Report has been reviewed and accepted by the SADC Secretariat.

(b) Draft Baseline Study Report

Following completion of data collection and analysis, the Consultant shall submit a Draft Baseline Study Report within two (02) months after commencement. The report shall present:

- findings of the baseline assessment;
- analysis of policies, institutions and operational arrangements;
- baseline indicators;
- identified gaps and challenges;
- examples of good practice;
- conclusions; and
- evidence-based recommendations.

The Draft Report shall form the basis for stakeholder review and the regional validation workshop.

(c) Validation Workshop

The Consultant shall facilitate a regional validation workshop organised by the SADC Secretariat. The purpose of the workshop shall be to:

- present the draft findings;
- obtain technical comments from stakeholders;
- verify factual accuracy;
- build stakeholder consensus on the findings; and
- identify any revisions required before finalisation of the report.

The Consultant shall prepare a concise Validation Workshop Report summarising the proceedings, comments received and actions taken.

(d) Final Baseline Study Report

Following consideration of comments received during the review process and the validation workshop, the Consultant shall submit the Final Baseline Study Report within One (01) week after validation workshop.. The Final Report shall:

- address all agreed comments;
- present the final analytical findings;
- include validated baseline indicators;
- provide practical recommendations;
- include an Executive Summary; and
- contain all agreed annexes and supporting documentation.

(e) Final Presentation

One (01) week after submission of final baseline study report, the Consultant shall prepare and deliver a presentation to the SADC Secretariat summarising:

- methodology;
- principal findings;
- baseline indicators;
- key recommendations; and
- proposed priorities for future implementation under the ECESPA programme.

7.2 Submission and Approval of Reports

The SADC Secretariat shall review each contractual deliverable and provide consolidated comments within the review period specified in the contract. The Consultant shall revise the reports where necessary and resubmit the revised versions within the agreed timeframe. Acceptance of each deliverable shall be subject to written approval by the SADC Secretariat following satisfactory technical review.

8. MONITORING AND EVALUATION

8.1 Definition of Indicators

The performance of the assignment shall be monitored against measurable indicators that demonstrate progress towards the achievement of the expected results and the successful completion of the consultancy. Performance indicators

shall include both quantitative and qualitative measures and shall be assessed throughout the implementation period. The following indicators shall be used by the SADC Secretariat to monitor progress towards achievement of the expected results throughout implementation of the consultancy.

Expected Result	Performance Indicator	Means of Verification
Inception phase completed	Inception Report submitted and formally approved within the agreed timeframe	Approved Inception Report
Regional baseline established	Comprehensive baseline data collected and analysed from SADC Member States and relevant stakeholders	Draft and Final Baseline Study Reports
Stakeholder consultations undertaken	Consultations conducted with identified stakeholder groups in accordance with the approved methodology	Consultation records, interview summaries and attendance records
Evidence-based recommendations developed	Practical and actionable recommendations addressing identified institutional and operational gaps	Final Baseline Study Report
Validation completed	Regional validation workshop successfully conducted and stakeholder comments incorporated into the final report	Validation Workshop Report and revised Final Report
Consultancy successfully completed	All contractual deliverables submitted, accepted and approved in accordance with the Consultancy Contract	Formal acceptance by the SADC Secretariat

The SADC Secretariat shall assess progress against these indicators during the implementation of the consultancy and review all contractual deliverables to confirm satisfactory achievement of the expected results.

8.2 Special Requirements

The Consultant shall perform the assignment in accordance with internationally recognised professional and ethical standards and shall ensure that all activities are undertaken with due regard to gender equality, confidentiality, integrity and respect for research ethics. Throughout the implementation of the assignment, the Consultant shall:

- comply with the approved work plan and contractual implementation schedule;
- apply the approved methodology and maintain appropriate quality assurance measures throughout the assignment;
- ensure that all findings are evidence-based, technically sound and supported by reliable data;
- maintain regular communication with the SADC Secretariat and provide progress updates as requested;
- promptly address comments provided by the SADC Secretariat and resubmit revised deliverables within the agreed timeframes;
- ensure that all reports and other contractual outputs comply with the reporting requirements specified in these Terms of Reference; and
- fulfil all contractual obligations before the assignment is considered complete.

Acceptance of each contractual deliverable shall be subject to satisfactory technical review and formal approval by the SADC Secretariat in accordance with the Consultancy Contract. The Consultant shall cooperate fully with any

monitoring, review or audit activities undertaken by the SADC Secretariat, the European Union or any other authorised oversight body during or after implementation of the assignment, in accordance with the provisions of the Consultancy Contract.

ANNEX 2: Expression of Interest Forms

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**COVER LETTER FOR THE EXPRESSION OF INTEREST FOR CONSULTANCY FOR
BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND
MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS**

REFERENCE NUMBER: SADC/3/5/2/446

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS**, in accordance with your Request for Expression of Interests number **SADC/3/5/2/446**, dated for the sum of US\$[.....]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in my CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the SADC Procurement Policy applicable to this Request For Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

- a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the SADC member states;*
- b) they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;*
- d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat's financial interests; or*
- f) they are being currently subject to an administrative penalty.*

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

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE*[insert full name]*

1. Family name: *[insert the name]*
2. First names: *[insert the names in full]*
3. Date of birth: *[insert the date]*
4. Nationality: *[insert the country or countries of citizenship]*
5. Physical address: *[insert the physical address]*
6. Postal address
7. Phone: *[Insert Postal Address]*
8. E-mail: *[insert the phone and mobile no.]*
[Insert E-mail address(es)]
9. Education:

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

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

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

11. Membership of professional bodies: *[indicate the name of the professional body]*

12. Other skills: *[insert the skills]*

13. Present position: *[insert the name]*

14. Years of experience: *[insert the no]*

15. Key qualifications: (Relevant to the assignment)
[insert the key qualifications]

16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....	
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

17. Professional experience:

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

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

18. Other relevant information: (e.g. Publications)

[insert the details]

19. Statement:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 9 and 17 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

ATTACHMENTS: 1) Proof of qualifications indicated at point 9
2) Proof of working experience indicated at point 17

¹ *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained. while for the professional experience the proof shall be either acknowledgement/reference letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

C. FINANCIAL PROPOSAL**CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE
ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC
PEACE SUPPORT OPERATIONS REDUCTION: SADC/3/5/2/446**

N°	Description ¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

SHORT TERM CONSULTANCY CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS: SADC/3/5/2/446

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 BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS**,

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 "**Short Term Consultancy for CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS - Reference Number: SADC/3/5/2/446**" 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 **Short Term Consultancy for CONSULTANCY FOR BASELINE STUDY ON PARTICIPATION OF FEMALE ENGAGEMENT TEAMS AND MEDIATION NETWORKS OF WOMEN IN SADC PEACE SUPPORT OPERATIONS - Reference Number: SADC/3/5/2/446.**"
- 1.5 **Personal Data** means any information relating to an identified or identifiable living natural person. This may include an identifier such as a name or audio-visual materials, an identification number, location data or an online identifier; it may also mean information that is linked specifically to the physical, physiological, genetic, mental, economic, cultural, or social identity of a Data Subject. The term also includes data identifying or capable of identifying human remains.
- 1.6 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.
- 1.7 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to her in this Contract and her details are as follows:

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

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

2. THE SERVICES

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

3. EFFECTIVE DATE AND DURATION

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

3.2 The duration of the Contract shall be three months.

4. PAYMENT

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

4.2 The Individual Consultant shall be paid a total amount of **(USD)**, fixed cost, in accordance with the provisions of Annex 2 to this Contract.

4.3 Payment shall be made to the Individual Consultant in USD unless otherwise provided for under this Contract.

4.4 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to the Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex 1 and 2 to this Contract.

4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the Services provided were delivered and accepted by the Procuring Entity.

5. STATUS OF THE INDIVIDUAL CONSULTANT

5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.

5.2 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this Contract. Such costs shall be assumed included in the Individual Consultant's fees.

6. SUPERVISION OF THE SERVICES

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

7. COMPLIANCE WITH THIS CONTRACT

The Procuring Entity shall be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this Contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this Contract. The Procuring Entity may also request the provision of reasonable documentary evidence to support this.

8. ASSIGNMENT AND SUBCONTRACTING

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

9. BREACH OF THE TERMS

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

10. LIABILITY OF THE INDIVIDUAL CONSULTANT

- 10.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this Contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 10.2 In view of the reliance by the Procuring Entity set out in clause 10.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all

actions, claims, losses or damages arising out of the Individual Consultant's performance of this Contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the Contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

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

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

11. INSURANCE

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

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

11.3 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such

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

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

12. COPYRIGHT

- 12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this Contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.
- 12.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this Contract and, without prejudice to the generality of clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.
- 12.3 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this Contract and, without prejudice to the generality of clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

13. LIABILITY FOR PERSONAL DATA BREACH

- 13.1 The Individual Consultant shall indemnify or hold harmless, the Procuring Entity, from and against all loss, costs, harm, claims, fines, group actions,

liabilities, damages, expenses (including legal fees) suffered or incurred by the Procuring Entity or for which the Procuring Entity may become liable due to any failure by the Individual Consultant to lawfully process Personal Data under the Contract.

- 13.2 The aggregate liability of the Contractor in respect of the indemnity set out in Paragraph 13.1 above shall in no event exceed the total Contract Price.
- 13.3 The Contractor shall adhere to data protection requirements as set in this Contract.

13.3.1 Processing of Personal Data

1. References to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Individual Consultant pursuant to or under the Contract.
2. The Individual Consultant shall:
 - (a) process Personal Data provided by the Procuring Entity for fulfilling specific obligations and instructions from the Procuring Entity as set out in the Contract;
 - (b) comply with all Applicable Data Protection Laws when Processing Personal Data.
 - (c) not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; and
 - (d) keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and ensure that any of its personnel, agent, or sub-contractor who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality.

13.3.2 Data Subject Rights

1. The Individual Consultant shall assist the Procuring Entity by implementing appropriate technical and organisational measures for the fulfilment of the Procuring Entity's obligations to respond to requests by Data Subjects in respect of Personal Data.
2. The Contractor shall:
 - (a) promptly notify the Procuring Entity if it receives a request from a Data Subject in respect of the Personal Data;

- (b) ensure that it does not respond to any request except on the documented instructions of the Procuring Entity.
- (c) promptly notify the Procuring Entity if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and
- (d) promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.

13.3.3 Transfer of Personal Data

1. The Individual Consultant shall not transfer or authorize the transfer of Personal Data outside the country of the Procuring Entity without prior written authorisation of the Procuring Entity.
2. Subject to Clause 13.3.3.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Procuring Entity, the Individual Consultant as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.
3. The Individual Consultant shall ensure the following before transferring Personal Data:
 - (a) the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws; the party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of protection; processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Procuring Entity;
 - (b) and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

13.3.4 Information Security

- 13.3.4.1 The Procuring Entity must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law.
- 13.3.4.2 The Individual Consultant undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Procuring Entity.

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

13.3.5 **Personal Data Breach**

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

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

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

13.3.6 **Records**

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

13.3.6.2 The records maintained by the Individual Consultant shall contain the following information: the name and contact details of the Procuring Entity's representative or the Data Protection Officer, if any; the categories of Data Processing carried out on behalf of the Procuring Entity; where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and a general description of the security measures implemented by the Individual Consultant.

13.3.7 **Sub-Processing**

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

13.3.8 **Deletion or Return of Personal Data**

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

- 13.3.8.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Individual Consultant shall, at the written direction of the Procuring Entity, securely return or delete Personal Data including any copies of it.
- 13.3.8.3 The Individual Consultant shall provide the Procuring Entity with written certification that it has fully complied with the provisions of this Clause.
- 13.3.8.4 If the Individual Consultant is required by law to retain the Personal Data, the Individual Consultant shall advise the Procuring Entity accordingly.

14 SUSPENSION OR TERMINATION

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

15 NO WAIVER

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

16 VARIATIONS

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

17 GOVERNING LAW

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

18 SETTLEMENT OF DISPUTES

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

- 18.8 The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

19. PRIVILEGES AND IMMUNITIES

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

20. ENTIRE AGREEMENT

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

Signed in the English language by:

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

Annex 2: Payment Schedule and Requirements

3. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars *[insert amount]*, which shall be considered the contract value. This amount has been

established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.

4. The breakdown of prices is:

N°	Description ¹	Total (in US\$)
TOTAL FINANCIAL OFFER (All-inclusive lump sum)		

5. The payment shall be made as follows:

- i. 50% of the Contract price upon approval of the Draft Baseline Study Report;
- ii. 50% of the Contract price upon approval of the Final Baseline Study Report and satisfactory delivery of the Final Presentation.

4. **Payment Conditions:** Payment shall be made in US\$ 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:	2bd62b23-d487-412d-95f0-c00af51553f3	Timestamp:	2026-08-18 07:39:52 GMT
Signee Name:	Veronica Zulu. Chingalawa	Sender Name:	Veronica Zulu. Chingalawa
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	REOIFET Baseline Study Final.docx	Document Size:	545.6 KB
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Email Evidence

Signee Email:	vchingalawa@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:	45.215.255.56	Request Timestamp:	2026-08-18 07:39:04 GMT
Signee GPS (if shared):	ZM: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/151.0.0.0 Safari/537.36	Terms Accepted Timestamp:	2026-08-18 07:39:20 GMT

Annotations and Modifications

Signature Count:	0	Form Fields Filled Count:	0
Text Annotation Count:	0	Initial All Pages Count:	1
Single Initial Count:	0		

Signing Evidence

Signee Mobile:	+270000000000	Sign Type:	WebSigning
Security Challenge:	NONE	Part of Workflow:	NONE
Action:	APPROVE	Reason for Action:	Approved

Chain Of Custody Generation

Attached Document Name:	20260818T073952.076573Z REOIFET Baseline Study Final.docx	Attached Timestamp:	2026-08-18 07:39:52 GMT
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Signature Request

Signature Request ID:	288f0291-7d84-43a0-9602-25fccd0ea1fc	Timestamp:	2026-08-18 08:13:35 GMT
Signee Name:	Purpose Chifani	Sender Name:	Purpose Chifani
Request Type:	WebSigning	Request Status:	WEBVIEWER SIGNED

Original Document

Document Name:	REOIFET Baseline Study Finaldocx.pdf	Document Size:	751.3 KB
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Email Evidence

Signee Email:	pchifani@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:	102.134.172.45	Request Timestamp:	2026-08-18 08:11:41 GMT
Signee GPS (if shared):	BW: Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:153.0) Gecko/20100101 Firefox/153.0	Terms Accepted Timestamp:	2026-08-18 08:12:17 GMT

Annotations and Modifications

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Single Initial Count:	0		

Signing Evidence

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Security Challenge:	NONE	Part of Workflow:	NONE

Chain Of Custody Generation

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