



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

REFERENCE NUMBER: SADC/RPC/DRR/01/2017/1

REQUEST FOR SERVICES TITLE:

**INDIVIDUAL CONSULTANCY TO DEVELOP A REGIONAL DISASTER RISK
REDUCTION STRATEGIC PLAN 2016-2030**

READVERTISEMENT

APRIL 2017

1. **The Southern African Development Community (SADC) Secretariat** is inviting interested and eligible Individual Consultants to submit their CVs and Financial Proposal for the following services:

“CONSULTANCY TO DEVELOP A REGIONAL DISASTER RISK REDUCTION STRATEGIC PLAN 2016-2030”. 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. **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 organization or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are not being currently subject to an administrative penalty.*

3. 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.

4. Your proposal clearly marked **“CONSULTANCY TO DEVELOP A REGIONAL DISASTER RISK REDUCTION STRATEGIC PLAN 2016-2030 – SADC/RPC/DRR/01/2017/1”** in a sealed envelope, should be submitted in our tender box located at the following address:
SADC Secretariat

Plot 54385 CBD
Private Bag 0095
Gaborone
Botswana

Attention: Mr. Gift Mike Gwaza MCIPS

6. Expressions of Interest submitted by E-mail **are** acceptable and **MUST** be sent to ggwaza@sadc.int, copy to ckalonga@sadc.int and smoatlhaping@sadc.int.
7. The deadline for submission of your Expression of Interest to the address and email indicated in Paragraph 5 and 6 above is **Friday, 21st April 2017 at 15:00 hours local time**.
8. Your CV will be evaluated against the following criteria.

Criteria	Maximum points allocated
Education and Training	20
Experience and Specific Skills	60
General Skills	20
Total	100

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 2,3,4,5,6 and 7 above),
- The financial proposal does not exceed the maximum available budget for the contract.
- The award will be made to the applicant who obtained the highest technical score. Expressions of Interest not obtaining a minimum score of 70% will be rejected.

(iii) VALIDITY OF THE EXPRESSION OF INTEREST:

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

10. The assignment is expected to commence within two (2) weeks from the signature of the contract.
11. Additional requests for information and clarifications can be made until 10 working days prior to deadline indicated in the paragraph 7 above, from:
The Procuring entity: **SADC Secretariat**
Contact person: **Gift Mike Gwaza/ Mr. Clement Kalonga**
Telephone: **3951842**
Fax: **3972848**
E-mail: gqwaza@sadc.int
Copy: ckalonga@sadc.int

The answers on the questions received will be sent to the Consultant and all questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website at the latest 7 working days before the deadline for submission of the proposals.

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

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

Sincerely,

Name: Gift Mike Gwaza MCIPS

Title: Acting Head – Procurement

Date: 3rd April 2017

Annex 1



Terms of Reference

**SHORT TERM CONSULTANCY FOR THE DEVELOPMENT OF A
REGIONAL DISASTER RISK REDUCTION STRATEGIC PLAN 2016-
2030**

**DIRECTORATE OF THE ORGAN ON POLITICS DEFENCE AND POLITICAL
AFFAIRS**

Regional Political Cooperation (RPC) Programme

1. BACKGROUND

EU-Funded Programme of “Support to SADC Regional Political Cooperation”

The EU-funded “Support to SADC Regional Political Cooperation (RPC)” is designed to strengthen the capacity of the SADC Secretariat; more specifically the Directorate of the Organ on Politics, Defence and Security Cooperation (“the Organ”) in implementing its mandate to effect regional integration in the political and security sectors. The overall objective is to promote peace and security, as a basis for economic growth and poverty reduction in the SADC Region. The programme, whose main purpose is to strengthen the capacity of SADC Secretariat to perform its mandate in the area of politics, governance, peace and security, has a number of key result areas, including Disaster Risk Reduction (Result Area 3), which focuses on “Enhanced Regional Capacity in Respect of Disaster Risk Reduction, Disaster Management and the Coordination and Support of Humanitarian Assistance”.

The development of the **REGIONAL DISASTER RISK REDUCTION STRATEGIC PLAN FOR 2016 - 2030** will be undertaken towards the achievement of the afore-mentioned Result Area 3. This Key Result Area seeks to achieve the following outcome, through a set of three (3) key activities:

A. Outcome

Enhanced Regional Capacity in Respect of Disaster Risk Reduction, Disaster Management and the Coordination and Support of Humanitarian Assistance.

B. Key Activities

Activity 3.1: Strengthen the coordination capacity of the DRR/DM Unit at SADC Secretariat

Activity 3.2: Strengthen capacity for the implementation of the Regional DRR Strategy through the development of a Regional Information Management System

Activity 3.3: Develop a regional disaster preparedness and response strategy, including the strengthening of national and regional early warning systems

The key activities are derived from the SADC Disaster Risk Reduction Strategic Plan 2010 – 2015. The Strategic Plan has five indicative objectives namely:

1. To strengthen governance, legal and institutional framework at all levels of DRR in the region;

2. Facilitate the identification, assessment and monitoring of disaster risks and support the enhancement of early warning systems at all levels;
3. Promote the usage and management of information and knowledge, innovation and education to build a culture of safety and resilience at all levels in the SADC region;
4. Ensure that DRR becomes a national and local priority with a strong institutional basis for implementation; and
5. The integration of preparedness and emergency response into national and regional DRR interventions.

In an effort to attain the aforementioned objectives, the SADC DRR Strategic Plan focuses on capacity enhancement interventions for Member States; assisting them to develop and implement the national DRR/DM strategies that are harmonised with the SADC Regional Indicative Strategic Development Plan (RISDP) and Strategic Indicative Plan for the Organ (SIPO).

In this context, the Regional Political Cooperation Programme (RPC) will strengthen the capacity of the SADC Secretariat to facilitate Member States as well to effectively coordinate the disaster risk reduction and humanitarian assistance agenda in the region. Specifically, the programme supports the development of a Regional Information Management System, based on collection of data and information from the Member States.

In addition, the RPC programme will complete an inventory of national and regional disaster related policies and action plans, with a view to enable their harmonisation with regional and continental strategies and trends. The programme will simultaneously strengthen national and regional early warning systems for the collection and timely exchange of information on hazards and disasters. The programme also supports research on long-term regional changes and trends that affect vulnerabilities and risks, in particular climate change and lead to the development of a regional disaster preparedness and response strategy as well as the Regional Disaster Risk Reduction Strategic Plan, post 2015.

2. OBJECTIVES OF THE CONSULTANCY

The overall objective of this consultancy is to develop a 2016 - 2030 Regional Disaster Risk Reduction Strategic Plan for the SADC Region, taking into account the lessons drawn from implementing the 2010 - 2015 DRR Strategic Plan, the international and regional instruments and/or frameworks for disaster risk reduction and humanitarian assistance.

2.1. Specific objectives

In order to accomplish the above objective, the Consultant will carry out the following tasks:

- a) Develop a SADC Regional Disaster Risk Reduction Strategic Plan for the year 2016 - 2030.
- b) Review and integrate lessons learnt from implementing the SADC DRR Strategic Plan 2010 - 2015, Regional Cooperation Programme and related

regional frameworks.

- c) Establish clear linkages and synergies between the Regional Disaster Preparedness and Response Strategy & Fund and the DRR Strategic Plan.
- d) Consult extensively with the Member States, SADC Secretariat Directorates, Regional Inter-Agency Standing Committee (RIASCO) for Southern Africa and the Non- State Actors (Regional Private Sector Networks and Regional Civil Society Networks) to:
 - i) Define the SADC Regional DRR priorities.
 - ii) Identify internal and external institutional linkages; and
 - iii) Define roles and responsibilities of all sectors involved in disaster risk reduction & humanitarian assistance, conducive for effective implementation of the Strategic Plan.
- e) Develop an Implementation Framework with a defined financial resource mobilisation strategy & Monitoring and Evaluation mechanism for the Regional Disaster Risk Reduction Strategic Plan.
- f) Submit a Consultancy Report detailing the strategic plan development process including lessons learnt, best practices and opportunities for regional disaster risk reduction strategic plan execution in the SADC Region.

2.2. Description of tasks

In order to perform the above tasks, the consultant (s) shall:

- a. Undertake an extensive desk review to collect data and information relevant to the assignment. In this regard the consultant will, among others, acquire and review where applicable documents on the following:
 - i. relevant regional and international disaster risk reduction and humanitarian assistance strategies and frameworks, including but not limited to the following;
 - SADC Regional Indicative Strategic Development Plan 2015 – 2030,
 - Strategic Indicative Plan for the Organ,
 - Africa Disaster Risk Reduction Strategy,
 - Sendai Framework for Disaster Risk Reduction 2015 - 2030,
 - 2030 Agenda for Sustainable Development
 - All SADC Regional-Sector Strategic Frameworks (including Water Resources, Infrastructure, Climate Services, Climate

Change & Adaptation, Health & HIV/AIDS, Gender, etc.).

- ii. key national, regional and international disaster management and /or disaster risk reduction strategies, plans, programmes and reports.
- b. Consult selected national, regional and international institutions and key sectoral actors and stakeholders in the SADC region, including relevant UN organizations, Regional Civil Society and Private Sector Networks, Regional / International Local Government Networks, etc., to identify and acquire the necessary data and information for the assignment;
- c. Be guided by the various SADC, African Union and international policies, protocols, strategies and master plans, decisions and resolutions on Disaster Risk Management/Disaster Risk Reduction, Resilience and Humanitarian Assistance;
- d. Prepare and make a presentation of the draft Regional Disaster Risk Reduction Strategic Plan 2016 - 2030 report at the SADC Senior Management Meeting, regional validation workshop and relevant consultative meeting(s) organised by SADC Secretariat;
- e. Finalize the consultancy report based on comments and additional inputs provided by key stakeholders and from the consultative meeting(s).

3. Required Outputs and Deliverables

The outputs will be:

- a. An inception report (including the conceptualization, work plan for the assignment and strategy document outline);
- b. A consultancy report;
- c. A report of the regional validation/consultative workshop(s);
- d. The SADC Regional Disaster Risk Reduction Strategic Plan document clearly spelling out the Implementation Framework, financial resource mobilisation strategy and Monitoring and Evaluation mechanisms.

4. Duration of the Assignment and Timelines

The assignment is expected to last three (3) working months or 14 weeks, spread over a period of four months.

Time frame	Consultant's deliverables
Ten days after signature of the contract	Submits to SADC DRR Unit an inception report including the conceptualization, work plan for the assignment and strategy document outline.
6 weeks after signature of the contract	Submits the first draft consultancy report and a draft Regional Preparedness and Response Strategy.
Within one week after receiving the first draft	SADC DRR Unit and other stakeholders review and provide comments on the draft report.
8 weeks after signature of contract	Submits a revised draft report.
TBC	Participates and presents in the findings of the assignment at the regional validation workshop(s).
TBC	Submits Final Report

5. Reporting

The consultant shall report to, and perform the assigned tasks under the guidance and direct supervision of the Senior Programme Officer, SADC DRRU, Botswana. The Senior Programme Officer will among other things, facilitate the consultant's contacts with key actors and key stakeholders in the region, and facilitate access to relevant documents and information.

6. Expertise Required

Minimum Requirements:

Education: An advanced University Degree in Disaster Risk Management, Development Sciences/ Studies, Economics, Sustainable Development, Environmental Sciences, International Relations, and any related Social Science disciplines or related fields. Possession of a PhD will be an added advantage.

Experience: A minimum of five years of progressively responsible experience in a DRR/M or related field in the context of Southern or Sub-Saharan Africa. He/she must have a good understanding of the disaster risk management and humanitarian assistance agenda and challenges in the SADC region. A good publication record, including in the field of DRR/M will be an advantage.

Languages: He/she must be fluent in English. He/she must possess excellent written and oral communication skills.

Other Skills: Computer skills for compilation, analysis and dissemination of statistical data are required. Proficiency in database development and

management and information management and technology is an advantage. He/she must have good networking skills and proven ability to speak in public.

He/she must have sound knowledge of the regional institutions in southern Africa.

7. Budget

The maximum budget for the assignment is US\$30,000. The consultant should present a financial proposal, showing consultant's fees and costs deemed necessary in undertaking the assignment.

8. Payment

The consultant(s) fees shall be paid in accordance with the following payment schedule:

- a. 15 (**Fifteen**) per cent upon signing of the contract and submission and acceptance by SADC of the assignment inception note;
- b. 25 (**Twenty-five**) per cent upon submission and acceptance by SADC of the draft report and other outputs;
- c. 25 (**Twenty-five**) per cent upon presentation of the draft report at the validation workshop and presentation of workshop report;
- d. 35 (**Thirty-five**) percent upon finalization and submission of all outputs and its acceptance by SADC.

The payment shall cover the consultant's fee and costs.

9. Evaluation Criteria

All applications received will be assessed using the following criteria:

Category	Points
Education and Training	20
Specific Skills	60
General Skills	20
Total	100

ANNEX 2:

Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT 13
B. CURRICULUM VITAE 15
C. FINANCIAL PROPOSAL 19

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT
[insert name and reference number]

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Expression of Interests number [insert the number], dated [insert date] and my Financial Proposal for the sum of [Insert amount(s) in words and figures¹¹]. This amount 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 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 procedures provided for in the national legislation or regulations of the SADC member states;*
- b) *they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) *they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify;*
- d) *they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) *they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat’ financial interests; or*
- f) *they are being currently subject to an administrative penalty.*

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

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

**REFERENCE NUMBER: SADC/RPC/DRR/01/2017/1 – DEVELOPMENT OF A REGIONAL DISASTER RISK
REDUCTION STRATEGIC PLAN 2016-2030**

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 the Paragraph 9(iii) of the Request for Expression of Interest.

I undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration 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** *[Insert Postal Address]*
- 7. **Phone:** *[insert the phone and mobile no.]*
- 8. **E-mail:** *[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>
<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
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:
<i>[indicate the month]</i>	<i>[indicate the country]</i>	Name of the Company:	<i>[indicate the exact name and</i>	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
<i>and the year]</i>	<i>and the city]</i>	Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>title and if it was a short term or a long term position]</i>	
.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	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 8 and 14 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 15*

1

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

C. FINANCIAL PROPOSAL
[insert name and reference number]

N°	Description ¹	Unit ²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month			
7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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.

² Indicate unit cost..

³ Indicate route of each flight, and if the trip is one- or two-ways

⁴ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANT

STANDARD TERMS OF CONTRACT (Individual Consultant) Contract Name *[insert the name]* Contract Number *[insert the number]*

THIS Contract (“Contract”) is made on *[day]* day of the month of *[month]*, *[year]*, between, **on the one hand,**

[name of Procuring Entity] (hereinafter called the “Procuring Entity”) with the registered business in ***[insert the name address, phone, fax and email of the procurement entity]***

and, on the other hand,

[insert the full name of the individual] (hereinafter called the “Individual Consultant”), with the residence in ***[insert the Individual Consultant’ address, phone, fax, email]***, citizen of ***[insert the Individual Consultant’s citizenship]*** owner of the ID/Passport Number ***[insert the number]*** issued on ***[insert the date]*** by ***[insert the name of the issuance authority]***,

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant 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 **Procuring Entity** means the legally entity, namely ***[insert the name]*** who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated **[insert the date]** for the project **[insert the name]** and reflected as such in the Annex 2 of this contract.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest **[insert the number]** for the project **[insert the name]**.
- 1.5 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt the Services to be performed include all obligations referred to in this Contract (as defined above).

2. The Services

The Individual Consultant will 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. Payment

- 3.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
- 3.2 Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.
- 3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by Project Director, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex II to this Contract. 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.

4. Status of the Individual Consultant

- 4.1 For the duration of the Contract the Individual Consultant will have a status similar to the Procuring Entity's employees with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.
- 4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant and live and work in the countries of the assignment as per the duties under the contract.
- 4.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in its country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the

country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

5. Supervision of the Services

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

6. Compliance with this contract

Procuring Entity will 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. Procuring Entity may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, Procuring Entity may delay or withhold payments in the event of non-compliance.

7. Assignment and Subcontracting

7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, 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 the Individual Consultant shall inform the Procuring Entity the Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third party performance of duties or Services assigned to third party, and neither for ensuring 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.

8. Breach of the Terms

In the event of a breach of any Terms of the Contract the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally 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.

9. Liability of the Individual Consultant

- 9.1 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 by the Individual Consultant in connection with the provision of the Services.
- 9.2 In view of the reliance by Procuring Entity set out in 10.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend 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 Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or 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.
- 9.3 At its own expense, the Individual Consultant shall, upon request of 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.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

10. Insurance

- 10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided. The Individual Consultant is obliged to provide full copies of such insurance within 45 days from the signature of this Contract.
- 10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3 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 Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

- 10.4 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 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.
- 10.5 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.

11. Copyright

- 11.1 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 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 Procuring Entity and its assigns for the use of the same in that connection.
- 11.2 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 Term 9 above, agrees to indemnify Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

12. Non Disclosure & Confidentiality

- 12.1 The Individual Consultant will treat as confidential all information and results obtained in discharging the Services under this Contract and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior agreement in writing of the Project Director.
- 12.2 If the Individual Consultant violates clause 13.1, then it will automatically and legally be held to pay the amount estimated as the minimum reasonable

damages resulting from a breach of confidentiality. This is without prejudice to the right of Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

13. Suspension or Termination

- 13.1 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part the Individual Consultant's appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 14.4 below.
- 13.2 In response to any factors outwith the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.
- 13.3 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if she/he gives a 30 days prior written notice to the Project Director.
- 13.4 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause then 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. No Waiver

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

15. Variations

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

16. Jurisdiction

This contract shall be governed by and shall be construed in accordance with Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts as regards any claim or matter arising under this contract.

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

Signed today ***[insert the date]*** in four (4) originals in English language by:

For the Procuring Entity	Signature	For the Individual Consultant	Signature
Name: <i>[insert full name]</i>		Name: <i>[insert full name]</i>	
Title: <i>[insert the title]</i>		Title: <i>[insert the title]</i>	
Palace: <i>[insert the city and country]</i>		Palace: <i>[insert the city and country]</i>	
Date: <i>[insert the date]</i>		Date: <i>[insert the date]</i>	

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 a ceiling of US Dollars **[insert ceiling 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 its country of residence.

2. The breakdown of prices is: **[fill in the table as per the Individual Consultant’ Financial Proposal presented in the Expression of Interest]**

N°	Description ¹	Unit	No. of Units	Unit Cost ² (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month			

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

² Indicate route of each flight, and if the trip is one- or two-ways.

³ Indicate unit cost.

⁴ Provide clear description of what is their exact nature

7	Others ⁴	TBD			
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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

35% of the contract value upon the Procuring Entity’s receipt of the *inception report* acceptable to the Procuring Entity;

35% of the contract value upon the Procuring Entity’s receipt of the *draft report* acceptable to the Procuring Entity; and

30% of the contract value upon the Purchaser’s receipt of the final report, acceptable to the Procuring Entity.

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