



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY FOR STANDARDIZED REGIONAL ANT-CORRUPTION CURRICULUM

REFERENCE NUMBER: SADC/3/5/2/88

FEBRUARY 2020

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

“CONSULTANCY FOR STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM”

The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

2. **Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:**

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

3. The maximum budget for this contract is US \$ **US\$20,000.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Your proposal in a sealed envelope clearly marked “**REFERENCE NUMBER: SADC3/5/2/88 CONSULTANCY FOR STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM**” **should** be submitted in the tender box located at the following address:

*Secretary to the Tender Committee
SADC Secretariat
Plot 54385 CBD
Private Bag 0095
Gaborone
Botswana*

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is Thursday **26th February at 15:00hours local time**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to imusopole@sadc.int and kmoruti@sadc.int by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

Category	Points
Education and Training	30
Specific Skills	60
General Skills	10
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, 7, 8 and 9 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer (professional fees) within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical 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 calendar days prior to deadline indicated in the paragraph 6 above, from:

The Procuring entity: **SADC Secretariat**

Contact person: Ms Kealeboga N.Moruti

Telephone: **+267 364 1989 / 3951863**

Fax: **3972848**

E-mail: imusopole@sadc.int to gqwaza@sadc.int

The answer 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 calendar 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*

Title: *Head of Procurement Unit*

ANNEX 1: TERMS OF REFERENCE



Terms for Reference

Terms of Reference for Standardized Regional Anti-Corruption Curriculum

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1. BACKGROUND INFORMATION

1.1 Partner country and Procuring Entity

Southern African Development Community (SADC) region

1.2 Contracting authority

SADC Secretariat

1.3 Regional background

SADC is a regional inter-governmental organisation comprising 16 Southern African countries, headquartered in Gaborone, Botswana. SADC's mission is to promote sustainable and equitable economic growth and socio-economic development through efficient, productive systems, deeper co-operation and integration, good governance, and durable peace and security; so that the region emerges as a competitive and effective player in international relations and the world economy. The SADC Programme of Action is outlined in the Organisation's long-term strategic plan; i.e., the Regional Indicative Strategic Development Plan (RISDP) and the Strategic Indicative Plan for the Organ on Politics, Defence and Security Cooperation (SIPO).

The SADC Protocol on Corruption adopted by Heads of State at their Summit in 2001 is the incarnation of regional efforts to collaboratively address the threat that corruption poses. The Protocol entered into force in July 2005. Article 11 of the protocol provided for the establishment of an Anti-Corruption Committee consisting of State Parties to the protocol to oversee its implementation. The SADC Anti-Corruption Committee in 2017, developed a SADC Anti-Corruption Strategic Action plan for 2018-2022. The plan defines strategic priorities for action aligned to the objectives of the SADC Protocol against corruption. Operationalization of the strategic action plan for the region is one of the key outputs of the SIPO (2015-2020) The strategic actions in the plan includes the development of a standardized regional anti-corruption curriculum.

1.4 Current situation in the sector

Anti-corruption Agencies in the SADC region are the fundamental institutional structures through which National anti-corruption efforts are undertaken. They are also at the forefront of regional cooperation efforts in fighting corruption. Well trained Anti-Corruption personnel (i.e. investigators, prosecutors, prevention and public education officers) are crucial to enhancing efforts to combat corruption effectively at both national and regional level. Currently the common practice amongst most of the Anti-Corruption Agencies in the region is that they recruit officers that have not gone through specialized Anti-corruption training. The recruited officers are also largely trained on the job. Most agencies in the region lack well established institutional structures and standards for

ensuring that recruited officer will be subject to specialized Anti-corruption training which will in turn enhance their competencies and skills on the job. This is further exacerbated by absence of regionally defined standards of Anti-Corruption training which member states can benchmark against and strive to upgrade their in-house and in-country training practices to achieve.

The need to develop a curriculum standard for the region is therefore part of SADC regional anti-corruption efforts to improve the training of Anti-Corruption Officers. This will among other things contribute to harmonization of Anti-corruption training approaches and practices in Anti-Corruption Agencies within the Region. Raising the standards of Training of anti-corruption officers within the SADC region has also the potential to contribute to combating corruption effectively and enhancing effective regional cooperation in addressing corruption.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the assignment is to develop a standardized Anti-corruption curriculum for the SADC Region. The curriculum will cover areas of Investigations, Prosecution, Corruption Prevention and Public Education. It is intended among others to provide a basis for Anti-corruption authorities to review their existing training content and practices and bring them into alignment with the proposed standardized curriculum. This training curriculum is expected to cover three levels viz: Basic, intermediate and advanced. The curriculum shall be developed in English and subsequently translated into French and Portuguese. The Curriculum will aim to build on what exists in SADC member states and create a standard that will form the basis for harmonizing and improving what exists.

2.2 Purpose

The purpose of this contract is: to develop a Regional Anti-corruption training Curriculum Standard for SADC to guide and harmonize the training of Anti-Corruption Personnel in the areas of Investigation, Prosecution, Corruption Prevention and Public Education in the SADC Region.

2.3 Results to be achieved by the contractor

- **Result 1:** Analyse existing Anti-corruption training curricula, approaches and practices in SADC member states using the preliminary information gathered by the Secretariat from Member States to fully understand the prevailing situation. In addition, gather additional information if required from Member States. Review the current corruption trends in the SADC Region using already available sources of information as well any

other relevant regional or international Anti-corruption training curricula and the implications of all these on what kind of training standards are required for the SADC Region.

- **Result 2:** Propose key issues in the focus areas of Investigation, Prosecution, Corruption Prevention and Public Education which the curriculum should focus on and develop the draft Standardized Regional Anti-Corruption training curriculum for the SADC region.
- **Result 3:** Facilitate a validation workshop with a cross section of participants from Member States and incorporate the comments from the Member States
- **Result 4:** Submit a final Standardized Regional Anti-Corruption training curriculum for the SADC region.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

- SADC Member States will fully cooperate, support and provide the consultant with the necessary inputs timely to complete the assignment within the envisaged timeframe.

3.2 Risks

- Slow responses from Member States in providing inputs required by for this assignment may delay completion of the assignment leading to possible time and cost overruns.; and
- Different contexts and capacities in Member States may lead to challenges in developing a Standardized Curriculum that may be relevant to all contexts.

4. SCOPE OF THE WORK

4.1 General

Description of the assignment

- a) Prepare an Inception Report that will provide an outline of the work plan. The inception report will indicate the consultant's understanding of the assignment, the activities, methodology and timeframes for developing the Standardized Regional Anti-Corruption Curriculum, risks of the assignment, the consultant's interpretation and comments on the terms of reference.
- b) Undertake desk research with support from the SADC Secretariat and selected Member States comprising of the Troika using appropriate tools and methods to

analyse existing Anti-corruption training curricula, approaches and standards in SADC member states to fully understand the prevailing situation. In addition, review any other relevant international Anti-corruption training curricula. SADC will assist with the process to liaise with the selected Member States through their appointed focal persons to help get information that the Consultant may require for this exercise.

- c) Propose key thematic areas in each focus area (i.e. Investigations, Prosecution, Corruption Prevention and Public Education) of the training curriculum based on experience and needs of the SADC region in combatting corruption. Outline the contents of the proposed thematic issues in each discipline (i.e. Investigation, Prosecution, Corruption Prevention and Public Education) to be included in the curricula.
- d) Develop the Curriculum in line with the focus areas.
- e) Facilitate and present the proposed Standardized Regional Anti-Corruption Curriculum at a Regional Validation Workshop to be organized by SADC and attended by participants from Member States to review the draft curriculum. Consolidate inputs from Member States and compile Report of the Validation Workshop capturing the proceedings of the workshop.
- f) Submit the Final Draft Standardized Regional Anti-Corruption Curriculum.

Geographical area to be covered

SADC is a regional inter-governmental organisation comprising 16 Southern African countries, headquartered in Gaborone, Botswana. The Community's sixteen-member countries are Republics of Angola, Botswana, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Zambia and Zimbabwe, Democratic Republic of Congo (DRC), United Republic of Tanzania, Union of Comoros and the Kingdoms of Eswatini and Lesotho. The Standardized Regional Anti-Corruption Curriculum is meant to cater for all these Member States in the SADC Region.

Target groups

The primary target groups for this assignment will be the SADC Member States, specifically Anti-Corruption agencies in the SADC Region.

4.2 Specific work

- (a) Prepare and Submit an Inception Report.
- (b) Undertake desk research with support from the SADC Secretariat utilizing appropriate tools to fully understand the prevailing situation.
- (c) Develop the draft Standardized Regional Anti-Corruption Curriculum which outlines key issues in detail under each focus area (i.e. Investigation, Prosecution, Corruption Prevention and Public Education).
- (d) Validate the draft Standardized Regional Anti-Corruption Curriculum at a forum with member states.
- (e) Prepare and submit a report of the regional validation workshop, capturing the proceedings of the workshop; and
- (f) Submit the Final Standardized Regional Anti-Corruption Curriculum.
- (g) In addition to this, the Consultant may at a later date and as a follow up to the consultancy work be required to facilitate and guide the accreditation of the standardized program.

4.3 Project management

Responsible body

The Public Security Sector within the Organ Directorate will be responsible for managing the consultancy.

Management structure

The individual consultants shall report to, and perform the assigned tasks under the guidance and direct supervision of the Senior Officer of the Public Security Sector at the SADC Secretariat.

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

The SADC Secretariat will not provide any facilities or equipment to and/or for the use by the Consultant.

5. LOGISTICS AND TIMING

5.1 Location

The consultant will operate remotely through contacts at the SADC Secretariat in Gaborone, Botswana. However, the Consultant will be required to travel to the SADC Secretariat Headquarters in Gaborone, Botswana for the Inception meeting and also to facilitate the Validation Workshop with Member States.

5.2 Start date & period of implementation of tasks

The intended start date is March 2020 and the period of implementation of the contract will be 60 days to complete. Please see Articles 2.1, 2.3 and 2.4 of the special conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1 Staff

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

Key experts

The consultant should have extensive experience and expertise in curriculum development particularly in the area of criminal justice with special focus on Anti-corruption. In addition, the consultant should also have competence and experience in developing training manuals as well as in Anti-corruption capacity building, report writing and good communication skills. Specifically, the following expertise is being sought:

Required experience

- a) Advanced University degree, preferably in law, forensic, financial and/or cyber investigations, criminology, law enforcement or directly related social sciences;

- b) Legal background and an understanding of international law would be an added advantage
- c) At least 5 years relevant and professional experience including extensive knowledge and experience in law enforcement training or in criminal justice preferably anti-corruption or any related issues with regard to SADC countries.
- d) Knowledge of Anti-corruption institutions in the SADC Region and familiarity with their capacity building challenges as well as socio-economical and geo-political drivers in SADC Member States will be highly desirable.
- e) Proven and extensive experience in the development of training curricula and materials including in the area of anti-corruption.
- f) Proven experience in comparative studies, (research) on anti-corruption models of different countries as well as understanding of regional and international conventions/protocols on anti-corruption.
- g) Proven ability and experience in leading and facilitating training workshops on multidisciplinary and multicultural teams;
- h) Excellent report writing skills,
- i) Fluency in English (written and spoken) with excellent drafting and communication skills. Ability to communicate in other SADC Languages will be an added advantage.

Other experts, support staff & backstopping

None required.

6.2 Office accommodation

No office space will be provided since the assignment will be done remotely. As appropriate.

6.3 Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion. SADC Secretariat will provide information and contact details of the competent focal persons within the Member States.

6.4 Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

7. REPORTS

7.1 Reporting requirements

The contractor will submit the following reports in English in one (1) original and one (1) copy:

- **Inception Report** of maximum 15 pages to be produced after 2 weeks from the start of implementation. In the report the contractor shall describe e.g. the consultant understanding of the assignment, the activities, methodology and timeframes for developing the Standardized Regional Anti-Corruption Curriculum, the consultant's interpretation and comments on the terms of reference, risks of the assignment. The contractor should proceed with their work unless the contracting authority sends comments on the inception report.
- **Draft of the Proposed Standardized Regional Anti-Corruption Curriculum.** which among others outlines key thematic issues under each discipline (i.e. Investigation, Prosecution, Corruption Prevention and Public Education) and describes in some detail what skills and knowledge each area will address based on experience and needs of the SADC region in combatting corruption.
- **Report on the Validation Workshop with Member States and the revised Standardized Regional Anti-Corruption Curriculum:** The Validation Workshop will detail the proceedings of the workshop with Member States to review the draft standardized Regional Anti-Corruption Curriculum as well as comments from Member States and outcomes of the workshop. The revised Standardized Regional Anti-Corruption Curriculum will incorporate the comments received from the Validation Workshop. The deadline for sending the report and revised Standardized Regional Anti-Corruption Curriculum is 2 weeks after the Validation Workshop.

7.2 Submission and approval of reports

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

The assignment is expected to run over a period of **60 days**.

8. BUDGET FOR THE ASSIGNMENT AND PAYMENT TERMS

The application should include a detailed budget. The budget for this assignment is US\$20,000.00. The payment schedule will be as follows:

- 30%: upon submission and acceptance of the Inception report, work plan & methodology.
- 30%: upon submission of the draft training curriculum.
- 20% Upon conducting the Validation Workshop and submission of the Workshop Report.
- 20% Upon submission of the Final Draft Training Curriculum following validation

9. MONITORING AND EVALUATION

Definition of indicators

The Consultant will be required to ensure that reporting is done against measurable indicators. These indicators should reflect the Consultant's commitment to delivering quality outputs in a timely manner, and they should be aligned with the Organisation and Methodology proposed by the contractor. The final set of indicators should be provided in the inception report along with progress to be monitored.

The Consultant will have to develop quantitative and qualitative parameters to assess achievement of the expected results over the period of the contract. Regular monitoring of progress of the results will be conducted to evaluate progress on each parameter.

Special requirements

The Consultant must declare any potential conflict of interest between the provision of the requested services, and other activities in which they, a member of their consortium

of group (s), or any expert proposed in their offer is engaged. Conflicts of interest will be examined on a case by case

10. EVALUATION CRITERIA

The following evaluation criteria will be used to assess the proposal. A Proposal that scores above 70% will be accepted.

Category	Points
Education and Training	30
Specific Experience	60
General Skills	10
Total	100

ANNEX 2: Expression of Interest Forms

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A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT

REFERENCE NUMBER: **SADC/3/5/2/88**

CONSULTANCY TO FOR THE STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM

Gaborone, 5th February 2020

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/88**, dated 5th February 2020 for the sum of US\$30,000.00 [Thirty Thousand Dollars Only]. 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* 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 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’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 10 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
<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 and the year]</i>	<i>[indicate the country and the city]</i>	Name of the Company: Address of the company: Phone:	<i>[indicate the exact name and title and if it was a</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
		Fax: Email: Name and title of the reference person from the company:	<i>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

REQUEST FOR SERVICES TITLE: STANDARDIZED REGIONAL ANTI CORRUPTION CURRICULUM.

REFERENCE NUMBER: SADC/13/11/8

N°	Description¹	Unit²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
Fees		Day			
Reimbursable expenses, out of which		Total			
1	Per diem allowances	Day	N/A		
2	Flights ³	Trip	N/A		
3	Miscellaneous travel expenses ⁴	Trip			
4	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum	N/A		
	ii) Health insurance	Lump sum	N/A		
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum	N/A		
5	Drafting, reproduction of reports	Lump sum			
6	Office rent	Per month	N/A		
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 CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/88 - : STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM

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

The SADC Secretariat (hereinafter called the "Procuring Entity") with the registered business in: *Plot 54385 CBD, Private Bag 0095, Gaborone, Botswana*

and, on the other hand,

[Insert the full name of the individual] (Hereinafter called the "Individual Consultant"), with 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 **the SADC Secretariat** 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.

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 **SADC/3/5/2/88 – STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM**

”

and reflected as such in the Annex 2 of this contract.

Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest
REFERENCE NUMBER: SADC/3/5/2/88 - : STANDARDIZED REGIONAL ANTI-CORRUPTION CURRICULUM

- 1.3 **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 the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. 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.

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 contractor 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 to 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 his/her 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 4.3 above.

5. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to 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 (s)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.

6. Compliance with this contract

The 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. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the 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, (s)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.

7.2 When the Project Director agrees that the activities under the contract can 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 will 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.

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 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.

9.2 In view of the reliance by the Procuring Entity set out in 9.1 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.

9.3 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.

9.4 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 (s)he expresses a serious reservation.

10. Insurance

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

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 the 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 the Procuring Entity which shall have the unfettered right to assign and grant sub-licenses 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 license to the Procuring Entity and its assigns for the use of the same in that connection.

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 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. Non-Disclosure & Confidentiality

12.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential 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 written agreement of the Project Director.

12.2 If the Individual Consultant violates clause 12.1, then (s)he 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 the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

13. Suspension or Termination

13.1 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 13.4 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.

13.2 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.

13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 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. No Waiver

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorized 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.

15. Variations

Any variation to these terms or the provisions of the Annexes shall be subject to a written Addendum and be signed by duly authorized signatories on behalf of the Individual Consultant and the 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 in regard to 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 the English language by:

For the Procuring Entity		For the Individual Consultant	
Name :		Name :	
Position :			
Place :		Place :	
Date:		Date :	
Signature:		Signature:	

Annex 1: Terms of Reference

[insert the Terms of Reference]

Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars ***[insert 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 his/her country of residence.
2. The breakdown of prices is:

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

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

3. The payment shall be made in accordance with the agreed schedule in line with the deliverables

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