



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANTS

REFERENCE NUMBER: *SADC/FANR/02/16*

REQUEST FOR SERVICES TITLE:

**INDIVIDUAL CONSULTANCY TO CONDUCT STIGMA AND DISCRIMINATION
STUDY AMONG SEX WORKERS AT CROSS BORDER WELLNESS SITES IN
THE SADC REGION**

NOVEMBER 2016

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 CONDUCT STIGMA AND DISCRIMINATION STUDY AMONG SEX WORKERS AT CROSS BORDER WELLNESS SITES IN THE SADC REGION”. 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 CONDUCT STIGMA AND DISCRIMINATION STUDY AMONG SEX WORKERS AT CROSS BORDER WELLNESS SITES IN THE SADC REGION – REFERENCE NUMBER SADC/FANR/02/16”** 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 boraeng@sadc.int, onthase@sadc.int and vchipfakacha@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 **Wednesday, 7th December 2016 at 10:00 hours local time**
8. Your CV will be evaluated against the following criteria.

Criteria	Maximum points allocated
Education and Training	35
Experience and Specific Skills	40
General Skills	25
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/ Dr. Vitalis Chipfakacha**
Telephone: **3951842**
Fax: **3972848**
E-mail: gqwaza@sadc.int
Copy: vchipfakacha@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: 15th November 2016

Annex 1



The Study on Stigma and Discrimination Among Sex Workers in the SADC Region

Terms of Reference

**Directorate of Social and Human Development and Special Programmes P.
Bag 0095 Gaborone**

Botswana

November 2016

1. Background.

The SADC Region is the epicentre of the HIV epidemic. Although the epidemic is largely a generalised one, there are pockets of concentrated epidemics amongst populations at high risk of HIV infection such as sex workers, long distance truck drivers and people who inject drugs. Unfortunately, in most of the SADC Member States, there are no large-scale interventions in most countries to serve the health and HIV needs of these high risk groups. Thus, there is need to develop HIV prevention, treatment, care and support services for these marginalised groups. In recognition of this need, the SADC region received funding from the Global Fund (GF) to support the implementation of an HIV and AIDS Cross-Border Initiative (CBI) that offers basic health and HIV services to sex workers (SWs), long distance truck drivers (LDTDs) and members of communities at selected high-volume border sites. These services are provided at static wellness sites that have been established as part of the implementation of the CBI. Services provided at wellness sites include management of common communicable diseases and other ailments, HIV testing and counseling and referral to government facilities for relatively advanced services that cannot be provided at wellness sites.

The CBI is being implemented in twelve SADC mainland countries of Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Malawi, Mozambique, Namibia, South Africa, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe. The twelve countries signed Memorandums of Understanding with the SADC Secretariat as a sign of commitment to facilitate implementation of the CBI including provision of medicines and supplies and ultimately taking over the management of fully functional wellness sites towards the end of the GF grant.

A study is proposed to objectively establish the extent to which SWs are discriminate at health facilities when they visit for services. The study will be conducted in the catchment areas of a sample of selected wellness sites.

2. Rationale for the stigma and discrimination study

In this study sex workers are defined as women, men and transgender people who receive money or goods in exchange for sexual services and who consciously define those activities as income generating even if they do not consider sex work as their occupation (WHO 2002)

Population groups at high risk of infections with HIV such as SWs are subjected to stigma and discrimination of different forms. According to the California Mental Health Society, **stigma** refers to the beliefs and attitudes that deeply discredit a person or group because of an association with a certain trait/s. On the other hand, discrimination relates to actions or omissions that harm or deny services or entitlements to stigmatised individuals. Stigma and discrimination fall into four broad categories: physical, social, verbal and institutional. Physical stigma and

discrimination includes physical isolation and violence. Stigma and discrimination are not rare or isolated events and operate at multiple levels: within families, communities, institutions, such as health care facilities and places of employment, in the media, and in government policies, laws and legislation. In 2006, UNAIDS categorised HIV stigma and discrimination along with inequity and human rights abuses as primary obstacles to scaling up HIV and AIDS services and achieving Universal Access to comprehensive HIV prevention, treatment, care and support

Stigma and discrimination militates against access to services by these marginalised groups of people. Access challenges to services, especially health and HIV services may be due to health service providers stigmatising and discriminating attitudes against SWs. The stigma may also be unreal but perceived by SWs. Limited studies on stigma have been conducted on SWs. In all 15 MS of the SADC Region there are restrictive laws on commercial sex workers. There is therefore need for a stigma and discrimination study to assist in HIV programming, care, support and access to services. Findings from this study would provide evidence on the prevalence and magnitude of stigma and discrimination among SWs. This evidence would assist the region and Member States in designing, implementing and managing HIV prevention programmes.

There is an indicator in the CBI Performance Framework (PF) that relates to stigma and discrimination. This study will generate baseline values for the indicator although the likely changes due to the advocacy work of the wellness sites may be compromised due to the delays in undertaking the study.

Information from the SWs stigma and discrimination study would broaden our understanding of the extent and type of stigma and discrimination they face, strengthening the advocacy efforts of organisations fighting for improved rights for SW and other key populations. The information on the experiences of SWs will allow countries and the region to:

- Document the various experiences of Sex Workers (SWs) regarding HIV-related stigma and discrimination;
- Compare the situation of SWs across wellness sites in terms of magnitude of stigma and discrimination; and
- Provide an evidence base for policy change and programmatic intervention

Further, no studies to systematically measure stigma among SWs have been conducted in the catchment areas of CBI wellness sites. Such studies would systematically assess the nature, type and magnitude of stigma and discrimination to which sex workers are subjected to. This is the purpose of the proposed study. This information is very useful to inform health service providers about how SWs feel when they visit health service delivery point for services. Furthermore, the findings from the study will guide service providers at both the wellness sites and Government health facilities when they interact with SWs.

Knowledge of the magnitude of stigma and discrimination would go a long way in integrating SWs in the national HIV and AIDS response. The findings from the proposed study will be used for advocacy purposes by stakeholders for the recognition of the potential challenges and negative effects on the HIV epidemic of not mainstreaming SWs in national HIV responses. In a number of countries including some in the SADC region, sex work is considered illegal. Findings from the study may also help the policy makers to re-visit the national legal positions vis-à-vis sex work.

The CBI has a Performance Framework (PF) that objectively measures progress in the implementation of the grant activities. One of the indicators in the PF is: *“Percentage of SWs reporting on stigma and discrimination at health facilities”*. This indicator has no baseline value because of data paucity. Thus, the proposed study will generate the baseline level of the indicator and assist in setting a target for the indicator for 2017.

3. Purpose and Objectives of the SWs Stigma and Discrimination Study

The purpose of the proposed SWs study on stigma and discrimination is to gain a better understanding of the magnitude and form of stigma and discrimination experienced by SWs as they access health and HIV services. Furthermore, the study will gather baseline information for the CBI PF.

3.1 Specific Objectives

The specific objectives of the study are:

- to determine the magnitude and type of stigma and discrimination experienced by SWs in general;
- to determine the magnitude and type of stigma and discrimination experienced by SWs at health facilities;
- to document and assess restrictive laws that may need policy and legislative changes to assist in HIV prevention effort.
- to assess extent of self-perceived stigma and discrimination among SWs;

4. Scope and Methodology

The study will be conducted in a representative sample of catchment areas of the 12 CBI wellness sites that were established during Phase 1 in seven SADC countries. The study will adapt the methodology used in the Stigma Index studies and uses both quantitative and qualitative methods to address the research objectives. A quantitative survey will be conducted to gather

quantitative data while qualitative methodology will be used to collect in-depth information including experienced situations by individual SWs.

The consultant recruited to undertake this study will fully explain the methodology that will be used providing good justifications for the appropriateness of the proposed methodology in answering the research objectives.

4.1 Ethical Clearance

This research is part of the on-going implementation of the SADC HIV and AIDS CBI, thus, does not require ethical clearance from the participating MS. All the participating MS have signed Memorandums of Understanding with the SADC Secretariat. However, the individual SWs must sign a form of consent before they are interviewed or participate in Focus Group Discussions (FGDs).

4.2 Sampling

During Phase 1 of the HIV and AIDS CBI, 12 wellness sites were established in seven MS. We propose that one wellness site from the seven MS must participate in the study. Thus, seven out of the 12 wellness sites will be visited during the study. The consultant must explain how they will select wellness from MS that have more than one wellness site.

In terms of the population of SWs, the consultant will explain how they will sample those who will participate in the study. There are possibilities that in most SADC countries, there are informal organisations that work with SWs. The researchers want to consult with such organisations in the twelve SADC in-land countries in order to understand how best to reach the sex workers. The expectation is that such organisations have regional affiliates in each Member State.

4.3 Data collection

This study will adapt the standard questionnaire that has been developed for use in conducting the People Living with HIV (PLHIV) Stigma Index Study. However, it is important to note that not all SWs are HIV positive and this is important to take into consideration when adapting the questionnaire to avoid questions that may annoy the respondents and potentially reduce the response rate.

While the adapted standard questionnaire will collect quantitative data, the consultant may want to conduct Focus Group Discussions (FGDs). Thus an FGD Guide will be developed and used for collecting qualitative information. The FGD information will be complemented by information from SWs and a smaller sample of health service providers that will be interviewed. Service providers will be interviewed to get their perceptions vis-à-vis stigma and discrimination experienced by SWs as they try to access health services.

In order to ensure that data that are collected are of good quality, data quality assurance measures must be put in place. Secondly, research assistants who will be collecting data from the field must also be adequately trained to comprehend the meaning of each of the questionnaire items.

There must be intensive field supervision especially during the early stages of data collection in order to address the problems that may be encountered. This will ensure that challenges encountered by research assistants are addressed early enough in the data collection process.

4.4 Data Analysis

The Consultant must explain how the data will be analysed and the statistical packages that will be used. The types of analyses to be used must be fully explained for both quantitative and qualitative data.

5. Validation and consensus building workshop

In order for the findings to be used to inform programming, the findings from the study must be validated by experts from Member States. Experts from Member States must endorse the findings, a process that signifies that indeed the findings are a true reflection of the prevailing information on SWs in the region.

6. Dissemination and plan for utilisation of findings

It is always good practice to disseminate the findings from the study. The findings must be disseminated to SWs, health service providers, policymakers and key stakeholders. The dissemination must highlight the key findings and their potential implications for policy and programme design.

7. Qualifications and Experience of the Consultant

The Consultant who will be contracted to undertake this work must have the following:

- Advanced degree, that is, a Masters degree or a PhD in the social sciences or health field;
- Minimum of five years experience in conducting research using social science research methodologies;
- Familiarity with computer-based statistical analysis packages, such as Epi Info; Stata; SPSS; etc
- Familiarity with word processing; and

8. Reporting

Overall, the Consultant will report to the Director of Social and Human Development and Special Programmes through the Head of the HIV and AIDS Unit of the SADC Secretariat. On a daily basis, the Consultant will work closely with the Technical Advisor responsible for Research, Monitoring and Evaluation in the HIV and AIDS Unit of the SADC Secretariat.

9. Work Plan

This consultancy will be undertaken in a period of 38 days as shown in Table 1 below

No.	Activity	Days	Deliverable
1.	Prepare Inception Report	5	Inception Report approved by the IMG
2.	Field work	21	Field work report
3.	Prepare research report	7	Draft Research Report
4.	Facilitate at Validation and Consensus Building Workshop	3	Record of Validation and Consensus Building Workshop
5.	Finalise research report	2	Final Research Report
	TOTAL	38	

ANNEX 2:

Expression of Interest Forms

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT	14
B. CURRICULUM VITAE	16
C. FINANCIAL PROPOSAL	20

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.

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.

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

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 the 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. **Civil status:** *[insert: married/ divorced/single/ widower]*
- 6. **Purchase Order details:** **Address:***[insert the physical address]*
Phone: *[insert the phone and mobile no.]*
E-mail: *[insert the email]*
- 8. **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>

7. **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>

- 8. **Membership of professional bodies:** *[indicate the name of the professional body]*
- 9. **Other skills:** *[insert the skills]*
- 10. **Present position:** *[insert the name]*
- 11. **Years of experience:** *[insert the no]*
- 12. **Key qualifications:** (Relevant to the assignment)
[insert the key qualifications]
- 13. **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>

14. 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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: 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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: 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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: 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 Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:

15. **Other relevant information:** (e.g. Publications)

[insert the details]

16. 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 request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorized 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: 15 November 2016

ATTACHMENTS: 1) ***Proof of qualifications indicated at point 8***
2) ***Proof of working experience indicated at point 14***

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 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			
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 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.