



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP
EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS**

REFERENCE NUMBER: SADC/3/5/2/114

12th October 2020

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

CONSULTANCY FOR TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS.

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\$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. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/114 CONSULTANCY FOR TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS**” to the email address below:

erp@sadc.int

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **2nd November 2020 at 15:00hours local time**

7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	30
General professional experience	10
Specific professional experience	60
Total	100

8. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) **EVALUATION AND AWARD OF THE CONTRACT:**

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.
- The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, will be awarded the contract

(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.

9. The assignment is expected to commence within **two (2) weeks** from the signature of the contract.
10. Additional requests for information and clarifications can be made until 10 calendar days prior to deadline indicated in the paragraph 6 above, via email from:

tenders@sadc.int and tnyamukondiwa@sadc.int

copied to: vchingalawa@sadc.int and mmosupyoe@sadc.int

The answers to the questions received will be posted on the SADC Secretariat's website at the latest 7 calendar days before the deadline for submission of the proposals.

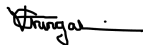
ANNEXES:

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ANNEX 2: **Expression of Interest Forms**

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Yours Sincerely,



Name: Veronica Zulu Chingalawa

Title: Acting Head - Procurement

ANNEX 1: TERMS OF REFERENCE



(Global Priced)

TECHNICAL ASSISTANCE TO SADC SECRETARIAT ON BUSINESS CONTINUITY AND EMERGENCY RESPONSE PLAN

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1. BACKGROUND INFORMATION

1.1. Partner country

The Southern African Development Community (SADC) Secretariat, SADC is an inter-governmental organization quartered in Gaborone, Botswana. It was founded on 1 April 1980, initially as the Southern African Coordinating Conference (SADCC), then transformed on 17 August 1992 to SADC following the signing of a Declaration and Treaty in Windhoek, Namibia at a Summit of Heads of State and Government.

1.2. Contracting authority

The SADC Secretariat, based in Gaborone, Botswana.

1.3. Background

SADC Secretariat seek to achieve development, peace and security, end economic growth, alleviate poverty, enhance the standard and quality of lives of the peoples of Southern Africa, and support the socially disadvantaged through regional integration, built on democratic principles and equitable and sustainable development.

The Community's sixteen member countries are Angola, Botswana, Democratic Republic of Congo, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Union of Comoros, Zambia and Zimbabwe

The SADC Programme of Action is outlined in the Organisation's long-term Regional Indicative Strategic Development Plan (RISDP).

The Mandate of the SADC Secretariat, as outlined in the SADC Treaty, includes the following:

- Strategic planning and management of SADC Secretariat;
- Coordination and harmonization of the policies and strategies;
- Mobilization of resources, co-ordination and harmonization of programmes and projects with cooperating partners
- Devising appropriate strategies for self-financing and income generating activities and investment.
- Representation and promotion of SADC; and
- Promotion and harmonisation of policies and strategies of Member States.

1.4. Current situation in the sector

In 2019, the SADC Secretariat launched a process to develop a business continuity plan and management system. Through the recognition of threats and risks facing the institution, it was deemed necessary to create a strategy in order to ensure that the policies, personnel and assets of the Secretariat are protected and able to function in the event of a disaster.

The European Union, through the 11th EDF Institutional Capacity Development Programme (ICDP) supported the Secretariat in initiating the process and appointed a Consultant in August 2019 to develop a Business Continuity Plan (BCP) which a Disaster Recovery Plan (DRP). This included developing Business Impact Analysis and risk assessments, and Emergency Response Plans (ERP) for all Directorates/Units for the Secretariat Head Quarters and the two satellite offices, namely Regional Peacekeeping Training Centre (RPTC) in Zimbabwe, Harare, and the SADC Plant Genetic Resources Centre (SPGRC) in Zambia, Lusaka.

All the deliverables were completed, except for the development of the ERP for the Headquarters due to scope changes during execution of the project.

The Secretariat does not currently have an official who is a Business Continuity specialist, and therefore a skill capacity gap exists.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the assignment is to develop the Emergency Response Plan for the Secretariat Headquarters, and the Climate Service Centre in Gaborone, and to capacitate the Business Continuity Technical Team through training to operationalise the BCP, and the Internal Auditors to execute audits of effective implementation of the BCP.

2.2. Purpose

The purposes of this contract are as follows:

- Develop an Emergency Response Plan(ERP) for SADC Headquarters and the Climate Service Centre;
- Train and capacitate the Business Continuity Technical Committee of the Secretariat to coordinate implementation and operationalisation of the BCP;
- Train Internal Auditors on effective approaches in auditing the effective implementation of BCP within the Secretariat, including at Satellite offices.

2.3. Results to be achieved by the contractor

The main results to be achieved by the Contractor under this assignment are:

- 1) Develop the Emergency Response Plan for the SADC Secretariat Headquarters and the Climate Service Centre aligned to the already developed ERP's for the satellite offices and the SADC Secretariat ICT Continuity Management Framework
- 2) Ensure the sustainability of the BCP and DRP through the transfer of knowledge and the training of the personnel concerned, according to their needs.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

During this assignment, obtaining and understanding the BCP report and Annexures thereto of the previous consultant will be essential for the consultant, in order to help him meet all the organisations requirements, and to perform the work and deliver the outcomes as described in the following section 4 (Scope of Work). Close collaboration with key personnel who were involved in the development of the existing BCP will also be essential to assist the consultant in completing the assignment effectively and within the prescribed period.

In order to efficiently prepare and implement this mission, the consultant will assume that the Secretariat will be able to provide all the necessary assistance and documents.

The main risks associated with the project are:

No.	Risk	Rating	Mitigation
1.	The approach and methodology of the consultant may be different from that of the previous consultant	Med-High	The approach and methodology used by the previous Consultant will be provided to be used as point of reference.
2.	The availability and participation of relevant personnel to assist the consultant	Low	A schedule will be issued in advance to request employees to block dates on which they would be requested to participate in meetings or trainings.

3.	The limitations posed by the COVID-19 Pandemic, which may affect effective communication	Low	Virtual tool to be arranged and provided by the Secretariat.
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4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The Contractor will in terms of these Terms of Reference undertake the following tasks:

1. To assist the SADC Secretariat in developing the Headquarters Emergency Response Plan;
2. To perform a risk assessment and develop an Emergency Response Plan for the Climate Service Centre in Gaborone
3. Test the Emergency Response Plan, and incorporate corrective measures in finalising the Plan;
4. To provide training on the Business Continuity Plan, its maintenance and its implementation.
5. To provide training to Internal Auditors on the assessment of the adequacy and effectiveness of the BCP.

4.1.2. Geographical area to be covered

SADC Secretariat Headquarters and Climate Service Centre in Gaborone

4.1.3. Target groups

- Business Continuity Technical Committee Members;
- Internal Auditors

4.2. Project management

4.2.1. Responsible body

The Directorate of Internal Audit and Risk Management of the SADC Secretariat will be responsible for managing the contract.

4.2.2. Management structure

The Consultant will report to the Director Internal Audit and Risk Management through the Senior Officer: Risk Management. The SADC Secretariat, represented by the Chairperson of the Audit and Risk Management Committee will oversee the assignment.

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

The following facilities will be provided to the Consultant:

1. Virtual facilities for meetings if the Consultant will be working remotely;
2. Office space, copier, scan, and internet facilities if the Consultant will be working from the office.

5. LOGISTICS AND TIMING

5.1. Location

SADC Secretariat premises at Gaborone, Botswana, or virtually, depending on lockdowns situation when the project is carried out.

5.2. Start date & period of implementation of tasks

The intended start date is 15 October 2020 and the period of implementation of the contract will be two months

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 value add the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. The Consultant

The Consultant must submit CVs and signed statements of exclusivity and availability.

The profile of the consultant for this contract are as follows:

The assignment requires an expert with knowledge and experience in designing, planning, implementing and testing Business Continuity Management Systems, Emergency Response Plans (ERP's).

Qualifications and skills

- a) Master's Degree in Business Administration, ICT or equivalent professional qualification in Business Continuity Management;
- b) Proven knowledge of ISO 27031 and/or BS 25777 standards and certification processes will be an added advantage;
- c) ITIL Certification in Service Design Lifecycle or equivalent qualification will be an added advantage:

General professional experience

- d) At least 10 years of general professional experience and/or 5 years of experience in risk management and business continuity planning in the private and public sector;

Specific professional experience

- e) at least three successful experiences of implementation of business and technical impact analysis, and management of ICT Continuity Management System based on ISO 27031 and/or BS25777 standards, for private and/or public sector organizations;
- f) at least three successful experiences as a trainer in risk management, ICT risk management and business continuity planning in public and/or private sector institutions;

Other requirements

- g) Excellent analytical and communication skills;
- h) fluency in both written and oral English (knowledge of French or Portuguese an added advantage);
- i) Excellent drafting and presentation skills as well as thorough knowledge of working with standard MS Office suite.

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

6.2. Office accommodation

Office accommodation for the consultant working on the contract shall be provided by the contracting authority.

6.3. Facilities to be provided by the Secretariat

The Secretariat shall ensure that the consultant is adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and provision to enable the consultant to concentrate on their primary responsibilities.

7. REPORTS

7.1. Reporting requirements

The Consultant shall submit the following assignment reports in English in electronic version and printed copies:

- 1 electronic copy and 1 hardcopy to the Director Internal Audit and Risk Management,

Name of report	Content	Time of submission
Inception Report (max 12 pages)	In the report the consultant shall analyse the existing situation, outline the approach to be adopted, any requirements for meetings/interviews as well as highlighting any key issues/concerns with respect to these TORs and the foreseen difficulties, in addition to his program of work. The consultant should proceed with his/her work unless the contracting authority sends comments on the inception report.	No later than 5 working days from the start of implementation
Draft Final Report (max 50 pages, main text, excluding annexes)	Detailed description of achievements including problems encountered and recommendations. The deliverables produced as per section 4.2 will be annexed to the report.	No later than 5 working days before the end of the period of implementation of tasks.
Final Report	Detailed Description of achievements including problems encountered and recommendations, incorporating any comments received from the parties on the draft report; The final report must be provided along with the corresponding invoice. The deliverables produced as per section 4.2 will be annexed to the report.	Within 10 working days of receiving comments on the draft final report from the Project Manager identified in the contract.

7.2. Submission and approval of reports

The report referred to above must be submitted to the Director: Internal Audit and Risk Management., who shall be responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The following shall be the key performance indicators for the project:

- Comprehensive Emergency Response Plan is provided for the Secretariat Headquarters and Climate Service Centre;
- Successful testing of the ERP's is performed;
- Identified personnel are trained

9. ESTIMATED COST IMPLICATION

The estimated total cost of the project is USD 20,000.

10. Payment SCHEDULE

100% of the contract value shall be paid upon submission of final report and approval by SADC.

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: **SADC/3/5/2/114**

CONSULTANCY FOR TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS.

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS.**” in accordance with your Request for Expression of Interests number **SADC/3/5/114**, dated **12th October 2020** for the sum of *(Insert Amount)*. 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 9 and 17 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 17 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

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

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

C. FINANCIAL PROPOSAL

**TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP
EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS.**

REFERENCE NUMBER: SADC/3/5/2/114

N°	Description¹	Unit²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
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..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/114 - : TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS.

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/3/5/2/114 – TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS**

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/3/5/2/114 - : TECHNICAL ASSISTANCE TO SADC SECRETARIAT TO DEVELOP EMERGENCY RESPONSE PLAN OF SADC HEAD QUARTERS.

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: 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 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°	Description¹	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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

The total payment will be made on completion and approval of the Project and approval of the Emergency Response Plan of the Head Quarters by the DIARM.

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

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