



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE
FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT

REFERENCE NUMBER: SADC/ 3/5/2/225

23rd February 2022

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

CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT

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\$15,000.00 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-3/5/2/225** **CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT** the email address below:

360degree@sadc.int

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **15th March 2022 at 09:00hours local (Botswana) 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

Technical Evaluation

The minimum technical score required to pass is **70 points**. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: $\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100$

Financial evaluation

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

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

- the scores awarded to the technical offers by **0.80**
 - the scores awarded to the financial offers by **0.20**
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 to the address below:

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Purpose Chifani

Telephone: +267 3951863

Fax: 267 3181070

E-mail: pchifani@sadc.int and tenders@sadc.int

copy to: hmaripe@sadc.int rhaufiku@sadc.int

The responses to the requests for clarification shall be posted on the SADC Secretariat's website.

The closing Date for receipt of requests for clarification is **03rd March 2022**

The Closing date for responses to requests for clarification shall be: **07th March 2022**

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,

Purpose Chifani

Acting Head of Procurement Unit



TERMS OF REFERENCE

Global Price

CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT

1. BACKGROUND INFORMATION.....	8
1.1 Partner country and procuring entity.....	8
1.2 Contracting authority.....	8
1.3 Country background.....	8
1.4 Current situation in the sector.....	8
1.5 Related programmes and other donor activities.....	9
2. OBJECTIVE, PURPOSE & EXPECTED RESULTS.....	9
2.1 Overall objective.....	9
2.2 Purpose.....	9
2.3 Results to be achieved by the contractor.....	9
3. ASSUMPTIONS & RISKS.....	9
3.1 Assumptions and Risks underlying the project.....	9
3.2 Risks.....	9
4. SCOPE OF THE WORK.....	10
4.1 General.....	10
4.2 Project management.....	10
5. LOGISTICS AND TIMING.....	11
5.1 Location.....	11
5.2 Start date & period of implementation.....	11
6. REQUIREMENTS.....	11
6.1 Staff.....	11
6.2 Office accommodation (when applicable).....	12
6.3 Facilities to be provided by the contractor.....	12
6.4 Equipment.....	12
6.5 Incidental expenditure.....	12
7. REPORTS.....	12
8. MONITORING AND EVALUATION.....	13
8.1 Definition of indicators.....	13
8.2 Special Requirements.....	13

1. BACKGROUND INFORMATION

1.1 Partner country and procuring entity

Member States of Southern African Development Community (SADC) are Partner Countries. Procuring Entity is Southern African Development Community Secretariat (SADC Secretariat) located in Gaborone, Botswana.

1.2 Contracting authority

SADC Secretariat

1.3 Country background

The Southern African Development Community herein referred to as ‘SADC’ Secretariat is made up of Angola, Botswana, Comoros, Democratic Republic of the Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia, and Zimbabwe. SADC is a body that facilitates the implementation of SADC programmes and activities to meet its objectives and overall goal of poverty eradication and regional integration. The main objectives of SADC are to achieve development, peace and security, and economic growth, to alleviate poverty, enhance the standard and quality of life of the peoples of Southern Africa, and support the socially disadvantaged through regional integration, built on democratic principles and equitable and sustainable development.

1.4 Current situation in the sector

SADC Secretariat has in place a Performance Management Policy and related tools to ensure that individual employee and business goals are aligned and contribute towards the overall Strategic goals of the organisation. The Secretariat’s current performance management method is a 180-degree evaluation model, which entails that an appraisee completes a self-evaluation followed by the supervisor assessment, which is then discussed and agreed with the supervisor during the one on one performance review. The current process does not make provision for an assessment from additional parties other than the supervisor for example peers to peer or team members. This method has been seen to have some limitation, which are perceived to impair objectivity, when compared to 360- Degree evaluation model.

The Secretariat is considering to adopt a multiple-rater 360-Degree performance evaluation focusing on the Organisation Values as the dimensions to be assessed. This approach will enhance objectivity and reliability when evaluating soft issues as part of performance feedback. This will also promote regular supportive and transparent feedback for improving employee’s conduct, continuous development and coaching opportunities.

Hence, the Secretariat is seeking to engage a suitable service provider to develop the 360-degree performance appraisal feedback in manner that enhances the Secretariat existing

Performance Management System and can ensure data confidentiality, transparency and anonymity.

1.5 Related programmes and other donor activities

None

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective is to implement a 360-degree multiple rater assessment system for the purpose of individual performance reviews feed-back and inculcate the way employees are living the Secretariat Values.

2.2 Purpose

The purpose of this contract is to review the existing 180-degree performance evaluation feed-back relating to Secretariat Values;

2.3 Results to be achieved by the contractor

- a) 360 -degree performance feedback assessment system/tool developed and implemented in the current system already in place.
- b) Reviewed SADC Values descriptions document'
- c) 360-Degree Feedback step by step implementation document
- d) Training on the 360-degree feedback system to all level of employees.
- e) Report on recommendation of 360-degree feedback to Management in both hard and soft copy.

3. ASSUMPTIONS & RISKS UNDERLYING THE PROJECT

3.1 Assumptions

- i) SADC Secretariat employees will cooperate and support the consultant to implement the project.
- ii) Policy provision exists that align with the proposed improvement;
- iii) Employees are change agents and appreciate continuous system improvements

3.2 Risks

- i) Unavailability of staff during critical periods of the project due to competing assignments
- ii) Resistance to change to a new performance evaluation feed-back
- iii) Perception that the performance evaluation method in not objective.
- iv) The current performance method emphasise rules and processes at the expense of good feedback and relationships among employees and supervisors

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description

The Expert shall work with the Secretariat for at least 6 months and by the end of the assignment, shall have assisted the Secretariat to implement the 360- degree performance feedback appraisal system using the SADC Secretariat Human Resources Information System (HRIS).

4.1.2 Geographical area to be covered

The services shall be rendered remotely to SADC Secretariat in Gaborone, Botswana due to travel restrictions.

4.1.3 Target groups

Target group for this assignment will be all the employees of the SADC Secretariat and its Satellite offices.

4.1.4 Specific work

The Consultant shall work with the Secretariats' Human Resources and Administration under the guidance of the Task manager. The scope of work for the Consultant shall include but not limited to the following;

- i) Review the existing SADC Values descriptions for adoption in the 360-degree Feedback System.
- ii) Design a 360-degree feedback appraisal system tool for measuring SADC Secretariat Values.
- iii) Develop a document/guide describing steps by steps on how the 360-degree multi-rater feedback system will be conducted.
- iv) Train employees and facilitate implementation of the 360-degree multi-rater feedback system.

4.2 Project management

4.2.1 Responsible body

The report referred to above must be submitted to the task manager identified in the contract. The Director of Human Resources and Administration is responsible for approving the reports.

4.2.2 Management structure

Human Resources and Administration Directorate shall be responsible for the operational day-to-day management and coordination of the consultancy work. The Consultant shall work closely with Senior Officer Learning, Development and Performance Management

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

Due to travel restrictions, the assignment will be undertaken remotely, therefore the Secretariat will only facilitate the virtual meetings.

4.2.4 Desired Outcome

By the end of the project, it is expected that SADC Secretariat will be able to measure Secretariat Values as dimensions through a 360-degree multi rater to ensure objectivity and reliability.

5. LOGISTICS AND TIMING

5.1 Location

The location of this assignment will be SADC Secretariat Gaborone, Botswana and its affiliate offices, however the assignment will be undertaken virtually.

5.2 Start date & period of implementation

The intended start date is as soon the contract agreement has been signed by both parties and the period of implementation of the contract will be six (6) months from this date.

6. REQUIREMENTS

6.1 Staff

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

6.1.1 Key expert 1: Consultant

Qualification and Skills

- i) A minimum of a Master's degree or equivalent in any Social Sciences field with particular emphasis on Performance Management; Organisational Development, Change Management and Human Resources Development.
- ii) Excellent oral and written communication, analytical, presentation and report writing skills in English Language.
- iii) Certification in Human Resources Information System (HRIS) in implementing 360-degree multi-rate feedback will be advantage.

General Professional Experience

- i) Must have at least (10) years of experience on implementation of 360 degree multi rater system.

Specific Professional Experience

- i. Proven experience in implementing 360 -degree multi rater Feedback Appraisal systems at reputable organisations with at least three hundred (300) employees.
- ii. Must demonstrate evidence of similar work done in large and complex organisations preferable regional or international.
- iii. Experience in 360- degree multi rater systems implementation with emphasis in Organisational Values / Behavioural Competencies
- iv. Previous experience in the SADC region would be an advantage.

- v. Consultant must have a track record of delivering similar courses for similar large organisations with the past 10 years;
- vi. Previous experience in the SADC region would be an advantage.

6.1.2 Support staff & backstopping

As appropriate. The contractor will provide support facilities to their team of experts (backstopping) during the implementation of the contract. Backstopping and support staff costs is included in the price.

6.2 Office accommodation (when applicable)

Not applicable.

6.3 Facilities to be provided by the contractor

The Contractor shall ensure that all Experts are adequately supported and equipped (in particular with a PC or laptop and appropriate software, e-mails and telephones). In particular, it shall ensure that there is sufficient administrative provision to enable Experts to concentrate on their primary responsibilities. The use of reliable, internet-based communication (Zoom, Teams, or equivalent) is required.

6.4 Equipment

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

6.5 Incidental expenditure N/A

7. REPORTS

7.1 Reporting requirements

Name of report	Content	Time of submission
Inception Report	Draft an Inception Report that is providing the scope of the 360-degree	Not later than 30 days after the Contract have been signed off by both parties.
Tailor-Made 360 – Degree feedback tools/instrument	Analysis of existing situation and work plan for the project	Not later than 60 days after the start of implementation
Implementation roll out plan	Short description of achievements including problems encountered and recommendations.	Not later than 60 days before the end of the implementation period.
Final Report	Final Report including recommendation at the end of project plus final financial invoice	Within 30 days after the implementation period.

7.2 Submission & approval of reports

Payment schedule is related to reports and their approvals, as follows:

- i. 20% of the contract price shall be paid upon submission and approval of the Inception report;
- ii. 40% of the contract price shall be paid upon submission of 360-degree feedback tools/instrument and implementation plan
- iii. 40% of the contract price shall be paid upon submission of final report.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

During the Inception Phase of the Project, the Consultant, together with SADC Staff, will refine the initial values as dimensions including precise definition of the dimensions, organisational arrangements for the implementation of the monitoring system, and the frequency and methodology for assessing progress on the project indicators

8.2 Special Requirements

The maximum budget for this Service Contract is US\$15,000.00.

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 1

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

REFERENCE NUMBER: SADC/3/5/2/225

CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT**” in accordance with your Request for Expression of Interests number SADC/, dated **22nd February 2022** 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: *i. [insert the name]*
- 2. First names: *ii. [insert the names in full]*
- 3. Date of birth: *iii. [insert the date]*
- 4. Nationality: *iv. [insert the country or countries of citizenship]*
- v. [insert the name]*
- 5. Physical address: *vii. [insert the physical address]*
- 6. Postal address: *viii. [insert the postal address]*
- 7. Phone: *ix. [insert the phone and mobile no.]*
- 8. E-mail: *x. [insert the phone and mobile no.]*
xi. [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)

7. Language	8. Reading	9. Speaking	10. 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:

9 Country	10 Date from - Date to
<i>11 [insert the country]</i>	<i>12 [indicate the month and the year]</i>
<i>13</i>	<i>14</i>
<i>15 [insert the country]</i>	<i>16 [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>	<i>i.</i> Name of the Assignment: <i>i.</i> Beneficiary of the Assignment: <i>v.</i> Brief description of the Assignment: <i>v.</i> 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>	<i>i.</i> Name of the Assignment: <i>i.</i> Beneficiary of the Assignment: <i>i.</i> Brief description of the Assignment: <i>v.</i> 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:	<i>[indicate the exact name and title and if</i>	<i>i.</i> Name of the Assignment: <i>i.</i> Beneficiary of the Assignment: <i>i.</i> Brief description of the Assignment: <i>v.</i> Responsibilities:

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>year]</i>	<i>city]</i>	Phone: Fax: Email: Name and title of the reference person from the company:	<i>it was a short term or a long term position]</i>	
17
<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

CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE
FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT

REFERENCE NUMBER: SADC/3/5/2/225

N o	Description ²	Unit ³	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: _____

² Delete items that are not applicable or add other items as the case may be.

³ Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/225- CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT)

THIS Contract (“Contract”) is made on the month of....., 2022, between, on the one hand,

The Southern African Development Community (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.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated 24th September 2021 for the project “SADC/3/5/2/225- CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT) ”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 “SADC/3/5/2/225- **CONSULTANCY SERVICES FOR IMPLEMENTATION OF THE 360 DEGREE FEEDBACK APPRAISAL SYSTEM AT SADC SECRETARIAT**)

1.1 **Project Director** means the Procuring Entity’s authorized representative who may exercise authority attributable to him in this Contract and his details are as follows:

Dr/Mr/Mrs.....
Position.....
Directorate.....
Plot 54385 New CBD
Private Bag 0095 Gaborone,
BOTSWANA
Tell: +267 361 1076,
Email:.....

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. **Effective Date and Duration**

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

2.3 The duration of Contract is **working days** from the date of entry into force of this Contract.

2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 to this Contract have been delivered.

3. **The Services**

The Individual Consultant shall render the Services to the Procuring Entity 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.

4. **Payment**

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

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

4.3 Payment shall be made to the Individual Consultant in **United States Dollars** unless otherwise provided for under this Contract.

- 4.4 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 their receipt by the Project Director, subject to the Individual Consultant's having complied with his obligations hereunder in full as stated in the Annex 2 to this Contract.
- 4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

5. Status of the Individual Consultant

- 5.1 For the duration of the Contract, the Individual Consultant will have a status of an independent contractor in his relationship with the Procuring Entity under this Contract.
- 5.2 The Procuring Entity will endeavor to assist, where possible, the Individual Consultant in obtaining visas, work permits and to meet other legal requirements to enable the performance of services, when necessary.
- 5.3 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.
- 5.4 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.

6. Supervision of the Services

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (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.

7. 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.

8. Assignment and Subcontracting

- 8.1 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.

- 8.2 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.

9. 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.

10. Liability of the Individual Consultant

- 10.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 10.2 In view of the reliance by the Procuring Entity set out in 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.
- 10.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or

recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

11. Insurance

- 11.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 11.2 The cost of such insurances will be covered from reimbursable expenses of the contract.
- 11.3 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.
- 11.4 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.
- 11.5 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.

12. Copyright

- 12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection. 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.

13. Non Disclosure & Confidentiality

13.1 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.

13.2 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.

14. Suspension or Termination

14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 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.

14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.

14.3 In the event of early termination of the Contract under sub-clauses 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.

14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.

14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

15. No Waiver

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

16. Variations

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

17. 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.

- 17.1 This contract shall be governed by, and shall be construed in accordance, with Botswana law.
- 17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.
- 17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.
- 17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

18. Privileges and Immunities

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

19. Entire Agreement

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

- (a) Annex 1: Terms of Reference; and
- (b) Annex 2: Payment Schedule and Requirements.

IN WITNESS WHEREOF, we the undersigned, being duly authorised, have signed this Agreement, in two (2) originals in the English language all copies being equally authentic.

For the Procuring Entity		For the Individual Consultant	
Name :		Name :	
Position :		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 ^o	Description ⁴	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:

Global price: payments will be made according to the payments schedule below:

Payment schedule is related to reports and their approvals, as follows:

- iv. **20%** of the contract price shall be paid upon submission and approval of the Inception report;
 - v. **40%** of the contract price shall be paid upon submission of 360-degree feedback tools/instrument and implementation plan
 - vi. **40%** of the contract price shall be paid upon submission of final report.
- **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.

⁴ Delete items that are not applicable or add other items as the case may be.