



## **REQUEST FOR EXPRESSION OF INTEREST**

### **SELECTION OF INDIVIDUAL CONSULTANT**

**CONSULTANCY FOR THE SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**

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**REFERENCE NUMBER: SADC/3/5/2/75**

**22<sup>nd</sup> NOVEMBER 2019**

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

**“CONSULTANCY FOR THE SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION”**

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

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

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

3. The maximum budget for this contract is US \$ **US\$10,000.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.

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

5. Your proposal in a sealed envelope clearly marked “**REFERENCE NUMBER: SADC/3/5/2/75 CONSULTANCY FOR THE SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**”

” **should** be submitted in the tender box located at the following address:

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

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **Wednesday 13<sup>th</sup> December 2019 at 16:00hours** local time

**Late Bids will be rejected**

7. Proposals submitted by E-mail **are** acceptable and should be submitted to [fightdrugs@sadc.int](mailto:fightdrugs@sadc.int) by the deadline in Para 6 above

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

<b>Category</b>	<b>Points</b>
<b>Education and Training</b>	<b>35</b>
<b>Specific Skills</b>	<b>45</b>
<b>General Skills</b>	<b>20</b>
<b>Total</b>	<b>100</b>

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

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

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

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7, 8 and 9 above),

- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer (professional fees) within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical score of 70% will be rejected.

(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**

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

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

The Procuring entity: **SADC Secretariat**

Contact person: Mr. Maxwell Parakukwa

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

Fax: **+2673972848**

E-mail: [mparakukwa@sadc.int](mailto:mparakukwa@sadc.int) **Copy to** [pchifani@sadc.int](mailto:pchifani@sadc.int)

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

**ANNEXES:**

**ANNEX 1: Terms of Reference**

**ANNEX 2: Expression of Interest Forms**

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

**Sincerely,**

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*Head of Procurement Unit*



## **Draft Terms of Reference**

Consultancy to conduct a scoping study on illicit drug and substance use among youth in the SADC region

## **1. Background and Introduction**

The SADC region has an estimated population of 345.2 million people with at least 75% persons below the age of the 35 years (SADC, 2020). Youth aged between 15 and 35 years constitute 35% of the population. This constitutes a window of opportunity for investing in “a demographic dividend”. At present, millions of vulnerable children and youth in SADC grow into poor and vulnerable adults, who in turn have vulnerable children of their own, reinforcing a cycle of poverty and vulnerability that undermines regional socio-economic development, and threatens peace and security.

The SADC Strategy and Business Plan 2015-2020: Youth Participation and Empowerment for Sustainable Development (SADC Youth Strategy) identifies many of the interrelated challenges and vulnerabilities facing the youth ranging from extreme poverty; unemployment; mismatch of education and skills to the job market; a culture of exclusion of the youth, low participation and weak voices; weak coordination structures and governance; exposure and engagement in crime and violence; poor health; very weak entrepreneurial culture; socio-cultural factors that reinforce of children and youth vulnerability including teenage pregnancies and early marriages; among others.

The SADC youth strategy identifies challenges in current policies and programmes for youth, key among which are: lack of adequate data and information to inform targeted policies and programmes; fragmented, silo or vertical-sector and piece-meal approaches to youth development; and poorly resourced, donor driven responses that are not sustainable; and more programmes designed “for the youth” than they are “by the youth”.

The extent to which governments invest in health, education and skills development, and in creating opportunities for youth socio-economic and political participation, among others, will determine the extent to which the region can break the cycle of poverty and vulnerability, and transform the situation of youth from being “a challenge” into an investment that yields a “demographic dividend”. It is in this regard that youth development and empowerment has been prioritized in the Revised SADC Regional Indicative Strategic Development Plan (RISDP) 2015-2020.

## **2. The illicit drug and substance use challenge**

The illicit drug and substance use situation on the African continent as a whole is a concern. The UN Office on Drugs and Crime World Drug Report 2016 indicates a rising use of opioids in Africa in addition to cannabis, amphetamines and heroin and the report also notes cocaine trafficking via Africa is gaining ground. Africa is now second to America in the production and consumption of cannabis herb, accounting for 14% of world cannabis herb seizure in 2014. Drug related offences now constitute the third highest cause of prison sentencing in Africa. It is estimated that there were 3 million users of cocaine in Africa in 2014, rising from only 1 million in 2008, marking the growing threat of drug abuse on the continent. Also, in spite of the poor reporting of drug use in Africa, a six-fold increase in seizures of heroin and morphine has been reported in Africa, particularly East Africa, between 2008 and 2014.

Apparently, no country in the SADC region is spared from the scourge of illicit drug production, trafficking and abuse and there is some evidence of increases in production, trafficking and abuse particularly by the youth in most of the SADC countries. The prevalence and increasing use of drugs in schools, colleges and universities is a major concern in SADC region. According to the United Nations Office on Drugs and Crime

(UNODC, 2011), in Southern Africa, the estimated numbers of users in 2010 were 3,130,000–7,810,000 for cannabis, 240,000–320,000 for opioids, 210,000–230,000 for opiates, 270,000–730,000 for cocaine, 280,000–780,000 for amphetamines, and 180,000–300,000 for ecstasy. The UNODC also estimates the annual cannabis use prevalence rates for some SADC countries to be 2.9% for Comoros, 9.1% for Madagascar, 3.9% for Mauritius, 3.9% for Namibia, 4.3% for South Africa, 9.5% for Zambia, and 6.9% for Zimbabwe.

Poverty, unemployment/underemployment and inequality are considered key drivers of illicit drug production, drug trafficking, drug and substance use in the SADC region; and the region is facing these social challenges at significant levels. Substance abuse is contributing significantly to problems like the spread of disease, including HIV and AIDS, crime and prostitution.

### **3. Regional response to drug and substance use challenge to date**

The growing problems related to illicit drug and substance use in the SADC region indicate that the measures taken in the sub-region have been largely ineffective in addressing the scourge of drug production, drug trafficking and use and more efforts need to be made to address this growing problem. There have been a number of studies carried out in the SADC region on issues of drugs and crime, drugs and health by WHO, UNODC and others. However, there are limited studies that are specific on drug and substance use, and linking drug and substance with other factors such as cybercrime among the youth and the impact on the development of the sub-region as a whole. Cybercrime among children and youth would include ICT-facilitated (i) child abuse and exploitation, (ii) child pornography, (iii) cyber-bullying, (iv) cyber-harassment, and (v) cyber-stalking. Access to internet and social media has created new a form of vulnerability for children and youth.

Illicit drug and substance use is having serious social, economic, political and even security-related impacts across the SADC region, with a potential threat on undermining recent progress and investments that are being made in the sub-region, given the progressive destruction of the capabilities of the populace, notably of the youth, by the effects of illicit drug and substance use. Literature suggest that a lot can be done to combat illicit drug supply and use, including through education, advocacy at schools and colleges, etc. However, to formulate appropriate socio-economic policies, the existing information and database on the issue of drug and substance use and its consequences is inadequate.

## **4. Objectives of the assignment**

### **a) Overall objectives**

The overall objective of the assignment is to conduct a scoping study to establish the extent and status of illicit drug and substance use among the youth in SADC countries; and provide recommendations for a comprehensive response to the identified challenges. The key specific objectives are to:

- i) Undertake a comprehensive literature search to scope how much work has been done on the topic of drug and substance use among the youth in the region.

- ii) According to the amount of literature identified, adopt an appropriate methodology to further scope the literature, to identify key emerging themes, gaps, good practices, and priorities for a regional response to curb illicit drug and substance use among the youth.

The study will assess the extent to which the implementation of a number of strategic and policy frameworks for youth empowerment and development is affected by illicit drug and substance use among the youth. Notable amongst these strategies are the SADC Strategy and Business Plan on Youth Empowerment and Participation for Sustainable Development; the SADC Declaration on Youth Development and Empowerment for Sustainable Development; SADC Sexual and Reproductive Health and Rights Strategy (2019-2030) Rights and the SADC Regional Industrialization Strategy; all of which require the participation of sober youth for their successful implementation. The proposed study is expected come up with recommendations for a comprehensive regional response to curb illicit drug and substance abuse among the youth.

**b) Specific objectives**

The scoping study shall:

- i) Assess and analyze literature on the drivers and dynamics of illicit drug and substance use among the youth in the region.
- ii) Provide an in-depth analysis of the policy implications with regards to responses undertaken so far by governments to address the drug problem and the extent to which these responses have been successful from a sub-regional and selected country perspective, including an assessment of the limitations of the various policy instruments adopted and the challenges in their implementation: what has worked, what hasn't and why not, plus lessons learnt from the implementation and failures of these policies and instruments;
- iii) To extent possible present international comparisons on drug trafficking and cybercrime alleviation strategies and outline the best practices;
- iv) Extent of youth participation in initiatives and programmes to curb illicit drug and substance use
- v) Review the policy environment and propose a set of policy recommendations
- vi) Proposal a comprehensive recommendations for the prevention illicit drug and substance use among the youth.

**5. Expected Outputs**

- a) A comprehensive study report on the situation of illicit drug and substance use among the youth
- b) Recommendations on an appropriate intervention framework to address illicit drug and substance use among the youth.

**6. Methodology, deliverables and timeframe**

<b>Phase</b>	<b>Main Activities</b>	<b>Deliverables</b>
a) Inception	Preparatory work and inception report detailing methodology	<ul style="list-style-type: none"> <li>• Inception Document with detailed methodology, and work plan with detailed time schedule for the assignment.</li> </ul>

		(5 days)  <b>Submit inception report by 15 December 2019</b>
b) Literature review	Conduct detailed literature review and other forms of data collection	<ul style="list-style-type: none"> <li>Data collection and analysis; preliminary report of findings; (10 days)</li> </ul> <b>Status report submitted by 10 January 2020</b>
c) Data Analysis and Preparation of Draft Reports	Develop and submit a draft study report with proposed recommendations.	<ul style="list-style-type: none"> <li>Analysis and preparation of a draft Study Report (5 days)</li> </ul> <b>Draft report submitted by 15 January 2020</b>
d) Validation and consensus building	Present final study report and recommendations to Member States and Partners for review, validation and consensus building, and finalise the report	<ul style="list-style-type: none"> <li>Validation of report by Member States (5days)</li> </ul> Finalise and submit final report (5 days) <b>15 February 2020</b>

## 7. Management arrangements and conduct of work

- Consultant will report to the SADC Director for Social, Human Development. The Senior Programme Officer – Employment, Labour and Youth will coordinate and supervise the operations of the Consultant.
- The consultant will be expected to work from own offices and use own facilities.

## 8. Budget, expenses and payment schedule

The applicants must submit detailed budgets and costing, clearly distinguishing consultancy fees calculated per person days and reimbursable costs. Consultancy fees will be paid in accordance with the deliverables in the following proportions:

- 25% upon submission and acceptance of Inception Report;
- 40% upon submission and acceptance of a draft Study Report
- 35% upon validation and submission of final validated Study Report

No extra payment will be permitted for extra work done arising from SADC not being satisfied with the standard of delivered outputs. The consultants may be penalized in terms of the amount to be paid, if the required outputs are not delivered on the agreed target dates and acceptable standard. The scoping study consultancy shall take a maximum period of 30 days. The total consultancy cost shall not exceed the available budget of \$10,000.00.

## 9. Desired background and experience of Consultants

The scope and comprehensiveness of this study requires a consultant or firm with the following minimum qualifications among them:

a) Academic qualifications

Postgraduate Qualification at Masters level in any of the following: Social-Economic Statistics; Public Health; Clinical Psychology; Security Studies; Monitoring and Evaluation or related areas

b) Skills and competencies

The consultant should have skills and competencies among them in the following:

- i) Understanding of narcotics, drug trafficking, illicit drug and substance use
- ii) Understanding of interface between HIV&AIDS and drug and substance abuse
- iii) Statistics or demography
- iv) Monitoring and evaluation
- v) ICT and social media platforms
- vi) Demonstrate excellent research and practical experience particularly in the area of youth development and empowerment, child protection, and prevention of vulnerabilities among the youth in general
- vii) Sound understanding of youth development challenges and priorities in SADC and Africa
- viii) Competencies in French and Portuguese is an advantage

## 10. Timeline (2019)

Activity	Dec	Jan	Feb	Mar
a) Selection of consultant	x	x		
b) Inception phase		x		
c) Data collection		x	x	
d) Analysis and report writing			x	
e) Validation				x
f) Presentation of final report				x

**ANNEX 2: Expression of Interest Forms**

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

REFERENCE NUMBER: **SADC/3/5/2/75**  
**CONSULTANCY FOR THE SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**

Gaborone, 22<sup>nd</sup> November 2019

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “**SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**” in accordance with your Request for Expression of Interests number **SADC/3/5/2/75**, dated 22<sup>nd</sup> November 2019 for the sum of US\$10,000.00 [Ten Thousand Dollars Only]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and does include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in my CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the SADC Procurement Policy applicable to this Request For Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

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

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

I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

My proposal is binding upon me for the period indicated in Paragraph 9(iii) of this Request for Expression of Interest.

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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**B. CURRICULUM VITAE**  
*[insert full name]*

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- 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>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b>	<i>[indicate the exact name and title and if it was a</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
		<b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<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>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

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

***[insert the details]***

**19. Statement:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 14 above<sup>1</sup>, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

\_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENTS:**    **1) Proof of qualifications indicated at point 9**  
**2) Proof of working experience indicated at point 15**

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<sup>1</sup> *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

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.

The breakdown of prices is:

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

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

<sup>2</sup> Indicate unit cost..

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

<sup>4</sup> Provide clear description of what is their exact nature

<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>	
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Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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

## **ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS**

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

**REFERENCE NUMBER: SADC/3/5/2/75 - SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**

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 13<sup>th</sup> November 2019 for the project **SADC/3/5/2/75 - SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**

”

**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

## **SADC/3/5/2/75 - SCOPING STUDY ON ILLICIT DRUG SUPPLY, DRUG AND SUBSTANCE USE AMONG THE YOUTH IN THE SADC REGION**

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:
- b) 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;
  - c) 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
  - d) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s) he expresses a serious reservation.

## **10. Insurance**

- 10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.
- 10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.
- 10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
- 10.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own

Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

- 10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

## **11. Copyright**

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

The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

## **12. Non-Disclosure & Confidentiality**

- 12.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.
- 12.2 If the Individual Consultant violates clause 12.1, then (s) he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

## **13. Suspension or Termination**

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

Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

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

13.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

**14. No Waiver**

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

**15. Variations**

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

**16. Jurisdiction**

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

**The following Annexes are integral part of this Contract:**

***Annex 1: Terms of Reference***

***Annex 2: Payment Schedule and Requirements***

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

For the Procuring Entity		For the Individual Consultant	
<b>Name :</b>		<b>Name :</b>	
<b>Position :</b>			
<b>Place :</b>		<b>Place :</b>	
<b>Date:</b>		<b>Date :</b>	
<b>Signature:</b>		<b>Signature:</b>	

