

REQUEST FOR EXPRESSION OF INTEREST



SELECTION OF INDIVIDUAL CONSULTANT

**CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP
THE SADC NUTRITION INFORMATION SYSTEM
GUIDANCE DOCUMENT**

REFERENCE NUMBER: SADC/3/5/2/96

15th June 2020

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

**“CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC
NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT”**

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 **USD 20,000.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.

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

5. Your proposal in a sealed envelope clearly marked “**CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT.**” should be submitted in our 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: **Monday, 6th July 2020 at 14:30 hours**
7. Proposals submitted by e-mail are acceptable and should be submitted to nutritionssystem@sadc.int by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

Category	Points
Qualifications and skills	20
General professional experience	20
Specific professional experience	60
Total	100

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

(i) **PRICES:**

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

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

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6 and 7 above),
- The financial proposal (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: **Pontsho Sepoloane**

Telephone: **3951863**

Fax: **3972848**

tenders@sadc.int and tlengoasa@sadc.int

vchingalawa@sadc.int copy psepoloane@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 seven calendar days before the deadline for submission of the proposals.

ANNEXES:

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

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

Sincerely,

Name: *Veronica Chingalawa*

Title: *Head of Procurement Unit*



**TERMS OF REFERENCE FOR THE ENGAGEMENT OF CONSULTANT TO
DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE
DOCUMENT**

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1. BACKGROUND INFORMATION

1.1. Contracting authority

SADC Secretariat

1.2. Organisational background

The Southern African Development Community (SADC) is a regional economic development community comprising 16 Member States in the Southern African and Indian Ocean region. Its overall goal is to promote and achieve equitable and sustainable development, through increased regional integration underpinned by an environment of peace, security and regional stability. The region's development policies and priorities are defined in the Revised Regional Indicative Strategic Development Plan (RISDP) which prioritized four key pillars:

- a. Industrial Development and Market Integration
- b. Infrastructure in Support of Regional Integration
- c. Peace and Security Co-operation and
- d. Special Programmes of Regional Dimension (including the Regional Agricultural Policy (RAP)).

In line with the Revised RISDP there are several sectoral policies and strategies including the SADC Regional Agricultural Policy which was adopted by SADC Council in 2016. The operationalization of the 2016 Regional Agricultural Policy is being funded by the European Union through a Financing Agreement with SADC. The RAP supports implementation of the SADC Food and Nutrition Security Strategy (2015-2025) which foresees improvements in utilisation of nutritious, healthy, diverse and safe food for consumption and adequate biological and social environment with proper health care. The Strategy outlines different strategies and approaches which are aimed to reduce the rates of malnutrition in the region.

1.3. Current situation in the sector

A Programme Estimate (PE) signed between the SADC Secretariat and the European Union Delegation in March 2018 implements some of the component of the Regional Food and Nutrition Security Strategy (FNSS) over a period of 28 months. The PE aims to support the FNSS implementation at the national level through capacity building and sharing of best practices towards achieving a food and nutrition secure region. The PE seeks to achieve the following results in alignment with three of the four objectives of the FNSS:

- i) **Result 1:** Enhanced availability of food through improved production, productivity and competitiveness;
- ii) **Result 2:** Improved utilization of diverse, nutritious, healthy and safe food for consumption under adequate biological and social environment with proper health care; and,
- iii) **Result 3:** Improved stable and sustainable availability, access and utilization of food.

It is envisioned that the achievements of the above three objectives will result in the reduction of food insecure population and reduction in malnutrition in all Member States in the SADC region.

1.4. Related programmes and other donor activities

Under the Food, Agriculture and Natural Resources Directorate of the SADC Secretariat sits the Regional Vulnerability Assessment and Analysis (RVAA), whose main role, amongst others include issues of chronic vulnerability, poverty reduction programmes and resilience. The RVAA has supported SADC work on food and nutrition security over the past twelve years. To date the programme serves as a forum for technical coordination in the region, with key Technical Working Groups (Integrated Food Security Phase Classification; Nutrition, Gender and HIV; Market assessment, Urban Assessment; Information Management) all of which handle different thematic emerging issues that contribute to food insecurity.

The RVAA work is being technically and financially supported by the Department for International Development (DFID) and the Swiss Agency for Development and Cooperation (SDC) through the World Food Programme (WFP) as the Implementing Agency.

During the development of food and nutrition security strategies at the national level, one of the existing platforms which will support validation of the Strategies is the existing national Vulnerability Assessment Committees (VACs). These Committees will support the work to be carried out under this assignment, to support where they exist, the national food and nutrition security committees.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The development of the SADC Nutrition Information System guidance document aims to strengthen the management of information systems related to food and nutrition security which is one of the priority actions in the SADC Food and Nutrition Security Strategy (2015-2025). The Nutrition information system guidance document will have a set of validated nutrition indicators, including standard definitions, and methods of measurement and tools for data collection and reporting for use by the Member States.

2.2. Purpose

The purpose of this contract is as follows:

The SADC nutrition information system guidance document is being developed to provide a set of nutrition indicators that the Member States will collect and report on in order to strengthen nutrition monitoring in the region.

2.3. Results to be achieved by the contractor

The results will be:

Result 1: Regional nutrition information system guidance document with a set of nutrition indicators, including standard definitions, and methods of measurement developed.

Result 2: Tools for data collection and reporting developed and available.

Result 3: The Nutrition Information Guidance document validated by the Member States.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

- Member States will be responsive to the availability of the consultancy to engage and to provide the necessary information and guidance

3.2. Risks

- Member States may not fully participate in the project's activities;
- The availability of respondents cannot be assured due to the multiplicity of stakeholders which can affect planning and coordination of project activities.
- The asymmetrical institutional structures of public institutions responsible for food and nutrition in Member States could create problems of synchronising actions and harmonisation of the nutrition information system.

4.SCOPE OF THE WORK

4.1. General

- **Project description**

The project entails the development of the SADC Nutrition information system guidance document which will have a set of validated nutrition indicators, including standard definitions, and methods of measurement and tools for data collection and reporting for use by the Member States. The development of the SADC Nutrition Information System guidance document aims to strengthen the management of information systems related to food and nutrition security which is one of the priority actions in the SADC Food and Nutrition Security Strategy (2015-2025).

- **Geographical area to be covered**

The SADC region comprised of all the 16 Member States (Angola, Botswana, DRC, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, eSwatini Tanzania, Zambia and Zimbabwe). Specific focus on Botswana is envisaged for consultation with the SADC Secretariat, regional workshops and reporting.

- **Target groups**

The principal target groups for the activities of this contract will be the SADC Secretariat, SADC Member State governments and communities at large.

4.2. Specific work

To accomplish the above scope of work, the Consultant will carry out the following tasks:

- a) develop and submit an inception report in line with the Terms of Reference that includes the concept/approach to the assignment, data collection instruments, main deliverables and timelines.
- b) desk review of the findings of the UNICEF landscape analysis on the HIMS/ DHIS2, the Vulnerability Assessment Committee indicators, FNS Strategy indicators and

Nutrition Survey indicators to inform development of the SADC Nutrition information system guidance.

- c) Conduct Key informant interviews with stakeholders responsible for the Nutrition Information systems to identify information gaps in the Member States (field visits).
- d) identify a common set/ core indicator that SADC and Member States validated and use to report on the nutrition status and nutrition service coverage, these should also be aligned to global and continental nutrition indicators.
- e) Propose tools for data collection and reporting of nutrition indicators.
- f) Develop and present the draft guidance document to the SADC Nutrition Technical Committee for validation and endorsement at a workshop of Member States to be organised by the SADC Secretariat. Finalise the guidance document based on inputs.

4.3. Project management

Responsible body

The Directorate of Food and Natural Resources at the SADC Secretariat will be responsible for managing the contract.

Management structure

The contractor will report to the Director, Food Agriculture and Natural Resources (FANR) through the Senior Technical Advisor Nutrition. The Director FANR shall be overall responsible for the project while the Senior Technical Advisor Nutrition shall be responsible for day-to-day requirements of the project towards its fulfilment including assisting the Consultant on basic administrative and logistical issues, appointments with key SADC staff at the Secretariat and with Member States. A technical team, which is made up of EU and SADC personnel, that has been established to oversee the implementation of the PE under which this contract is issued will be the Reference Group for this assignment.

The day-to-day contact person at the SADC Secretariat will be the Director of FANR, who is the designated Impress administrator in the PE.

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

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

SADC Secretariat will provide information and contact details of the competent focal persons within the Member States. Information will also be provided on EU development cooperation programmes in Botswana and the region at the outset of the contract; this information will be updated where necessary.

5. LOGISTICS AND TIMING

5.1. Location

The Directorate of Food, Agriculture and Natural Resources at the SADC Secretariat in Gaborone, Botswana will be the operational base for the assignment.

5.2. Start date & period of implementation

The intended start date is August 2020 and the period of implementation of the contract will be 2 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.

- **Key experts**

The assignment will require one key expert to implement the contract. These terms of reference contain the required key experts' profiles. The expert should have the following profile:

Qualification and Skills

- Advanced University Degree (MSc or PhD) in Public Health, Nutrition, or epidemiology, program evaluation or statistics with research backgrounds in health and nutrition.
- Excellent reporting and writing skills.
- Strong analytical and communication skills will be an added advantage.
- Able to work in a multicultural environment
- Must be fluent in English language
- Excellent written and oral communication skills
- Computer skills for compilation, analysis and dissemination of data are required.
- Good networking skills and ability to speak in public

General Professional Experience

- 10 years of general professional experience

Specific Professional Experience

- At least 5-7 years of experience in conducting similar assignments.
- Extensive familiarity with SADC MS health information systems and understanding of services relating to maternal and child nutrition and health care.
- Demonstrated knowledge and experience in nutrition data, country information systems, various data sources;
- Experience in qualitative and quantitative data collection, analysis and synthesis.
- Experience developing guidance would be considered as advantage;

- Experience working with governments, NGOS, UN agencies or other relevant development partners. Relevant work experience with developing countries;
- Sound knowledge of the regional institutions in Southern Africa.

- **Non-key experts**

N/A

- **Support staff & backstopping**

N/A

6.2. Office accommodation

The consultant will work remotely and not need offices at the SADC Secretariat to conduct the assignment

6.3. Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

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.

7. REPORTS

7.1. Reporting requirements

The consultant shall report to and perform the assigned tasks under the guidance of the SHD Directorate through the Senior Technical Advisor Nutrition, in SADC, Botswana. The Secretariat will among other things, facilitate the consultant's contacts with key actors and key stakeholders in the region, and facilitate access to relevant documents and information.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities, the expert shall provide the following reports:

Name of report	Content	Time of submission
An inception report		10 days after signing the contract
Interim report	draft guidance document	30 days after submission of inception report.

Final report	Final guidance document and tools as informed by the validation process. The structure of the guidance document will be discussed and agreed upon with SADC;	20 days after interim report
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7.2. Submission & approval of reports

Copies of the reports must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

All deliverables will be submitted to the SADC Secretariat for approval prior to production. The SADC Secretariat reserves the right to request revision of draft reports and other products and/or to have alternatives to be submitted as appropriate. Prior to final production of any deliverables, a sample of the materials is to be shared with the SADC Secretariat for approval. Only after written approval by the Project Manager, is/are the Contractor(s) authorised to proceed. The Contractor(s) is/are responsible to ensure soft copies of all materials developed are delivered to the SADC Secretariat for future use.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

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

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

Special requirements

The Contractor must declare any potential conflict of interest between the provision of the requested services, and other activities in which they, a member of their consortium or group(s), or any expert proposed in their offer is engaged. Conflicts of interest will be examined on a case by case basis. The contractor should submit an overview of how they are going to perform the scope of work and attain the deliverables set out in the assignment

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: SADC/3/5/2/96

REQUEST FOR SERVICES TITLE: CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services **to ENGAGE AN EXPERT TO DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT** in accordance with your Request for Expression of Interests number **SADC/3/5/2/96**, dated [insert date] for the sum of [Insert amount(s) in words and figures¹¹]. 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” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in 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.

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

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

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

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

Yours sincerely,

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

B. CURRICULUM VITAE
[insert full name]

- 1. **Family name:** *[insert the name]*
- 2. **First names:** *[insert the names in full]*
- 3. **Date of birth:** *[insert the date]*
- 4. **Nationality:** *[insert the country or countries of citizenship]*

- 5. **Physical address:** *[insert the physical address]*
- 6. **Postal address**
- 7. **Phone:** *[Insert Postal Address]*
- 8. **E-mail:** *[insert the phone and mobile no.]*
[Insert E-mail address(es)]

- 9. **Education:**

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

10. Language skills: (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

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

16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

17. Professional experience:

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

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

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

[insert the details]

19. Statement:

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

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 8 and 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

REFERENCE NUMBER: **SADC/3/5/2/96**
CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC
NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT

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

Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

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

² Indicate unit cost..

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

⁴ Provide clear description of what is their exact nature

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: : **SADC/3/5/2/96**

CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT

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

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

and, on the other hand,

[Insert the full name of the individual] (Hereinafter called the "Individual Consultant"), with residence in **[insert the Individual Consultant' address, phone, fax, email]**, citizen of **[insert the Individual Consultant's citizenship]** owner of the ID/Passport Number **[insert the number]** issued on **[insert the date]** by **[insert the name of the issuance authority]**,

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

For the purpose of this contract the following definitions shall be used:

- 1.1 **Procuring Entity** means the legally entity, namely **the SADC Secretariat** who purchase the Services described in Annex 1 to this contract.
- 1.2 **Contract** means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

Contract value means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated **[insert the date]** for the Project : **REFERENCE NUMBER: : SADC/3/5/2/96**
CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT and reflected as such in the Annex 2 of this contract.

- 1.3 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest **SADC/3/5/2/96: CONSULTANCY TO ENGAGE AN EXPERT TO DEVELOP THE SADC NUTRITION INFORMATION SYSTEM GUIDANCE DOCUMENT** means

the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

2. The Services

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall, in the performance of the Services, exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

3. Payment

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

3.2 Payment shall be made to the Individual Consultant in US \$ unless otherwise provided by this contract and where applicable, VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex II to this Contract. The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

4. Status of the Individual Consultant

4.1 For the duration of the Contract, the Individual Consultant will have a status similar to the Procuring Entity's contractor with regards to their legal obligations, privileges and indemnities in the Procuring Entity's country.

4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant to live and work in the countries of the assignment as per the duties under the contract.

4.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.

4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

5. Supervision of the Services

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

access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

6. Compliance with this contract

The Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. It may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, the Procuring Entity may delay or withhold payments in the event of non-compliance.

7. Assignment and Subcontracting

7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

8. Breach of the Terms

In the event of a breach of any Terms of the Contract, the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

9. Liability of the Individual Consultant

9.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.

9.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
 - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
 - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 9.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

10. Insurance

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

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

11. Copyright

11.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-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.

12. Non Disclosure & Confidentiality

12.1 The Individual Consultant will treat all information and results obtained in discharging the Services under this Contract as confidential and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition, the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior written agreement of the Project Director.

12.2 If the Individual Consultant violates clause 12.1, then (s)he will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of the Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by the Consultant in relation to the Procuring Entity.

13. Suspension or Termination

13.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.

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

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

14. No Waiver

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

15. Variations

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

16. Jurisdiction

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

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference

Annex 2: Payment Schedule and Requirements

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

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