

# REQUEST FOR EXPRESSION OF INTEREST



## SELECTION OF INDIVIDUAL CONSULTANTS

### STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE

REFERENCE NUMBER: SADC/3/5/2/86

31<sup>st</sup> July 2020

Global Price Contract



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

**“STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE”**

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\$ **9,000.00**. 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/3/5/2/86 “Study on the Establishment of the SADC Regional ICT Centre of Excellence”** 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: **21<sup>st</sup> August 2020 at 15:00 hours**
7. Proposals submitted by E-mail **are** acceptable and should be submitted to **ictcentre@sadc.int** by the deadline in Para 6 above
8. Your CV will be evaluated against the following criteria.

<b>CRITERIA</b>	<b>POINTS</b>
Qualifications and skills	20
General professional experience	30
Specific professional experience	50
<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 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 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:**



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: Mrs Veronica Zulu-Chingalawa

Telephone: **3951863**

Fax: **3972848**

E-mail: [tenders@sadc.int](mailto:tenders@sadc.int) and [mmikuwa@sadc.int](mailto:mmikuwa@sadc.int)

Copy to [vchingalawa@sadc.int](mailto:vchingalawa@sadc.int); [gah-thew@sadc.int](mailto:gah-thew@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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**Name:** Mrs Veronica Zulu-Chingalawa

**Title:** Acting Senior Officer - Procurement



**ANNEX 1: TERMS OF REFERENCE**



**TERMS OF REFERENCE (TOR'S)**

**FOR THE STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF  
EXCELLENCE**

**TERMS OF REFERENCE**

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## **BACKGROUND INFORMATION**

### **Partner Country and Procuring Entity**

The primary beneficiary for the consultancy is SADC Member States. The Procuring Entity is the SADC Secretariat.

### **Contracting Authority**

The Contracting Authority is SADC Secretariat.

### **Country Background**

The overarching objective of the ICT Sector is to attain universal access to affordable ICT services through ubiquitous ICT infrastructure networks across the whole SADC region and to ensure that no SADC Citizen is left behind in terms of ICT services. This would result in bridging the digital divide, regional integration and transforming the region into an information and knowledge-based economy. SADC acknowledges that ICT is a key cross-cutting enabler in addressing the challenges posed by globalization, facilitating the regional integration agenda, and enhancing the socio-economic and political development prospects of the region.

### **Current Situation in the Sector**

The SADC average Internet User Penetration in 2018 was 22.3% (ranging from 9.8% to 58.8%). The International Telecommunication Union (ITU) indicated in their Fact and Figures of 2019 that the lack of ICT skills is an impediment for effective Internet uptake, especially among women. Hence, ICT skills are a prerequisite to participate in an increasingly digital world. ICT skills are required to ensure and encourage Gross Domestic Product (GDP) growth and contribute towards the achievement of the Sustainable Development Goals (SDGs).

The rate of technological advances in the ICT sector continues to outpace the ability of policy-makers and National Regulatory Authorities (NRAs). Increasingly, our ability to leverage the benefits of ICT depends upon our capacity to acquire new knowledge. This has resulted in a high demand for the development and upgrading of skills required for sustainable development. The acquired skill set and capacities contribute to the effective use of new technologies, improved career opportunities and capacity to develop and implement appropriate policies, strategies and initiatives. The pace of learning and innovation is also critical to economic success.

SADC needs a steady supply of skilled ICT workforce to boost productivity and sustain its economic growth. Capacity development in ICT is considered a priority in the region. Policy-makers, NRAs, industry, academia and training providers need to work together harmoniously to fill these critical skills gaps. Skills development is also a key element to becoming a modern nation, enhance delivery of public and private service, increase SADC's ability to disseminate technological knowledge and innovation and increase our competitiveness. One way to approach this is by establishing Centre of Excellence (CoE) (for ICT, which includes postal services) which can help drive rapid, targeted improvements in the quality of training.

Human Resource Development (Article 10.10) is a vital component of the SADC Protocol of Transport, Communications and Meteorology (TCM) [1996] and also stipulated under Section 2(e) of the SADC Heads of States Declaration on ICT [August 2001]. Capacity Building and Content is one of the four (4) pillars of the framework of the Digital SADC 2027, which is the Chapter on ICT in the Regional Infrastructure Development Master Plan (RIDMP) [August 2012]. The establishment of a SADC Regional ICT CoE is a project contained in the Digital SADC 2027 and also the Revised Regional Indicative Strategic Development Plan (RISDP) [2005]. It also runs in line with the Digital Skills Project in operationalizing the SADC Declaration on the Fourth Industrial Revolution (4<sup>th</sup> IR) through ICTs of September 2017.

There are several mechanisms that have resulted in the establishment of ICT CoEs in the SADC region and these include the Southern African Telecommunications Association (SATA) Certified CoE, Pan-African e-Network (PAeN) and the ICT CoE, to name a few.

#### **SATA Certified CoE**

Funded by the Government of Norway through the Norwegian Agency for Development Cooperation (NORAD), SATA certified three (3) CoEs for Human Capital Development and e-Learning in telecommunications and ICT in the SADC region. These ICT CoE are owned and operated by SATA members, who are primarily incumbent telecommunication operators.

#### **Pan-African e-Network (PAeN)**

The AUC project, namely the Pan-African e-Network (PAEN) launched in 2009 includes a tele-education facility which links seven (7) of Indian universities, five (5) African universities and 47 Learning Centres (LC). To date, over 22,000 students have obtained university degrees from various disciplines. There are also three (3) Another CoEs in ICT that have been established through bi-lateral Government agreements between India and three SADC Member States, namely Lesotho, Seychelles and United Republic of Tanzania.

#### **ITU CoE**

The ITU Accredited CoE Network is part of the ITU Academy and is the main gateway to ITU's capacity development activities. It is a global cooperative network of institutions and partners sharing expertise, resources and ICT capacity-building know-how. It provides on-line training and face-to-face workshops and brings together a wide range of ICT training activities and knowledge resources. Presently there are eight (8) ITU accredited CoEs in Africa, of which only one (1) (Mauritius) is in SADC.

Unfortunately, these CoEs are segregated, work in isolation and in different ICT thematic areas. Their certification are not recognised in the regional nor internationally. The SADC Regional ICT CoE will become one of the tools for digital inclusion. It facilitate the supply of highly skilled individuals for the key sectors of the economy.



## **Related Programmes and Other Donor Activities**

Work related to this assignment would be the establishment of CoE for the SADC ICT Sector and work related to the SADC Regional Framework and Guidelines for the Establishment of Centres of Excellence and Centres of Specialization and the Framework of the SADC University of Transformation.

## **OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **Overall Objective**

The overall objective of the consultancy is to establish a long-term and sustainable mechanism in the SADC region that would impart the relevant skills and knowledge to fill the critical skills gaps required in the dynamic and vibrant ICT sector.

### **Purpose**

The purpose of this contract are as follows:

- (i). To assist the SADC Secretariat to undertake a comprehensive audit of the existing and planned ICT CoE and training institutions in the SADC Region;
- (ii). To propose a framework that will guide the SADC Secretariat and its Member States to establish the SADC Regional ICT CoE to achieve the following:
  - Empower SADC Member States adequately to meet the capacity development in ICT needs of the region;
  - Establish a long-term and sustainable mechanism in the SADC region that would impart the relevant skills and knowledge to fill the critical skills gaps required in the dynamic ICT sector;
  - Provide leadership, best practices, research, support, and high quality and specialized training for the ICT sector;
  - Improve the stock of ICT skills in the SADC region;
  - Develop expertise in emerging technologies (Artificial Intelligence (AI), Block Chain, robotics, nanotechnology, Internet of Things (IoTs), autonomous vehicles and etc);
  - Implement a certification (qualification) framework that will be recognized at least within the continent;
  - Facilitate collaborative regional research and innovation activities in key priority ICT thematic areas; and
  - Avoid duplication of efforts, resources and promote regional collaboration in the ICT sector and Stimulate innovation and acts as platform for sharing expertise, transfer of knowledge, resources and capacity building, know-how in ICT training/education.

### **Results to be Achieved by the Contractor**

- (i). Review of all ICT CoE and training institution frameworks in the region and beyond and vis-a-vis the expected objectives of this assignment.
- (ii). To produce a report containing the study on the assignment described in Section 4.2

### **ASSUMPTIONS & RISKS**

#### **Assumptions Underlying the Project**

Contractor shall adhere to contract implementation schedule and submit the deliverables in a timely manner.

#### **Risks**

Contractor produces a proposal for the SADC Regional ICT CoE that cannot be feasibly implementable.

### **SCOPE OF THE WORK**

#### **General**

##### Project Description

The overall goal of the consultancy is to assist the SADC Secretariat to evaluate the existing and planned ICT CoEs in the SADC Region and propose the type, size, governance and management structure and framework for the establishment of the SADC Regional ICT CoE, in line with the SADC Regional Framework and Guidelines for the Establishment of Centres of Excellence and Centres of Specialization and the Framework of the SADC University of Transformation.

The contractor is expected to undertake a desktop review of all existing and planned ICT CoE and training institutions in the SADC Region and best practices beyond the SADC region and propose the framework to establish the SADC Regional ICT CoE.

The draft Report on the Study on the Establishment of the SADC Regional ICT CoE will be validated by Member States and relevant stakeholders at a Validation Workshop to be convened by the SADC Secretariat. Inputs from Validation Workshop will lead to the finalization of the Report on the Study on the Establishment of the SADC Regional ICT CoE.

##### Geographical Area to be covered

The contractor will undertake a study for the establishment of an ICT CoE in the SADC region. The coverage of this research is global with a focus on best practice adoption for the SADC region.



### Target Groups

In undertaking the Study on the Establishment of the SADC Regional ICT CoE, the contractor will work with the SADC Directorate of Infrastructure; Education and Skills Development Division of the Social and Human Development (SHD) Directorate; Science, Technology and Innovation (STI) Division of the Industrial Development and Trade (IDT) Directorate; SADC ICT Implementing Agencies Communication Regulators' Association of Southern Africa (CRASA), Southern African Telecommunications Association (SATA), Southern Africa Postal Operators Association (SAPOA), African Telecommunications Union (ATU), ITU and higher ICT training/education institutions.

### **Specific Work**

The SADC Secretariat seeks to recruit a consultant to undertake a Study on the Establishment of the SADC Regional ICT CoE. In carrying out the assignment, the consultant will:

- (i). Document the various CoEs, higher learning institutions or centres specialization in ICT that exists or are planned for the SADC Region;
- (ii). Develop a matrix to measure the level of alignment of these ICT CoE to the SADC Regional Framework and Guidelines for the Establishment of Centres of Excellence and Centres of Specialization and the Framework of the SADC University of Transformation;
- (iii). Review SADC reports of studies on implemented as well as ongoing projects on the establishment of CoEs to ensure full understanding of the SADC processes and role that a Regional CoE plays in the promotion of capacity development;
- (iv). Study the various models of CoE in the SADC Region and beyond in order to capture best practices and concepts to inform the conceptual design of the SADC Regional ICT CoE;
- (v). Recommend the framework, type, size, governance and management structure, function, vision, mandate, suitable location and other institutional requirements (e.g. infrastructure requirement, implementation arrangements, integration with other CoEs etc.) of the proposed SADC Regional ICT CoE;
- (vi). Propose the staffing requirements for the SADC ICT CoE;
- (vii). Prepare the Terms of Reference (TOR) for the various committees that will provide strategic and operational guidance to the SADC Regional ICT CoE;
- (viii). Provide estimates for the financial requirement, including an annual budget for the establishment and operation of the SADC Regional ICT CoE;
- (ix). Propose a financing model for its sustainability and suggest potential financiers;
- (x). Prepare draft annual work plans and budgets, risk assessment matrix (risk register), and performance reporting including M&E;
- (xi). Develop a Road Map for operationalization of the SADC Regional ICT CoE, highlighting key milestones and timelines;
- (xii). Explore the legal requirements for establishing the SADC Regional ICT CoE; and



- (xiii). Facilitate a Validation Workshop for the draft Report on the Study on the Establishment of the SADC Regional ICT CoE and incorporate inputs from stakeholders.

The contractor shall comply with the latest SADC Corporate and Identity Manual.

### **Project Management**

#### Responsible Body

The Consultancy will be managed by the ICT Division of the SADC Directorate of Infrastructure and there will be continuous engagement for the duration of the assignment.

#### Management Structure

The Contractor shall report to and perform the assigned tasks under the direct supervision of the Senior Programme Officer ICT. The Director of Infrastructure shall play an oversight role over this assignment. Both are based in Gaborone, Botswana. The Senior Programme Officer ICT will among other things facilitate, the contractor's contact with key stakeholders in the region and SADC Member States for consultations and facilitate access to relevant documents and information. The deliverables will be approved by the Directorate of Infrastructure.

#### Facilities to be Provided by the Contracting Authority and/or Other Parties

The SADC Secretariat will cover the contractor's travel costs related to the economy air tickets and per diem to attend the Validation Workshop. Costs related to the planning of the Validation Workshop (conference package, interpretation equipment and interpretation) will be borne by the SADC Secretariat.

### **LOGISTICS AND TIMING**

#### **Location**

This assignment is 'home-based' for the contractor, with travels expected only to the Validation Workshop.

#### **Start Date and Period of Implementation**

The intended start date is January 2020 and the period of implementation of the contract will be 3 months from this date. Please see Articles 2.1, 2.3 and 2.4 of the special conditions for the actual start date and period of implementation.

### **REQUIREMENTS**

#### **Staff**

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organizations 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

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the following key expert:

#### **Key Expert:**

##### Qualifications and Skills

- An advanced University Degree in the area of ICT, Telecommunications, Engineering, Technology or a relevant, directly related discipline, or equivalent relevant professional experience;
- Excellent organizational, time-management and planning skills;
- Ability to research, analyze and synthesize information;
- Ability to meet deadlines and work well under pressure;
- Fluent in written and spoken English. Knowledge of another SADC Official language (French and/or Portuguese) is an added advantage; and
- Excellent oral and report writing, presentation and workshop facilitation skills.

##### General Professional Experience

- Preferably ten (10) years but a minimum of five (5) years required of professional experience and knowledge on organizational, institutional, physical, operations, legal and implementation arrangements of Centres of Excellence with objectives similar to this assignment;
- Preferably five (5) years but a minimum of three (3) years' experience working in the SADC Region and thorough knowledge of the SADC ICT Sector, its policies, strategies, programmes and capacity building initiatives;
- Preferably five (5) years but a minimum of three (3) years experience working on issues related to regional integration in the ICT Sector; and
- Documented familiarity with the SADC Regional Framework and Guidelines for the Establishment of Centres of Excellence and Centres of Specialisation and the Framework of the SADC University of Transformation.

##### Specific Professional Experience

- Proven track record of having played a role in the setting up of at least one ICT international or regional higher learning institutions or centres specialised in ICT;
- Preferably five (5) years but a minimum of three (3) years experience and knowledge in the curriculum development for specialised institutions of higher learning in ICT including budgetary allocations for their successful execution; and
- Experience and knowledge in conducting reviews of organisational, physical, operational, legal and implementation arrangements for international or regional higher learning institutions or centres specialised in ICT.

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

Non-Key Experts

Not applicable.

Support Staff and Backstopping

Backstopping and support staff costs must be included in the fee rates.

**Office Accommodation**

Office accommodation for the experts working on the contract is to be provided by the contractor.

**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.

**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.

**Incidental Expenditure**

Not applicable.

**Lump Sums**

No lump sums are foreseen in this contract.

**Expenditure Verification**

Not Applicable.

**REPORTS**

**Reporting Requirements**

The contractor will submit the following reports in English in one original copy:

Name of Report	Content	Time of Submission
Inception Report	Outlines the work plan, approach, methodology	No later than two weeks from the commencement



	(conceptual framework), assessment of data collected and initial findings for conducting the assignment. The Inception Meeting shall be via a video conference organised by the SADC Secretariat, in consultation with the Consultant. The Inception Report shall be finalised, incorporating the comments emanating from the Inception Meeting	date of the consultancy services.
First Draft Report	Covers activities under the Section 4.2.	No later than two and half months from the commencement date of the consultancy services
Second Draft and Presentation	Covers activities under the Section 4.2 and would take on board all comments, corrections, clarifications and input received from the SADC Secretariat. It shall be accompanied with the submission of a Presentation. The Second Draft Report shall be presented to and discussed at a Validation Workshop organised by the SADC Secretariat and facilitated by the Consultant.	No later than one week following the receipt of all comments, corrections, clarifications and input received from the SADC Secretariat
Final Report and Validation Workshop Report	Shall include all the comments, corrections, clarifications and input received during the Validation Workshop. Plus a final invoice and the financial report accompanied by the expenditure verification report.	Final Report and Validation Workshop Report no later than one week following the Validation Workshop.

All Reports to be submitted in Microsoft Office Word format and Presentation in Microsoft Power Point format.

### **Submission and Approval of Reports**

The Final Report on the Study on the Establishment of the SADC Regional ICT CoE referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the deliverables mentioned in 7.1.

## **MONITORING AND EVALUATION**

### **Definition of Indicators**

The following are the key indicators for the successful completion of this assignment:

- Inception Meeting between SADC Secretariat and the contractor;
- Submission of the Final Inception Report;
- Validation of the Draft Report on the Study on the Establishment of the SADC Regional ICT CoE;
- Submission of Final Report on the Study on the Establishment of the SADC Regional ICT CoE; and.
- Submission of Validation Workshop Report.

### **Special Requirements**

As indicated in Section 6.1 the following special requirements are to be fulfilled:

- Inception Report shall outline the work plan, approach and methodology/conceptual framework for conducting the assignment. This will be finalised based on inputs from the Inception Meeting to be held at SADC Secretariat;
- Validation Workshop Report shall document the meeting proceedings; and
- Facilitation and Rapporteurship (Validation Workshop to be convened by SADC Secretariat).

\* \* \*



**ANNEX 2: Expression of Interest Forms**

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**COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE**

**REFERENCE NUMBER: SADC/3/5/2/86**

**REQUEST FOR SERVICES TITLE:**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE in accordance with your Request for Expression of Interests number SADC/3/5/2/86, dated 31<sup>st</sup> July 2020 for the sum of [Insert amount(s) in words and figures<sup>11</sup>]. 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 haves 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;*

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



- 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's 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: Address of the company: Phone: Fax: Email: 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: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company: Address of the company: Phone: Fax: Email: 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: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:</b>
<i>[indicate the month]</i>	<i>[indicate the country]</i>	<b>Name of the Company:</b>	<i>[indicate the exact name and]</i>	<b>Name of the Assignment: Beneficiary of the Assignment: Brief description of the Assignment:</b>

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>and the year]</i>	<i>and the city]</i>	<b>Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</b>	<i>title and if it was a short term or a long term position]</i>	<b>Responsibilities:</b>
.....	.....	.....	.....	.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company: Address of the company: Phone: Fax: Email: 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: Beneficiary of the Assignment: Brief description of the Assignment: 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 9 and 17 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 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**

<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.*



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**C. FINANCIAL PROPOSAL**

**REFERENCE NUMBER:** SADC/3/5/2/86– THE STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE

N°	Description <sup>1</sup>	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

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

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

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



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

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

REFERENCE NUMBER: **SADC/3/5/2/86 - THE STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE**

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.
- 1.3 **Contract value** means the total price of the Financial Proposal included in the Individual Consultant's Expression of Interests dated ***[insert the date]*** for the project "SADC/3/5/2/86 - THE STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE)"and reflected as such in the Annex 2 of this contract.
- 1.4 **Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest SADC/3/5/2/86 - THE STUDY ON ESTABLISHMENT OF THE SADC REGIONAL ICT CENTRE OF EXCELLENCE

- 1.5 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).
- 1.6 **Project Director** means the Coordinator – Support to Peace and Security in the SADC Region Project at the SADC Secretariat referred to in Annex 1 of this Contract.
- 1.7 **Services** means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt, the Services to be performed include all obligations referred to in this Contract (as defined above).

## 2. Effective Date and Duration

- 2.1 This Contract shall enter into force and effect on the date of its last signature by either of the parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.
- 2.3 The duration of contract is as per the provisions in Annex 1.
- 2.3 Notwithstanding anything to the contrary in the provisions of this Contract, the Contract shall expire after all the outputs stated in Annex 1 have been delivered.

## 3. 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.

## 4. Payment

- 4.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.
- 4.2 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.
- 4.3 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.

## 5. Status of the Individual Consultant

- 5.1 For the duration of the Contract, the Individual Consultant will have a status of an independent contractor in his relationship with the Procuring Entity under this Contract.
- 5.2 The Procuring Entity will endeavor to assist, where possible, the Individual Consultant in obtaining visas, work permits and to meet other legal requirements to enable the performance of services, when necessary.
- 5.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant's fees.
- 5.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

## **6. Supervision of the Services**

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity (s)he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

## **7. Compliance with this contract**

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

## **8. Assignment and Subcontracting**

- 8.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, (s)he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.
- 8.2 When the Project Director agrees that the activities under the contract can be performed by a third party, the third party involved in the delivery of services in this contract, will be under the direct control of the Individual Consultant. The Procuring Entity will not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

## **9. Breach of the Terms**

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

#### **10. Liability of the Individual Consultant**

- 10.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.
- 10.2 In view of the reliance by the Procuring Entity set out in 9.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this contract provided that:
- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
  - b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
  - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 10.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.
- 10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

#### **11. Insurance**

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

- 11.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
- 11.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 11.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

## **12. Copyright**

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

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

## **13. Non Disclosure & Confidentiality**

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

of information on a website) about the Services without the prior written agreement of the Project Director.

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

#### **14. Suspension or Termination**

- 14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s)he gives a 30 days prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 13.1, 13.2 and 13.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.
- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of *Force Majeure*, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

#### **15. No Waiver**

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

#### **16. Variations**

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

#### **17. Jurisdiction**

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

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

**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:	

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

*[insert the Terms of Reference]*



**Annex 2: Payment Schedule and Requirements**

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars *[insert ceiling amount]*, which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in his/her country of residence.
2. The breakdown of prices is:

N°	Description <sup>1</sup>	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</b>					

3. The payment shall be made in accordance with the following schedule:

**30%** upon the Procuring Entity’s receipt of the *Inception Report* acceptable to the Procuring Entity;

**70%** upon the Purchaser’s receipt of the final report, acceptable to the Procuring Entity.

4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission 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.

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

