



REQUEST FOR CONSULTING SERVICES

Reference Number: **SADC/SHD&SP/BROCHURE/2016**

Request for Services Title: **DEVELOPMENT OF A PROJECT BROCHURE**

Lot Number: 1

1. **The SADC Secretariat** is inviting to submit your Technical and Financial proposal for the following services *“Development of a Project Brochure: “Strengthening Monitoring, Evaluation and Reporting Systems for Orphans, Vulnerable Children and Youth in SADC”*

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

2. The maximum budget for this Purchase Order is **US \$10,000**. Proposals exceeding this budget will not be accepted.

3. Your proposal must be presented as per Standard Proposal Forms attached as Annex 2 to this RFCS in 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.

4. Your proposal should be addressed and submitted to:
The Head of Procurement
SADC Secretariat
P/Bag 0095
Gaborone
Telephone: 3951863
Fax: 3972848

and be dropped at the reception of the above address.

5. The deadline for submission of your proposal, to the addressed indicated in Paragraph 4 is: **25th November 2016**

6. Proposal submitted by Fax or E-mail **are not** acceptable.

7. The Technical Proposal will be evaluated against the following criteria.

Criteria	Maximum points allocated
<i>Organization and Methodology</i>	<i>50 points</i>
<i>Qualification of Experts</i>	<i>50 points</i>
Total	100 points

The number of points to be given under each evaluation sub criteria for qualifications of Experts are:

Sub criteria	Percentage from total number of points allocated to the criteria
(i) General qualifications	<i>30%</i>
(ii) Adequacy for the project	<i>50%</i>
(iii) Experience in region	<i>20%</i>
Total	100 %

8. Your proposal should be submitted as per the following instructions, and in accordance with the Terms and Conditions

(i) **PRICES:** The financial proposal shall be inclusive of all expenses deemed necessary by the Contractor for the performance of the Contract and *must* any of the following taxes in Procuring Entity country: value added tax and social charges or/and income taxes on non resident Personnel's fees and benefits.

(ii) **EVALUATION AND AWARD OF PURCHASE ORDER:** Proposals determined to be administrative and technical compliant to the requirement will be evaluated by comparison of their prices. A proposal is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5 and 6 above), has received minimum 80 points for the technical proposal, and the financial proposal does not exceed the maximum available budget for the Purchase Order. The award will be made to the bidder offering the lowest total price among the administrative and technical compliant proposals.

(iii) **VALIDITY OF THE PROPOSAL:** Your proposal should be valid for a period of 90 days from the date for deadline for submission indicated in Paragraph 4 above.

9. The assignment is expected to commence at least 1 week from the signature of the Contract/Purchase Order.

10. Additional request for information and clarifications can be request, no later than 5 working days prior to deadline indicated in the paragraph 5 above, from:

Procuring entity: *SADC Secretariat*

Contact person: *Mr Gift Mike Gwaza*

Telephone: 3951863

Fax: 3972848

E-mail: ggwaza@sadc.int copy to mitik@sadc.int

Request for Services Number: *[insert the number]*
Request for Services Title: *[insert the name of the assignment]*

Office number; DGP 24, SADC HQRS

ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Proposal Form

ANNEX 3: Standard Purchase Order/ Terms and Conditions

Sincerely,

A handwritten signature in black ink, appearing to read 'Wazwa', is written over a horizontal line. The signature is stylized and includes a large circular flourish.

Name: *Gift Mike Gwaza MCIPS*

Title: *Acting Head - Procurement Unit*

ANNEX 1:

Terms of Reference



Development of a Project brochure: “Strengthening Monitoring, Evaluation and Reporting Systems for Orphans, Vulnerable Children and Youth in SADC”

1.0 Introduction and background

The 4-Year Project “Strengthening Monitoring, Evaluation and Reporting Systems for Orphans, Vulnerable Children and Youth in SADC” began with the completion of signatures to the Contract Agreement on 7 April 2014. Physical implementation did not start until March 2015 due to the need to align systems at the SADC Secretariat to the revised Regional Indicative Strategic Development Plan (RISDP) which was approved in April 2015. In view of the delays, the Contract Agreement was amended in October 2015 to end on 31 March 2019 instead of the original 31 March 2018 to retain the original 4 years of Project implementation.

The total cost of the Project is estimated at US\$7,294,172, with US\$4,048,000 committed by the Swiss Agency for Development and Co-operation, while SADC Secretariat, Member States and other partners will contribute about US\$3,246,172.

Among the priorities is the need to conduct publicity activities to raise awareness and mobilise stakeholder support towards full implementation of the project at national and regional levels.

The SADC Secretariat in collaboration with the Swiss Agency for Development and Co-operation is seeking the services of an expert to compile, design and develop a Project brochure and to ensure its publication.

2.0 Objectives

The overall objective of the assignment is to compile key information and messages about the Project and print into a professional brochure which is attractive and easy to read and understand by all stakeholders. The brochure will be developed in English language and translated to Portuguese and French.

Specifically, the assignment seeks to:

- a) consult with the SADC Secretariat and selected key stakeholders and compile key information, messages and graphics for the brochure;
- b) professionally edit and design the information and messages into a Project brochure;
- c) translate the brochure into Portuguese and French; and
- d) coordinate professional printing of the brochure

3.0 Outputs and scope of work

3.1 Outputs

- 3.1.1 professionally edited and designed project brochure in English version submitted and signed off by SADC Secretariat;
- 3.1.2 professionally edited and designed project brochure translated in Portuguese and French versions and signed off by SADC Secretariat; and
- 3.1.3 final project brochure professionally printed in English, Portuguese and French
- 3.1.4 summary website version of the project brochure

3.2 Scope

- 3.2.1 In the context of the revised SADC Regional Indicative Strategic Development Plan, the Industrialisation Strategy and the Sustainable Development Goals, the brochure should provide key information covering:
 - a) Summary of the situation and context of MER for OVC and youth development and empowerment in SADC
 - b) Benefits, what the project intends to achieve and beneficiaries
 - c) How readers can participate the project and why
 - d) the project life cycle
 - e) strategies, partnerships and the activities to achieve results, and
 - f) Contact details and referral on where to get detailed information.
- 3.2.2 The brochure should meet the following minimum, among other quality criteria:
 - a) Stakeholders and readers oriented, easy to read and understand by policy makers, experts, media practitioners, youth and ordinary people
 - b) Straight to the point and summative while relevant and functional
 - c) Incorporating graphics /images
 - d) Creative yet, simple and appealing to the reader
 - e) Blending well with SADC corporate colours

A total of 2,000 copies of the brochure should be printed and delivered as follows: 200 each in Portuguese and French and 1600 in English

4.0 Methodology, deliverables and schedule of work

4.1 Consultations will be done with selected key informants at the SADC Secretariat and at the Swiss Agency for Development and Co-operation comprising of experts dealing with monitoring and evaluation; communication and public relations; ICT; orphans, vulnerable children and youth; among others as necessary.

4.2 The assignment is expected to commence on 10th October and to end not later than 16th December 2016, with five phases (some of which could run simultaneously) each with deliverables as summarised below:

Phase	Main Activities	Deliverables	Deadline
One: Inception	Inception Report	<ul style="list-style-type: none"> • Inception Document describing how brochure the work will be done, quality specifications, printing options, cost and schedule of work 	• 9 Dec 2016
Two: Content production and writing	Interviewing key informants, compiling information and graphics for the brochure	<ul style="list-style-type: none"> • Document with primary information and graphics for the brochure 	• 17 Dec 2016
Three: Editing, Designing and Translating	Editing and professionally designing the brochure	<ul style="list-style-type: none"> • Professionally edited and designed project brochure translated in Portuguese and French • Summary of the brochure for the website in English, Portuguese and French 	• 9 Jan 2016
Four: Preparation for printing	Prepare document for printing readiness and getting approval and sign off	<ul style="list-style-type: none"> • Print proof copy for approval and sign-off by SADC Secretariat 	• 16 Jan 2016
Five: Printing	Facilitating printing and delivery of brochure documents	<ul style="list-style-type: none"> • Final printed copies of the brochure in agreed upon quantities in English, Portuguese and French 	• 23 Jan 2016

4.2 The work involves searching for appropriate graphics /pictures to include in the brochure

4.3 Prospective candidates are expected to provide a concrete methodology for the work in the Technical Proposals.

5.0 Management arrangements and conduct of work

- 5.1 Consultant will report to the SADC Director for Social, Human Development and Special Programmes through the Technical Advisors for Orphans, Vulnerable Children and Youth. The consultant will work closely with the M&E experts at the SADC Secretariat.
- 5.2 A Technical Working Group (RTWG) chaired by the Communication and Publicity Expert at the Secretariat will oversee progress and for quality assurance. The TWG will meet with the consultant to review and approve quality of work at intervals as it will deem necessary.
- 5.3 The consultancy will be expected to work from own offices using own facilities.

6.0 Budget, expenses and payment schedule

- 6.1 The total budget for the consultancy with all costs inclusive (covering fees and reimbursable expenses) **should not exceed US\$10 000**. Applicants must submit detailed budgets and costing, clearly distinguishing consultancy fees calculated per person days and reimbursable costs. **Any costs beyond US\$10,000 must be clearly justified** in the Technical Proposal and Budget.
 - 6.2.1 Consultancy Fees will be paid in four phases in accordance to deliverables in the following proportions:
 - a) 30% upon submission and acceptance of Inception Report;
 - b) 40% upon submission and acceptance of Print proof copy by SADC Secretariat
 - c) 30% upon delivery of final printed copies of the brochure in agreed upon quantities in English, Portuguese and French
 - 6.3 Reimbursable expenses such as official regional travel and printing costs are part of the consultancy budget and will be reimbursed or paid directly by SADC Secretariat. All invoices for consultancy fees and reimbursable expenses will be submitted to the Director Budget and Finance and addressed to (att: Finance Officer HIV and AIDS). Reimbursable expenses will be verified and authorised for payment. Payment will be made within 30 days of delivery of key consultancy tasks after receipt by SADC of an approved invoice and full supporting documents.
 - 6.4.1 No extra payment will be permitted for extra work done arising from SADC not being satisfied with the standard of delivered outputs. The consultants may be penalized in terms of the amount to be paid, if the required outputs are not delivered on the agreed target dates.

7.0 Desired background and experience of Consultants

7.1 The work requires the following minimum qualifications among them:

- a) Diploma or degree in public relations, journalism, communication, marketing, advertising, or related field
- b) Certificate in graphic design

7.2 The skills and experience required for the assignment are:

- a) At least 5 years experience in developing outreach, promotion or campaign materials for projects and programmes
- b) Strong communication skills
- c) Experience with facilitating printing or publication of documents
- d) Ability to think critically and create comprehensive synopsis of written materials
- e) Experience in writing and editing professional documents
- f) Understanding of social development issues in the SADC region;
- g) Competencies in French and Portuguese will be an added advantage.

ANNEX 2: Proposal Form

A. Technical Proposal Submission Form.....10
B. Financial Proposal Submission Forms6

A. Technical Proposal Submission Form

[Comments in brackets [] provide guidance to the Service Providers for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Contents

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM.....	11
FORM TECH- 2 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE , ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY AND ON DRAFT PURCHASE ORDER	12
FORM TECH-3 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	13
FORM TECH-4 TEAM COMPOSITION AND TASK ASSIGNMENTS	14
FORM TECH – 5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.....	1
FORM TECH-6 STAFFING SCHEDULE	4
FORM TECH-7 WORK SCHEDULE	5

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[insert title of assignment]* in accordance with your Request for Services number *[insert the number]*, dated *[insert date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We are submitting our Proposal in association with: *[insert a list with full name and address of each partner]*¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us for the period indicated in the Paragraph 8(iii) of the Request for Services.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 9 of the Request for Services.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ *[Delete in case no Joint Venture or Consortium is foreseen.]*

FORM TECH- 2 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE , ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY AND ON DRAFT PURCHASE ORDER

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Procuring Entity as indicated in the TORs or include your own requirements of: administrative support, office space, local transportation, equipment, data, etc.]

C - On Draft Purchase Order

[Please recommend any change in the Draft Purchase Order clauses you would like to see incorporated in the final Purchase Order. Please indicate which of the proposed changes, if not accepted by the Procuring Entity could determine you to reject the Purchase Order for this project. Use maximum 2 pages]

FORM TECH-3 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. [Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (max. 5 pages, inclusive of charts and diagrams) divided into the following three chapters:

2.

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

3. a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

4. b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.*

c) Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

Request for Services Number: *[insert the number]*
Request for Services Title: *[insert the name of the assignment]*

FORM TECH-4 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

FORM TECH - 5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF¹

Proposed role in the project: *[insert the name of the position and indicate the key position]*

- 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. **Civil status:** *[insert: married/ divorced/single/ widower]*
- 6. **Contract details:**
Address: [insert the physical address]
Phone : [insert the phone and mobile no.]
E-mail: [insert the email]

8. **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>

7. **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>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

8. **Membership of professional bodies:** *[indicate the name of the professional body]*

9. **Other skills:** *[insert the skills]*

10. **Present position:** *[insert the name]*

11. **Years of experience:** *[insert the no]*

12. **Key qualifications:** (Relevant to the assignment)
[insert the key qualifications]

13. **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>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

¹ The CV must not exceed eight (8) pages

14. Professional experience²:

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

² Only key information about the positions and the responsibilities held in various assignments during the last ten (10) years should be included. Experience older than 10 years will be rendered irrelevant.

15. **Other relevant information:** (e.g. Publications)
[insert the details]

16. 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 willful 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 request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above¹, documents which are attached to this CV as photocopies.

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

Date: 8 November 2016

ATTACHMENTS: 1) *Proof of qualifications indicated at point 8*
 2) *Proof of working experience indicated at point 14*

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 contract signed with them.*

FORM TECH-6 STAFFING SCHEDULE

N °	Name of Staff ¹	Staff input (in the form of a bar chart) ²													Total staff-month/weeks input ³			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ⁴	Total	
Key Experts																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
										Subtotal								
Non key experts																		
1		[Home]																
		[Field]																
2																		
n																		
										Subtotal								
										Total								

Full time input
 Part time input

¹ Position held in the Purchase Order must be indicated as well.
² Months/ weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
³ Select months or weeks as needed.
⁴ Field work means work carried out at a place other than the Service Provider home office.

FORM TECH-7 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

¹ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser’s approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart

B. Financial Proposal Submission Forms

[Comments in brackets [] provide guidance to the Service Providers for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM.....	7
FORM FIN-2 SUMMARY OF COSTS.....	8
FORM FIN-3 BREAKDOWN OF REMUNERATION ¹	9
Form FIN-4 Breakdown of Reimbursable Expenses	10

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Services number [insert the number], dated [insert date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount inclusive of all expenses deemed necessary by us for the performance of the Purchase Order in accordance with the Terms of Reference requirements and our Technical Proposal and [“does” or “does not” delete as applicable] include any of the following taxes in Procuring Entity country: value added tax and social charges or/and income taxes on non resident Personnel’s fees and benefits.

Our Financial Proposal shall be binding upon us, subject to the modifications resulting from computation errors or other priced deviations identified during evaluation, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 8 (iii) of the Request for Services.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

FORM FIN-2 SUMMARY OF COSTS

<u>Cost component</u>	Costs
	(US\$)
Remuneration	
Reimbursable Expenses	
Taxes ¹²	
Total	

¹ If requested in the RTCS clause 8(i) *[delete if not applicable]*

² Please provide details on taxes applied, the legal ground for application of the taxes and how they have been calculated

FORM FIN-3 BREAKDOWN OF REMUNERATION¹

Name ²	Position ³	Input (in staff days)	Staff-daily Rate ⁴ (in US\$)	Total (in US\$)
Key experts				
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
Etc.		[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
Non Key staff				
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
Etc.		[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
TOTAL REMUNERATION				

1

.

¹ Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-6.

² Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

³ Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-4.

⁴ Indicate separately staff-daily rate for home and field work.

Form FIN-4 Breakdown of Reimbursable Expenses

N°	Description ¹	Unit ²	No. of Units	Unit Cost (in US\$)	Total (in US\$)
1	Per diem allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous travel expenses ⁴	Trip			
4	Communication costs	Lump sum			
5	Drafting, reproduction of reports				
6	Equipment, instruments, materials, supplies, etc. (if needed)				
7	Local transportation costs				
8	Office rent				
9	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
10	Other ⁴				
11	Fixed Reimbursable Expenses⁵				
TOTAL REIMBUSABLES EXPENSES					

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

⁵ The amount has to be indicated by the Procuring Entity and shall be included, without modifications, in the Financial Proposal. It shall cover costs already identified and priced by the Procuring Entity.

ANNEX 3:

Standard Purchase Order/ Terms and Conditions

PURCHASE ORDER FOR CONSULTING SERVICES

THIS PURCHASE ORDER (“Purchase Order”) is made on *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (hereinafter called the “Procuring Entity”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

WHEREAS, the Procuring Entity wishes to have the Contractor perform the services hereinafter referred to, and

WHEREAS, the Contractor is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Contractor shall perform the services specified in Annex A, “Terms of Reference and Technical Proposal,” which is made an integral part of this Purchase Order (“the Services”).
 - (ii) The Contractor shall provide the personnel listed in Annex B, “Service Provider’s Personnel,” to perform the Services.
 - (iii) The Contractor shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex C, “Service Provider’s Reporting Obligations.”

- 2. Term**

The Contractor shall perform the Services during the period commencing *[insert the date]* and continuing *[insert the date]* or any other period as may be subsequently agreed by the parties in writing.

3. Termination

- 3.1 By the Procuring Entity**

The Procuring Entity may terminate this Purchase Order in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 3.1. In case of an occurrence specified in (a) to (f) the Procuring Entity shall give not less than thirty (30) days’ written notice of termination to the Service Provider, and sixty (60) days’ notice in case of the event referred to in (g).

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of period after the receipt of a registered mail with acknowledgment of receipt specifying the failure.
- (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof.
- (d) If the Service Provider, has engaged in corrupt or fraudulent practices in competing for or in executing this Purchase Order.
- (e) If the Contractor submits to the Procuring Entity a false statement which has a material effect on the rights, obligations or interests of the Procuring Entity.
- (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Purchase Order.

Early termination shall not prejudice or affect the accrued rights or liabilities of the Parties.

3.2 By the Service Provider

The Contractor may terminate this Purchase Order, by not less than thirty (30) days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 3.2.

- (a) If the Procuring Entity fails to pay any money due to the Contractor pursuant to this Purchase Order (which is not subject to dispute pursuant to Clause 15 hereof) within thirty (30) days after receiving written notice from the Contractor that such payment is overdue.
- (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.
- (d) If the Procuring Entity is in material breach of its obligations pursuant to this Purchase Order and has not remedied the same within thirty (30) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Procuring Entity of the Service Provider's notice specifying such breach.

Early termination shall not prejudice or affect the accrued rights or liabilities of the Parties.

4. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Procuring Entity shall pay the Contractor an amount not to exceed **US\$ [insert the amount in figures and letters]**. This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.

B. Schedule of Payments

The schedule of payments is specified below:¹

[insert amount (which shall be maximum 20% of the contract value) and currency] upon the Procuring Entity's receipt of a copy of this Contract signed by the Contractor;

[insert amount and currency] upon the Procuring Entity's receipt of the *[insert the name and the description of the deliverable]*, acceptable to the Procuring Entity;

[insert amount and currency] upon the Procuring Entity's receipt of the *[insert the name and the description of the deliverable]*, acceptable to the Procuring Entity; and

[insert amount (minimum 10% and maximum 30% of the contract value) and currency] upon the Procuring Entity's receipt of the final report, acceptable to the Procuring Entity.

[insert amount and currency] Total

C. Acceptance

The Deliverables, meaning Reports or Services submitted to an Acceptance (either formal or not), are listed in the Annex C thereof.

Acceptance means express or tacit acknowledgment that the Deliverables comply with the Purchase Order.

The following principles are always applicable:

- unless the Procuring Entity makes reservations within 40 working days from the submission, the Deliverables are deemed accepted,
- in case of reservations by the Procuring Entity during the Acceptance period, the Deliverables are deemed accepted once the reservations are withdrawn,
- it is expressly agreed that the use of any Deliverables or any phase of the Purchase Order means the final Acceptance of the phase or the corresponding Deliverables,
- the Acceptance is definitive and cannot be doubted for any reason whatsoever.

D. Payment Conditions

Payment shall be made in **US\$** no later than 30 days following submission by the Contractor of an acceptable invoice

¹ Modify, in order to reflect the output required, as described in Annex C.

accompanied by prove of Acceptance (implicit or explicit) of Deliverables associated to the invoice, in duplicate, to the Coordinator designated in paragraph 4.

5. If the Contractor does not receive payment by the time stated then the Contractor shall be paid interest at the overdraft interest rate the Contractor is charged by its bank calculated from the due date of payment.

6.

5. Payment upon Termination Upon termination of this Purchase Order pursuant to Clauses 3.1 or 3.2 hereof, the Procuring Entity shall make the following payments to the Service Provider:

- (a) cost of all accepted Deliverables performed prior to the effective date of termination and any interest rate due to the Contractor as a result of previous delays in payment of invoices, and
- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause 3.1 hereof, reimbursement of any reasonable out-of-pocket demobilization or other direct costs incidental to the prompt and orderly termination of this Purchase Order, including the cost of the return travel of the Service Provider's Personnel.

6. Project Administration

A. Coordinator.

The Procuring Entity designates the *[insert de full name, the title, department and organization]*, as Procuring Entity's Coordinator; the Coordinator will be responsible for the coordination of activities under this Purchase Order, for acceptance and approval of the reports and of other deliverables by the Procuring Entity and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Service Provider's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 4 thereof.

C. Information

The Procuring Entity shall timely provide to the Service Provider, free of cost, all information that may be reasonably required for the provision of the Services. The Contractor shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the Procuring Entity.

D. Decisions

The Procuring Entity shall give his decision on all matters properly referred to him in writing by the Contractor within a

reasonable time so as not to delay the Services.

Where there is a misunderstanding between the Procuring Entity's Coordinator and the Service Provider, the Contractor can bring the issue into the attention of the SADC Secretariat Executive Secretary, which is entitled to express the Procuring Entity's final decision on the issue brought into attention.

E. Assistance

The Procuring Entity shall co-operate with the Contractor and shall not interfere with or obstruct the proper performance of the Services. The Procuring Entity shall as soon as practicable:

(a) provide the Service Provider's personnel with work permits and such other documents as shall be necessary to enable them to perform the Services;

(b) arrange for the Service Provider's personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country;

(c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Service Provider's personnel and their eligible dependents;

(d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e) exempt the Contractor and its personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(f) grant to the Contractor and its personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the Services; and

(g) authorize the Contractor and its personnel to act as his agent as may be necessary for the performance of the Services.

(h) procure the Service Provider's ready access to the

necessary sites.

(i) designate in writing a person to act with his complete authority to give instructions for and to receive information on his behalf.

- 7. Performance Standards** The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any employees assigned under this Purchase Order that the Procuring Entity considers unsatisfactory as a result of their incompetence to render the Services or their misconduct.
- 8. Confidentiality** The Service Providers shall not, during the term of this Purchase Order and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Purchase Order or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.
- 9. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Contractor for the Procuring Entity under the Purchase Order shall belong to and remain the property of the Procuring Entity. The Contractor may retain a copy of such documents and software.
- 10. Contractor Not to be Engaged in Certain Activities** The Contractor agrees that, during the term of this Purchase Order and after its termination, the Contractor and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 11. Insurance** The Contractor will be responsible for taking out any appropriate insurance coverage, in the limit indicated in the Clause 14 hereof.
- 12. Amendments** Any modification of the Terms and Condition of the Purchase Order shall be through a written Amendment signed by both parties. The procedures for modification of the Purchase Order shall observe the SADC Secretariat principles of modifying contracts as lay down in the SADC Secretariat Procurement Guidelines edition *[insert the edition]*.
- Only the addition or the replacement of key experts shall be considered a modification of the Purchase Order. In case of replacement of a key expert, this shall be done only with an expert having equal or better qualification than the expert replaced.
- The Contractor shall not assign this Purchase Order or sub-Purchase Order any portion of it without the Procuring Entity's prior written consent.
- 13. Law Governing Purchase Order and Language** The Purchase Order shall be governed by the laws of **Botswana**, and the language of the Purchase Order shall be **English**.

14. Liability

Limitation of the Service Providers’ Liability towards the Procuring Entity:

- (a) Except in case of gross negligence or wilful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Service Provider, with respect to damage caused by the Contractor to the Procuring Entity ’s property, shall not be liable to the Procuring Entity:
 - (i) for any indirect or consequential loss or damage;
 - (ii) for any direct loss or damage that exceeds by two times the value of the fees of this Purchase Order (reimbursable expenses will not be taken into consideration for determining the value of Service Provider’s liability);
 - (iii) for loss or damage caused as a result of any Force Majeure Event.
- (b) This limitation of liability shall not affect the Service Providers’ liability, if any, for damage to Third Parties caused by the Contractor or any person or firm acting on behalf of the Service Providers in carrying out the Services.

Any action by either party must be brought within one (1) year after the cause of action arose.

15. Dispute Resolution

Any dispute arising out of the Purchase Order, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Procuring Entity's country.

ANNEXES:

- Annex A:** Terms of Reference and Technical Proposal
- Annex B:** Service Provider’s Personnel
- Annex C:** Service Provider’s Reporting Obligations

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

For the Procuring Entity	Signature	For the Contractor	Signature
Name: <i>[insert full name]</i>		Name: <i>[insert full name]</i>	
Title: <i>[insert the title]</i>		Title: <i>[insert the title]</i>	
Palace: <i>[insert the city and country]</i>		Palace: <i>[insert the city and country]</i>	
Date: <i>[insert the date]</i>		Date: <i>[insert the date]</i>	