



## REQUEST FOR EXPRESSION OF INTEREST

### SELECTION OF INDIVIDUAL CONSULTANT

CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL  
NATIONAL TELECOMMUNICATIONS PLAN (NETP)

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REFERENCE NUMBER: SADC/3/5/2/232

13<sup>th</sup> MAY 2022

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

**“CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)”**

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\$9,900.00 inclusive of professional fees and reimbursable expenses**. Proposals exceeding this budget will not be accepted.

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



5. Proposal should be submitted by email clearly marked “**REFERENCE NUMBER: SADC/3/5/2/232 - CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)**” to the email address below:  
[modelnetp@sadc.int](mailto:modelnetp@sadc.int)
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **3<sup>rd</sup> June 2022 at 10:00hours local Botswana time**
7. Your CV will be evaluated against the following criteria.

Category	Points
Qualification and Skills	30
General professional experience	10
Specific professional experience	60
<b>Total</b>	<b>100</b>

#### Technical Evaluation

The minimum technical score required to pass is **70 points**. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x100

#### Financial evaluation

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

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

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

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

(i) **PRICES:**

The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6, 7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.
- The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, will be awarded the contract

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

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

9. The assignment is expected to commence within **two (2) weeks** from the signature of the contract.
10. Additional requests for information and clarifications can be made through the email below:

The Procuring entity: **SADC Secretariat**

Contact person: Ms. Diana Sello

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

Fax: **3972848**

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

Copy to [tchabwera@sadc.int](mailto:tchabwera@sadc.int) and [clungu@sdc.int](mailto:clungu@sdc.int)

The closing date for receipt of requests for information and clarification shall be: **24<sup>th</sup> May 2022 at midnight local Botswana time**

The Closing date for responding to requests for information and clarification shall be: **27<sup>th</sup> May 2022 at midnight local Botswana time**

All questions received as well as the answer(s) to those will be posted on the SADC Secretariat's website.

**ANNEXES:**

ANNEX 1: Terms of Reference  
ANNEX 2: Expression of Interest Forms  
ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



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Diana Sello  
OIC - Procurement Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL  
TELECOMMUNICATIONS PLAN (NETP)

SADC/3/5/2/232

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## **1. BACKGROUND INFORMATION**

### **1.1 Partner country and procuring entity**

Southern African Development Community (SADC)

### **1.2 Contracting authority**

Southern African Development Community Secretariat (SADC Secretariat)

### **1.3 Background**

The Southern African Development Community (SADC) is a Regional Economic Community comprising 16 Member States, namely; Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Swaziland, Tanzania, Zambia, Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security.

The overarching objective of the SADC ICT Sector is to establish communications systems that are universally accessible through affordable, efficient, resilient, high quality, modern, ubiquitous and fully integrated to meet the diverse requirements of SADC Citizens and to ensure digital inclusion and attainment of the SADC goal of regional economic integration, poverty alleviation and industrialisation. The sector also seeks to ensure that no one is left behind in terms of ICT services and therefore endeavours to heighten the implementation of regional broadband connectivity, including cross-border transmission links to promote SADC Digital Inclusion. SADC recognises the important role and contribution of ICT in the political, economic and social development and growth of the region in order to inter alia facilitate industrial development, competitiveness, regional integration and cooperation including enhanced infrastructure.

One the key strategic interventions stipulated in the SADC Regional Indicative Strategic Development Plan (RISDP) 2020-30 and the Digital SADC 2027 which is the ICT Chapter of the SADC Regional Infrastructure Development Master Plan (RIDMP) is the development of the SADC Model National Emergency Telecommunications Plan (NETP).



## 1.4 Current situation in the Sector

In the past decade the SADC Region has been one of the most disaster-prone regions in Africa. From the Indian Ocean Tsunami (2014) to the cyclones Idai and Kenneth (2019), many have lost their lives and loved ones, millions have been displaced and there has been unprecedented amount of damage such as loss of crops, destruction to property and essential infrastructure. In particular, these tropical cyclones, which were the worst to hit the Southern Africa region, brought about strong winds and heavy rains causing catastrophic flash flooding. The economic, social, and environmental consequences of disasters are long-lasting and rehabilitation costs are a high percentage of Gross National Product (GNP) in SADC Member States.

When such disasters strike, often local telecommunications/ICT systems get disrupted and communications may be unavailable during the emergency. This calls for an urgent need to establish effective telecommunications links for disaster response and coordination, especially for critical public safety agencies such as fire, police, ambulance, coast guard, customs and border patrol, defence force, etc to enable them to communicate with each other. This also includes telecommunications links with regional and international aid agencies. ICT facilities are essential in the management of operations before, during and after emergency and disaster events. The speed and effectiveness of emergency response depends on the availability of communications to enable the exchange of information. Hence, ICT services must be reliable and available when needed, including the rapid deployment of temporary ICT services in priority areas in the wake of a disaster. More precisely, telecommunications/ICT play a critical role in disaster detection, mitigation (prevention), preparedness, response and relief, recovery and rehabilitation. They also play a crucial role in the immediate aftermath of disasters by ensuring the timely flow of vital information, allowing for the effective and appropriate coordination of humanitarian response efforts at all stages of disaster management. The assurances of unhindered use of telecommunications/ICT equipment and services is key. A National Emergency Telecommunication Plan (NETP) is required for successful achievement of such communications.

The critical importance of disaster mitigation and relief operations has been accepted by SADC Member States. Furthermore, technology must go hand-in-hand with enabling policy and regulatory frameworks when it comes to effective disaster responses that will save human lives tomorrow. The SADC Secretariat and its Implementing Agencies, CRASA and SATA have been pursuing various emergency telecommunications/ICT initiatives which include promoting the use of different ICT networks, including satellite, radio, mobile networks and the Internet, that can contribute to ensure the availability of high quality communications services to assist public-safety and disaster-relief agencies in minimizing risk to human life and to cover the necessary general public information and

communication needs in such situations. Therefore, ICT plays a critical role in disaster detection, mitigation (prevention), preparedness, response and relief, recovery and rehabilitation. In particular, availability of relevant and adequate Radio Frequency (RF) spectrum is a key element of any NETP and harmonisation and interoperability are equally noteworthy.

Development of the SADC Model NETP is one of the flagship projects from the SADC Regional Infrastructure Development Master Plan (RIDMP). This instrument will enable Member States to establish a NETP and supporting institutional mechanisms for its implementation within a short turn-around time.

Acknowledging the critical role of communications in the Public Protection and Disaster Relief (PPDR), work began in 2018 on the development of the SADC PPDR Framework that would enable harmonised frequencies to be used for the deployment of emergency telecommunications in order to benefit from equipment economies of scale, increased spectrum efficiency, improved cross-border coordination and circulation of equipment and the possibility to have interoperable PPDR systems across the SADC Region. PPDR refers to radio applications that are designed for security, public safety and defence purposes, especially used during a disaster. The SADC Framework for Harmonisation of RF for PPDR includes frequency bands for narrowband, wideband and broadband PPDR systems. Equally important is to facilitate free cross-border circulation of telecommunications/ICT equipment or at the least, minimising the regulatory requirements to the greatest extent possible, to ensure speedy importation of these systems intended for use in emergency situations, rescue and relief operations and disaster-relief situations, through mutual cooperation and consultation.

Regional and International cooperation and coordination are critical elements when responding to an emergency. There are several frameworks (conventions and programmes) that offer facilities such as technical and humanitarian assistance that are useful during and after emergency events, which may be tapped by SADC Member States. Entities supporting the region on emergency telecommunications include the International Telecommunication Union (ITU) and United Nations Office for the Coordination of Humanitarian Affairs (OCHA), where the latter acts as the Tampere Convention global operational coordinator. The Tampere Convention is an international treaty on the Provision of Telecommunication Resources for Disaster Mitigation and Relief Operations. To date, Madagascar is the only SADC Member State signatory to the Tampere Convention. However, the ratification of the Tampere Convention is yet to be completed. United Nations Office for Disaster Risk Reduction (UNDRR), Emergency Telecommunications Cluster (ETC), led by the World Food Programme (WFP) and bi-lateral agreements are other cooperation instruments for disaster response which may include assistance on training, equipment, relief personnel etc. Considering the increasing natural disasters

being experienced within the SADC region, Member States have been encouraged to consider becoming signatories to the Tampere Convention of which the benefits are stipulated in the SADC Position Paper - SADC Member States Acceding to the Tampere Convention. Furthermore, Member States were also encouraged to strengthen cooperation within the region on emergency communications.

ESIMs are satellite user terminals operating within the Ka-band Fixed Satellite Service (FSS) using small directional antennas for the provision of broadband services. They are also well suited to support emergency communications when terrestrial networks fail. The region has developed Recommendations on a Harmonised Approach to Domestic Licensing and Mutual Licence Recognition of ESIMs to promote this new resilient satellite service.

Through an assessment undertaken in 2021 on ICT Accessibility policies and initiatives in the SADC region, it was noted that there was a need for policy and regulatory considerations for the provision of ICT accessibility for Persons with Disability (PwD). In addition, ICT is a key tool in disaster response and management operations, providing multiple communication channel modes for messages and alerts to reach and appropriately respond to everyone's needs, without discrimination on age, gender, specific needs or vulnerable groups like PwD, ability or location.

## **1.5 Related programmes and other donor activities**

Work related to this assignment include:

- SADC Framework for Harmonisation of Radio Frequencies for the Public Protection and Disaster Relief (PPDR);
- Position Paper - SADC Member States Acceding to the Tampere Convention;
- Recommendation on a Harmonised Approach to Domestic Licensing and Mutual Licence Recognition of Earth Stations in Motion (ESIMs)”;
- Draft Recommendation on Harmonisation of Emergency Services Numbering in SADC; and
- SADC harmonised cybersecurity legal and regulatory framework.

At the SADC Secretariat level, it is essential that the development of the SADC Model NETP complements the regional initiatives pursued by the SADC Disaster Risk Reduction Unit (DRRU).

## 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

### 2.1 Overall objective

The region wishes to develop a SADC Model NETP, which will become a guiding strategic instrument that will enable Member States strengthen and enhance their emergency communications capabilities. More precisely, it will enable Member States to ensure the availability of reliable and resilient ICT services during all four (4) disaster management phases, namely disaster mitigation, preparedness, response and recovery phases, by promoting coordination across all levels of Government, between public and private organisations and within communities that are at risk. The effective management of the risk of disasters depends on ICT and information sharing among relevant stakeholders. In particular, timely and effective information flow in a secure manner is important for early warning and alerting the population, for preparing for an emergency event, and for the effective coordination and articulation of response activities that can minimize economic loss, mitigate the impact on public well-being and loss of life. It will also highlight major areas of risk. It should be based on ITU recommendations, international best practices and the peculiarities of the SADC region.

The following aspects should also be taken into consideration in the development of the SADC Model NETP:

- (i). Aspects such as geographical, topographical, climate change and political characteristics, among others, which can indicate the likely hazards and levels of vulnerability to a possible disaster in the SADC region;
- (ii). Include the use of alerting systems, early warning systems and ICT services for response teams; and
- (iii). Complementary alignment to National Disaster Risk Management Plans.

### 2.2 Specific Objectives (Purpose)

The purpose of this contract are as follows:

- (i). Assist the SADC Secretariat to undertake assessment of the SADC landscape in terms of policy, legal and regulatory frameworks regarding ICTs for disaster management and overall risk on the ICT infrastructure and contingency planning for when emergencies and disasters occur in the SADC Region;
- (ii). Establish an NETP model as a guide for Member States to:

- a) Bolster the availability of reliable and resilient ICT services during disaster mitigation, preparedness, response and recovery phases;
  - b) Facilitate the continuity or restoration of ICT services for communications in the event of a disaster within the SADC Region;
  - c) Improve the emergency telecommunications maturity posture in SADC Member States;
  - d) Enhance the speed, quality and effectiveness of emergency preparedness and response in the region;
  - e) Promote coordination across a wide range of stakeholders using ICTs; and
- (iii). Develop a high level the Standard Operating Procedures (SOPs) for typical NETP which can be adapted and expanded by Member States into a set of detailed instructions on how to carry out the specific operational tasks or activities of emergency response using ICT.

### 2.3 Results to be achieved by the contractor

- i. (Submit a detailed report documenting the findings of the regional assessments, SADC Model NETP as per the expected objectives of this assignment and facilitate the Validation Workshop on the SADC Model NETP.

## 3. ASSUMPTIONS & RISKS

### 3.1 Assumptions underlying the project

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

### 3.2 Risks

The table below summarises key Risks associated with this Action and outlines mitigation measures that will be put in place to reduce the risks identified:

Possible risks	Risk Level (Low/ Medium/ High)	Mitigation Measures
The Contractor may propose a SADC Model NETP which cannot be feasibly implemented	Low	The TOR selection criteria has been tailored to engage a capable consultant. In addition, the inception report and inception meeting will be used to determine proposed methodology will achieve the desired result.

## **4. SCOPE OF THE WORK**

### **4.1 General**

#### **4.1.1 Project description and Specific work**

The overall goal of the consultancy is to assist the SADC Secretariat with the development of the SADC Model NETP. The Contractor is expected to undertake assessments of existing policy, legal and regulatory frameworks regarding ICTs for disaster management and overall risk assessment on the ICT infrastructure and contingency planning when emergencies and disasters occur in the SADC Region. The Contractor will then develop the SADC Model NETP including the implementation modalities SOPs. The draft SADC Model NETP will be validated by Member States and relevant stakeholders at a Validation Workshop to be convened by the SADC Secretariat. Inputs from the Validation Workshop will lead to the finalisation of the SADC Model NETP.

#### **4.1.2 Geographical area to be covered**

The Contractor will undertake assessments and development of the SADC Model NETP. The coverage of this research is global with a focus on best practice adoption for the SADC region.

#### **4.1.3 Target groups**

In undertaking the development of the SADC Model NETP the Contractor will work with the relevant SADC Secretariat Directorates and Units specifically the SADC Directorate of Infrastructure, Disaster Risk Reduction Unit (DRRU), Member States, SADC ICT Implementing Agencies Communications Regulators' Association of Southern Africa (CRASA), Southern African Telecommunications Association (SATA), Southern Africa Postal Operators Association (SAPOA), African Telecommunications Union (ATU), Pan African Postal Union (PAPU), International Telecommunication Union (ITU), Universal Postal Union (UPU), United Nations OCHA and other relevant bodies.

### **4.2 Specific Work**

The SADC Secretariat seeks to recruit one (1) Consultant to undertake consultancy work on the development of the SADC Model NETP. In carrying out the assignment, the Contractor will be expected to achieve the results outlined below on 4.2.1.

#### **4.2.1 Results to be achieved by the contractor**

- (i). Conduct an assessment on policy, legal and regulatory framework regarding ICTs for disaster management in the SADC Region;
- (ii). Undertake an overall risk assessment on the ICT infrastructure and contingency planning when emergencies and disasters occur in the SADC Region;
- (iii). Propose mechanisms for enhancing training and capacity building for using and providing ICT services in emergencies;
- (iv). Develop the draft SADC Model NETP, including its Standard Operating Procedures; and
- (v). Facilitate a Validation Workshop for the SADC Model NETP and incorporate inputs from stakeholders.

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

#### **4.3 Project management**

##### **4.3.1 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.

##### **4.3.1 Management structure**

The Contractor shall report to and perform the assigned tasks under the direct supervision of the Senior Programme Officer (SPO) ICT. The Director of Infrastructure shall play an oversight role over this assignment. Both are based in Gaborone, Botswana. The SPO 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.

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

The Validation Workshop shall be a virtual event held using the Zoom Platform and hence no requirement for the Contractor to travel.

Costs related to the planning of the Validation Workshop (interpretation services) will be borne by the SADC Secretariat.

## **5. LOGISTICS AND TIMING**

### **5.1 Location**

This assignment is 'home-based' for the Contractor, with no travel required.

### **5.2 Start date & period of implementation**

The intended start date is 1st July 2022 and the period of implementation of the contract will be six (6) months from this date. The actual start date will be provided in the contract.

## **6. REQUIREMENTS**

### **6.1 Staff**

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

#### **6.1.1 Experts**

Key Experts have a crucial role in implementing the contract. The contracting authority is indicating an absolute minimum input in terms of related qualifications and experience for the key expert. These terms of reference contain the required key expert's profile. The tenderer shall submit CVs and statements of exclusivity and availability for the following:

#### **Key Expert**

##### **Qualifications and Skills**

- A University Degree in ICT, Telecommunications, Electrical Engineering or Emergency and Disaster Management. An advanced degree will be an added advantage;
- Excellent organisational, time-management and planning skills;
- 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**

- At least ten (10) years of progressive professional experience and knowledge of the ICT infrastructure landscape of the SADC Region;
- Preferably ten (10) years but a minimum of five (5) years required of progressive professional experience and knowledge in the area of NETP design, development and implementation relevant to this assignment;
- Minimum of three (3) years' experience working in the SADC Region and knowledgeable of the SADC ICT Sector; and
- Familiarity with the application of ICT in Emergency and Disaster Management.

### **Specific Professional Experience**

- Preferably five (5) years but a minimum of three (3) years' experience and knowledge on the issues relating to emergency telecommunications;
- Proven track record of having developed an NETP;
- Knowledge of emergency telecommunications practices and principles and understanding of the regional emergency telecommunication issues; and
- Extensive knowledge of NETP design and development, disaster management, climate change key issues, relevant emergency-related organisations and actors.

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

#### **6.1.2 Support staff & backstopping**

Backstopping and support staff costs must be included in the price if required.

#### **6.2 Office accommodation**

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

#### **6.3 Facilities to be provided by the contractor**

The contractor must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts

to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

#### 6.4 Equipment

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

#### 6.5 Incidental expenditure

Not applicable.

#### 6.6 Expenditure verification

Not applicable.

### 7. REPORTS

#### 7.1 Reporting requirements

The Contractor will submit the following reports in English in one original copy.

Name of Report/Presentation	Content	Time of Submission
Inception Report	<p>Outlines the proposed approach, methodology (conceptual framework), work plan, Risks and possible mitigation measures for conducting the assignment.</p> <p>The Inception Meeting shall be via a video conference organised by the SADC Secretariat, in consultation with the Contractor. The Inception Report shall be finalised, incorporating the comments emanating from the Inception Meeting</p>	No later than two (2) weeks from the commencement date of the consultancy services.
First Draft Report on the SADC Model NETP	Covers activities under the Section 4, namely a report containing the results of the	No later than four (4) months from the commencement date of the consultancy services

	assessments, SADC Model NETP and SOPs.	
Second Draft and Presentation	Covers activities under the Section 4 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 contractor.	No later than two (2) weeks following the receipt of all comments, corrections, clarifications and input received from the SADC Secretariat
Final Report on the SADC Model NETP and Validation Workshop Report	Shall include all the comments, corrections, clarifications and input received during the Validation Workshop.	No later than two (2) weeks following the Validation Workshop.

Payments shall be done at specific intervals upon successful submission and approval by the SADC Secretariat of each of the following deliverables as stipulated below:

Deliverable	Payment (%)
Final Inception Report	25
Second Draft Report on the SADC Model NETP	30
Final Report on the SADC Model NETP and Validation Workshop Report	45
<b>Total</b>	<b>100</b>

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

## 7.2 Submission & approval of reports

The Final Report on the SADC Model NETP and Validation Workshop Report, referred to above, must be submitted to the Project Manager identified in the contract. The Project Manager is Dr George Ah-Thew, SPO ICT responsible for recommendation of the deliverables mentioned in Section 7 above, for Management decision.

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of indicators**

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

- Submission of Inception Report and convening of Inception Meeting between SADC Secretariat and the Contractor;
- Submission of Final Inception Report;
- Submission of the Second Draft Report on the SADC Model NETP;
- Submission of Final Report on the SADC Model NETP; and
- Submission of Validation Workshop Report.

### **8.2 Special requirements**

As indicted in Section 7 the following special requirement are to be fulfilled:

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

## **9. BUDGET**

The maximum budget for the assignment is USD\$9,900.00 (Nine Thousand Nine Hundred United States Dollars) inclusive of fees and reimbursable expenses.

\* \* \*

**ANNEX 2: Expression of Interest Forms**

- A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT .....22
- B. CURRICULUM VITAE.....24
- C. FINANCIAL PROPOSAL .....28

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

REFERENCE NUMBER: SADC/3/5/2/232  
CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL  
TELECOMMUNICATIONS PLAN (NETP)

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “SADC/3/5/2/232 - CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)” in accordance with your Request for Expression of Interests number SADC/3/5/2/232, dated 13<sup>th</sup> May 2022 for the sum of *(Insert Amount)*. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and *does* include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

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

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

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

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

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

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

Yours sincerely,

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

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

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

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- 1. Family name: *[insert the name]*
- 2. First names: *[insert the names in full]*
- 3. Date of birth: *[insert the date]*
- 4. Nationality: *[insert the country or countries of citizenship]*
  
- 5. Physical address: *[insert the physical address]*
- 6. Postal address
- 7. Phone: *[Insert Postal Address]*
- 8. E-mail: *[insert the phone and mobile no.]*  
*[Insert E-mail address(es)]*
  
- 9. Education:

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

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

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

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

16. Specific experience in the region:

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



17. Professional experience:

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

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
		<i>Email: Name and title of the reference person from the company:</i>	<i>term position]</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 Assignment: Beneficiary of the Assignment: Brief description of the Assignment: Responsibilities:</i>

**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*

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<sup>1</sup> *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

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C. FINANCIAL PROPOSAL

CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)

REFERENCE NUMBER: SADC/3/5/2/232

N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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

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

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

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

## ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

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## STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/232 - CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)

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

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

and, on the other hand,

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

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

NOW THEREFORE THE PARTIES hereby agree as follows:

### 1. Definitions

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

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

**Contract value** means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated *[insert the date]* for the project SADC/3/5/2/232 - CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)

and reflected as such in the Annex 2 of this contract.

**Individual Consultant** means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest **REFERENCE NUMBER: SADC/3/5/2/232: CONSULTANCY FOR DEVELOPMENT OF THE SADC MODEL NATIONAL TELECOMMUNICATIONS PLAN (NETP)**

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

## **2. The Services**

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

## **3. Payment**

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

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

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

## **4. Status of the Individual Consultant**

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

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

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

4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the

country(ies) of the assignment with the exception of the ones set out in paragraph 4.3 above.

## **5. Supervision of the Services**

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

## **6. Compliance with this contract**

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

## **7. Assignment and Subcontracting**

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

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

## **8. Breach of the Terms**

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



the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

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

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

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

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
- c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

9.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant's failure to perform its obligations under the contract.

9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation, or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which (s)he expresses a serious reservation.

## **10. Insurance**

10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance and third party liability insurance, is in place for all Services provided.

10.2 The cost of such insurances will be covered from reimbursable expenses of the contract.

10.3 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that

these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

- 10.4 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 10.5 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

## **11. Copyright**

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

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

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

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

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

### **13. Suspension or Termination**

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

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

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

### **14. No Waiver**

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

### **15. Variations**

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

### **16. Jurisdiction**

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

### **17. Governing law**

17.1 This contract shall be governed by, and shall be construed in accordance, with the Botswana law.

17.2 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably. In the event that, through negotiation, the parties fail to resolve a dispute arising from the

conclusion, interpretation, implementation or termination of this Contract, the Parties shall settle the dispute by arbitration.

17.3 The dispute shall be determined by a single arbitrator to be appointed by the Chairperson of the Botswana Law Society upon request by either Party.

17.4 The procedure of arbitration shall be fixed by the arbitrator who shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.

17.5 The decisions of the arbitrator shall be final and binding upon the parties. The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

### 18. Privileges and Immunities

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

### 19. Entire Agreement

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

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

The following Annexes are integral part of this Contract:

#### *Annex 1: 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 2: Payment Schedule and Requirements**

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

N o	Description <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 agreed schedule in line with the deliverables as follows:

Payments shall be related to reports and their approvals, as follows:

- a) 25% of the contract price shall be paid upon submission and approval of the Inception report;
- b) 30% of the contract price shall be paid upon submission and approval of the Second Draft Report on the SADC Model NETP;
- c) 45% of the contract price shall be paid upon submission and approval of the final report on the SADC Model NETP and validation workshop report.

**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.