

# REQUEST FOR EXPRESSION OF INTEREST



## SELECTION OF INDIVIDUAL CONSULTANT

**RECRUITMENT OF SHORT-TERM CONSULTANT FOR BASELINE SURVEY ON THINK TANKS IN THE FIELD OF PEACE AND SECURITY FOR THE DEVELOPMENT OF AN EXPERT DATABASE ENHANCING THE CAPABILITY AND EFFECTIVENESS OF SADC'S PEACE AND SECURITY ARCHITECTURE (ECEPSA)**

**REFERENCE NUMBER: SADC/3/5/2/373**

**21 January 2025**

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

**“Recruitment of Short-term Consultant For Baseline Survey on Think Tanks In the Field Of Peace and Security For The Development of an Expert Databasedevelopment of Security and Safety Policy and Procedures Enhancing the Capability and Effectiveness of SADC’S Peace and Security Architecture (ECEPSA) ”**

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\$ 17,400.00** (Ten Thousand United States Dollars only), 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. Proposals clearly marked “**Recruitment of Short-term Consultant for Baseline Survey on Think Tanks in the field of Peace and Security for the Development of an Expert Database development of Security and Safety Policy and Procedures Enhancing the Capability and Effectiveness of SADC’S Peace and Security Architecture (ECEPSA - Reference Number: SADC/3/5/2/373)**” should be submitted through the virtual tender box link: <https://collab.sadc.int/s/a89RDns3e4poY7c> by the deadline.
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **11 February 2025 at or before midnight local (Botswana) time.**
  - *Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours. ( Working hours is from 07:30am to 4:30pm)*
  - *Kindly drop your file on the link above as a zipped folder containing all your documents and label it your name. Note that there is no confirmation message for upload but the files will be uploaded once it shows “Uploaded Files”*
7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualifications and skills	20
General professional experience	20
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:

$$\text{Technical score} = \left( \frac{\text{final score of the technical offer in question}}{\text{final score of the best technical offer}} \right) \times 100$$

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 reimbursable 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:

$$\text{Financial score} = \left( \frac{\text{lowest total fees}}{\text{total fees of the tender being considered}} \right) \times 100.$$

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 in United States Dollars (USD) and inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

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

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

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

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6,7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

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

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

Your Expression of Interest should be valid for a period of **120 days** from the date of deadline for submission indicated in Paragraph 6 above.

9. The assignment is expected to commence from the date of the last 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: Mr Thomas Chabwera

Telephone: **3951863**

Fax: **3972848**

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

Copy to [dtimbo@sadc.int](mailto:dtimbo@sadc.int) ; [kchirambo@sadc.int](mailto:kchirambo@sadc.int)

The closing date for receipt of requests for clarification shall be **31 January 2025 at 12.00 noon local time Botswana.**

The closing date for responding to requests for information and clarification shall be **5 February 2025 at midnight local time Botswana.**

All questions received as well as the answer(s) to them 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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**Mr Thomas Chabwera**  
**Head of Procurement Unit**

## ANNEX 1: TERMS OF REFERENCE



**(Global Price)**

**RECRUITMENT OF SHORT-TERM CONSULTANT:  
BASELINE SURVEY ON THINK TANKS IN THE FIELD OF  
PEACE AND SECURITY FOR THE DEVELOPMENT OF AN EXPERT  
DATABASE: ENHANCING THE CAPABILITY AND  
EFFECTIVENESS OF SADC'S PEACE AND SECURITY  
ARCHITECTURE (ECEPSA)**

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## **1.0. 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. Country 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 and Zimbabwe. Established in 1992, SADC is committed to Regional Integration and poverty eradication within Southern Africa through economic development and ensuring peace and security.

Peace and security are primary objectives of the Southern African Development Community (SADC). To this end, the SADC Regional Indicative Strategic Development Plan 2020-2030 (RISDP) and Vision 2050 emphasize peace, security, democracy and good governance as primary enablers for the region's integration and development.

### **1.4. Current situation in the sector**

Historically, SADC's peace and security objectives have been supported by institutional frameworks and policies including the Protocol on Politics, Defence and Security Cooperation (2001) - which formalised the establishment of the SADC Organ on Politics, Defence and Security Cooperation, first mooted in 1996<sup>1</sup>. The Strategic Indicative Plan for the Organ' (SIPO) was initiated in 2004 to consolidate regional peace and security strategies ranged at supporting the implementation of the Protocol and foster co-operation between SADC Member States in critical areas such as conflict prevention, defence and security, peacekeeping, and peacebuilding. Key areas of cooperation included anti-terrorism; crime/small arms trafficking; protecting strategic infrastructure; combating livestock theft; wildlife; migration, refugees; gender-based violence (GBV); maritime security; and joint border controls among others. SIPO II was adopted by the SADC Summit in 2010 and launched at a multi-stakeholder conference in Arusha, Tanzania in 2012. SIPO II expanded areas of cooperation to include the promotion of democracy, universal human rights and conflict prevention, among others, and focuses on five sectors: politics, defence, state security, public security and police.

Despite some notable and successful interventions under SIPO I and II and associated policies and institutions in recent years, SADC Member States continue to face complex peace and security challenges. Through multi-sectoral programming, many complementary interventions have been implemented over the years that have gone a long way to contributing to the relative peace experienced by the region.

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<sup>1</sup> The SADC Organ on Politics, Defence and Security Cooperation was established in 1996 as an institutional framework to Coordinate policies and activities on politics, defence and security. It operates a Troika system where Heads of State and Government are elected annually to deal with issues of peace and security in SADC.



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

This project is based a cooperation agreement between SADC and the European Union

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

### **2.1. Overall objective**

The overall objective of the project of which this contract will be a part is as follows:

The assignment seeks to strengthen SADC's Mechanism for Engagement with Non- State Actors in Line with Treaty Provisions (Article 5 (2), 16A and 23), guided by the following objectives:

- i. To collect reliable data on Think Tanks performing research and capacity building on peace and security; and democracy and governance, as they relate to socio-economics, military, transnational organised crime, migration; radicalisation/de-radicalisation, violent extremism; counter terrorism;
- ii. To develop a database (contact details, profile) of each of the Institutions;
- iii. To provide recommendations on engagement modalities.

### **2.2. Purpose (Specific Objective)**

The purposes of this contract are as follows:

- i. Identify Think Tanks in the region in the area of peace and security;
- ii. Developing a typology of Think Tanks (i.e. disaggregating University-based Think Tanks, Independent Think Tanks, etc);
- iii. Determine whether the identified Think Tanks are regional or national in character (regional being institutions with satellite offices in at least 4 countries in SADC; or with a footprint extending across 50% or 100% of the geographical area defined by the Member States of SADC);
- iv. Develop a database on profiles of the organisations, including policy and research outputs produced; capacity building and outreach initiatives, among others;
- v. Present the draft baseline and database to the Secretariat for validation;
- vi. Recommend ways of operationalizing strategic engagements with Think Tanks in the area of peace and security; democracy and governance.

For each institution and initiative, the analysis should identify:

- i) Area of focus
- ii) Location
- iii) where the entity is active
- iv) which people are involved in the entity
- v) partnerships, including partnerships with government/s
- vi) Funding relationships
- vii) Types of research, capacity building, advocacy work etc.

## **3.0. RISK AND ASSUMPTIONS**

The project works on the basis of the following **assumptions**:

- i) That the respondents will agree to participate in the study and to be placed on a data base.
- ii) That the respondents will enable access to relevant documents and key informants without hinderance or with minimal restrictions.
- iii) That the region has a reasonable plethora of institutions capable of providing the requisite technical support and benefitting from the long-term strategic partnership with the Secretariat.
- iv) That the targeted organisations have their own independent, sustainable means of supporting regional activities and will be able to engage in long term strategic interventions.

### 3.1 Risks

Risk	Level (L/M/H)	Mitigation Measure
i) Not all organisations may be open to providing strategic documents for the purposes of the study.	L	Project to provide full information on the benefits of participating in the exercise, including potential accreditation to participate in None State Actors Platforms held by the Secretariat.
ii) Some organisations might not have the capacity to contribute to the long-term goals of the ECESPA project despite presenting a regional profile.	L	Establish a criteria and minimum thresholds for organisations to meet in order to determine capabilities to sustain long term actions.
iii) High staff turn-overs in research institutions may undermine long term strategic imperatives of the project, particularly in terms of sustainable capacity to provide technical support to regional initiatives in the long term	M	Research instruments to include sustainability plans to ensure that challenges and mitigation measures are factored into collaborative interventions with the Secretariat

## 4.0. SCOPE OF THE WORK

### 4.1. General

#### 4.2. Project description

SADC currently implements a four (4)-year EU supported programme on peace and security in the SADC region termed: *Enhancing the Capability and Effectiveness of SADC's Peace and Security Architecture (ECEPSA)*. The overall objective of the Action is to promote peace, security, stability and democracy as foundations for regional integration and development in line with the provisions of the RISDP, 2020-2030 and SADC's Vision 2050. The Action encapsulates the Priority Projects approved by the SADC Council of Ministers in March 2023 under the Foundational Pillar: Peace, security and good governance, namely.

- i. SADC rapid deployment for conflict prevention.
- ii. Border security, democracy and inclusive governance.
- iii. Conflict resilience within SADC.
- iv. Improved capacity of the SADC Standby Force; and

v. Strengthening of Structures of Defence, Peace and Security Cooperation

The specific objective of ECESPA is to:

- i. Enhance the Effectiveness of SADC Peace and Security Architecture to enable early response and action; and
- ii. Enhance the capacity of Non-State Actors (NSAs) in Conflict tracking and early response.

The ECEPSA programme builds on previous SADC-EU peace and security actions/programmes (10<sup>th</sup> and 11<sup>th</sup> European Development Fund programmes) and aims to strengthen the involvement of NSAs in SADC's development and integration agenda, following the adoption of the NSA Mechanism by SADC Council of Ministers in 2022. The mechanism defines NSAs within the framework of Articles 16A and 23 of the SADC Treaty as an entity that is not part of any state or public institution. NSAs include not-for profit, non-governmental institutions, covering a wide range of formal and informal organizations from development NGOs and *Think Tanks*<sup>1</sup> to trade unions, foundations, faith-based organizations, disabled persons organizations, community- based organizations, media (independent and non-profit), and business associations.

This particular action intends to focus on *Think Tanks*, defined as Organisations that perform research and advocacy concerning topics such as Democracy and governance; peace and security as it relates to economics, military, transnational organised crime, migration.

The purpose of this *proposed scoping exercise* is to identify strategic institutions that would have the potential to provide research and other technical support to the Organ as well as benefit from strategic interventions of the Organ.

In line with the SADC Treaty, Vision 2050, RISDP 2020-2030 and other key SADC Protocols, the importance of Think Tanks is recognised in the implementation of SADC's regional integration agenda.

The ECEPSA Programme aligns reporting and monitoring to the SADC Policy, Strategy Development, Planning, Monitoring and Evaluation, which highlights the importance of baseline surveys at the onset of various SADC interventions, in order to support evidence-based programming and monitoring.

The survey will map the varied nature of Think Tanks and the type of research and technical capacities they possess which align to strategic areas of interest of the Organ. The action aims to also identify ways of meaningful engagement with the said Think Tanks as guided by the Protocol on Politics Defence and Security Cooperation. The assignment thus focuses on the development of a Database and Baseline of Think Tanks in the SADC region, particularly focusing on peace and security, including governance and democracy building.

**4.1.2. Geographical area to be covered.**

SADC region

**4.1.3. Target groups**

Research Institutions (Think Tanks)

## 4.2. Specific work

The consultancy will involve, but not limited to:

- A desk review of literature on Think Tanks in the area of peace and security; democracy and governance, taking into consideration the SADC Mechanism for Engagement with Non- State Actors;
- Online survey and targeted key informant interviews where relevant.
- Facilitating and rapporteuring at a validation workshop, convened by the SADC Secretariat, to validate the draft baseline and database, and submission of the Validation Report (highlighting inputs/comments.
- Finalising and submitting the Baseline and Database on Think Tanks on peace and security; democracy and governance in the SADC region, following inputs from the validation workshop.

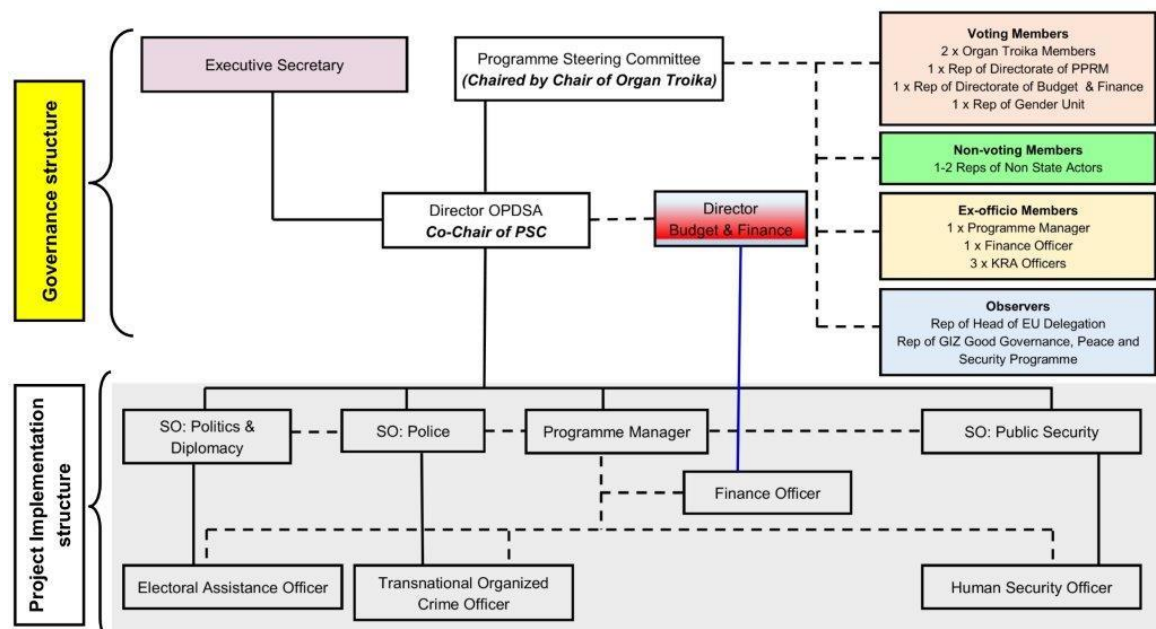
## 4.3. Project management

### 4.3.1. Responsible body

The Consultants shall report to and perform the assigned tasks under the guidance and direct supervision of the ECEPSA Programme Manager. A small technical committee will be constituted but communication will be channelled through the Programme Manager.

### 4.3.2. Management structure

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

For all experts working on the project SADC Secretariat, as the Contracting Authority, will facilitate residence and work permit, as well as residence permits for the immediate family members if required.

## **5.0. LOGISTICS AND TIMING**

### **5.1. Location**

Gaborone, Botswana

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

The intended start date is January 2025 and the period of implementation of the contract will be three (3) calendar months from this date. Please see Article 3 of the specific contract for the actual start date and period of implementation.

## **6.0. 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**

The assignment is for a consultant with expertise in the areas of peace studies, democracy and governance, with proven competencies in Research; strategic planning; monitoring, evaluation and reporting. The consultant should possess demonstrable knowledge of key governance, peace and security issues in the region in particularly around stakeholders and partners and more specifically on issues related to conflict prevention, transnational organised crime (including Cyber-crime), human security, counter terrorism.

#### **Key expert:**

##### **Qualifications and skills**

- Postgraduate degree in Development Studies, Political Science, Security Studies, Communication Science or any related Social Science discipline.
- Excellent report writing and workshop facilitation skills;
- Fluency in spoken and written English. Knowledge of Portuguese and French will be an added advantage.
- MS Office computer package proficiency.

##### **General professional experience**

At least ten years' progressive professional experience in the fields of democracy and governance, peace and security and proven track record in research and documentation in the social science discipline in regional projects.

##### **Specific professional experience**

- Strong appreciation of and competence in qualitative and quantitative research methods;
- Experience in conducting both qualitative and quantitative data collection and analysis;
- Traceable experience in monitoring, evaluation and reporting; and social research;
- Ability to interpret statistics and provide analyses in appropriate formats for use by the various agencies in Member States;

- Be a citizen of the SADC region with experience of working in the region.

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

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

The contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

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

#### **6.2. Office accommodation**

The Contractor will be responsible for the provision of its own office accommodation.

#### **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**

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the contractor as part of its price. Its use is governed by the provisions in the special and general conditions of the Framework Contract. It covers:

Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken are part of this contract.

#### **6.6. Expenditure verification**

No expenditure verification report is required.

### **7.0. REPORTS**

#### **7.1. Reporting requirements**

Progress reports must be prepared every month or as may be agreed with the Programme Manager, during the period of implementation of the tasks. There must be a final report, a final invoice at the end of the period of implementation of the tasks. The draft final report must be submitted at least 12 days before the end of the period of implementation of the tasks.

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

The assignment is expected to be completed in 20 working days spread over a period not exceeding three (3) calendar months.

<b>Deliverable</b>	<b>Timeframe (# of days)</b>
Final inception report detailing the methodology/ conceptual framework to be employed. This will be finalised based on inputs from the inception meeting to be held with the SADC Secretariat	3 (from day of contract signature)
Research & drafting of the Draft Report on Baseline and Database on Think Tanks in the governance, peace and security thematic area in the SADC region	12
Documentation for Validation Workshop (preparations for virtual regional workshop)	1
Workshop presentations, facilitation and rapporteurship (workshop to be convened by SADC Secretariat)	1
Final SADC Baseline and Database Report on Think Tanks on governance, peace and security in the SADC region	3
<b>Total</b>	<b>20</b>

## **7.2. Submission & approval of reports**

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

All Draft Reports, survey tools and instruments must be submitted to the Programme Manager based on an agreed workplan for approval before finalisation.

## **8. MONITORING AND EVALUATION**

### **8.1. Definition of indicators**

Baseline Indicators to be used will be based on the existing content of the ECESPA Logical Framework and M and E Plan which will be availed as appropriate by the Programme Manager.

### **8.2. Special requirements**

N/A

## **9. BUDGET**

The total budget available for this consultancy is **US\$17,400.00**.

The payment schedule will be as follows:

- i. **30% of the contract value** upon submission of Final Inception Report, detailing the methodology or conceptual framework to be employed, acceptable to the Procuring Entity.

- ii. **20% of the contract value** upon submission of the **Draft Report** on Baseline and Database on Think Tanks in the governance, peace and security thematic area in the SADC region, acceptable to the Procuring Entity; and
- iii. **50% of the contract value** upon submission of **Final Report on** Baseline and Database on Think Tanks in the governance, peace and security thematic area in the SADC region, acceptable to the Procuring Entity.

The application should include a detailed budget.



**ANNEX 2: Expression of Interest Forms**

A. COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT ..... 18

B. CURRICULUM VITAE ..... 20

C. FINANCIAL PROPOSAL ..... 24

COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT  
**Recruitment of Short-term Consultant: BASELINE SURVEY ON THINK TANKS IN THE  
FIELD OF PEACE AND SECURITY FOR THE DEVELOPMENT OF AN EXPERT  
DATABASE: ENHANCING THE CAPABILITY AND EFFECTIVENESS OF SADC’S  
PEACE AND SECURITY ARCHITECTURE (ECEPSA)**

**REFERENCE NUMBER: SADC/3/5/2/373**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the Recruitment of Short-term Consultant: Baseline Survey On Think Tanks In The Field Of Peace And Security For The Development Of An Expert Database: Enhancing The Capability And Effectiveness Of SADC’S Peace And Security Architecture (ECEPSA) , in accordance with your Request for Expression of Interests number **SADC/3/5/2/373**, dated **21 January 2025** for the sum of USD .....[..... dollars<sup>1</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

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

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

- a) *they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure 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.*

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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 6 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]*

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

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

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

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

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

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

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

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

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

**16. Specific experience in the region:**

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

**17. Professional experience:**

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

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

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

***[insert the details]***

**19. Statement:**

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

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 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 14 above, to obtain directly reference about my professional conduct and achievements.

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

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

**Recruitment of Short-term Consultant: BASELINE SURVEY ON THINK TANKS IN THE FIELD OF PEACE AND SECURITY FOR THE DEVELOPMENT OF AN EXPERT DATABASE: ENHANCING THE CAPABILITY AND EFFECTIVENESS OF SADC'S PEACE AND SECURITY ARCHITECTURE (ECEPSA) - REFERENCE NUMBER: SADC/3/5/2/373.**

N°	Description <sup>1</sup>	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

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

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

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



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

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## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

**RECRUITMENT OF SHORT-TERM CONSULTANT: BASELINE SURVEY ON THINK TANKS IN THE FIELD OF PEACE AND SECURITY FOR THE DEVELOPMENT OF AN EXPERT DATABASE: ENHANCING THE CAPABILITY AND EFFECTIVENESS OF SADC’S PEACE AND SECURITY ARCHITECTURE (ECEPSA) - REFERENCE NUMBER: SADC/3/5/2/373.** This Contract (“Contract”) is made, between

The **SADC Secretariat**, having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter referred to as the “Procuring Entity”),

and, on the other hand,

(.....); (hereinafter referred to as the “Individual Consultant”), with residence at , with email contact: ; Tel: Passport Number issued on by the Government of...

**WHEREAS**, the Procuring Entity wishes to have the Individual Consultant perform the Services hereinafter referred to as; Consultancy to develop methodological guidelines for computation of informal cross border trade statistics (ICBTS) in SADC Region,

**AND WHEREAS** the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and 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 **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.
- 1.2 **Contract Value** means the total price of the Financial Proposal included in the Individual Consultant’s quotation dated (.....) for the project “Recruitment of Short-term Consultant: Baseline Survey on Think Tanks In The Field Of Peace and Security for the Development of an Expert Database: Enhancing the Capability and Effectiveness of SADC’S Peace and Security Architecture (ECEPSA) - Reference Number: SADC/3/5/2/373” and reflected as such in Annex 2 of this Contract.
- 1.3 **Data Subject** means a natural person (i.e., an individual) who can be identified, directly or indirectly, by reference to Personal Data.

- 1.4 **Individual Consultant** means ..., the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest for Recruitment of Short-term Consultant: Baseline Survey on Think Tanks In The Field of Peace and Security for The Development of an Expert Database: Enhancing the Capability and Effectiveness of SADC'S Peace and Security Architecture (ECEPSA) - **Reference Number: SADC/3/5/2/373**"
- 1.5 **Personal Data** means any information relating to an identified or identifiable living natural person. This may include an identifier such as a name or audio-visual materials, an identification number, location data or an online identifier; it may also mean information that is linked specifically to the physical, physiological, genetic, mental, economic, cultural, or social identity of a Data Subject. The term also includes data identifying or capable of identifying human remains.
- 1.6 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.
- 1.7 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to her in this Contract and her details are as follows:

Dr. Kondwani Chirambo  
Coordinator – Support to Peace and Security in the SADC region  
Directorate of the Organ on Politics, Defence and Security Affairs  
Southern African Development Community (SADC)  
Plot 54385 New CBD.  
Private Bag 0095 Gaborone,  
BOTSWANA.  
Telephone: +267 364 1957/ +267 395 1059  
Email: [kchirambo@sadc.int](mailto:kchirambo@sadc.int)

- 1.8 **Services** means the Services to be performed by the Individual Consultant in this Contract.

## 2. THE SERVICES

The Individual Consultant shall 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. EFFECTIVE DATE AND DURATION

- 3.1 This Contract shall enter into force on the date of its last signature by either of the Parties.

3.2 The duration of the Contract shall be 20 working days spread over a period not exceeding three (3) calendar months..

#### **4. PAYMENT**

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

4.2 The Individual Consultant shall be paid a total amount of **US\$..... (State Dollars only)**, fixed cost, in accordance with the provisions of Annex 2 to this Contract.

4.3 Payment shall be made to the Individual Consultant in US dollars unless otherwise provided for under this Contract.

4.4 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to the 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 1 and 2 to this Contract.

4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the Services provided were delivered and accepted by the Procuring Entity.

#### **5. STATUS OF THE INDIVIDUAL CONSULTANT**

5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.

5.2 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.

#### **6. SUPERVISION OF THE SERVICES**

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

## **7. COMPLIANCE WITH THIS CONTRACT**

The Procuring Entity shall 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. The Procuring Entity may also request the provision of reasonable documentary evidence to support this.

## **8. ASSIGNMENT AND SUBCONTRACTING**

8.1 The Individual Consultant shall under no circumstances sub-contract, 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, he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.

8.2 When the Project Director agrees that the activities under the Contract may 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 shall not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

## **9. BREACH OF THE TERMS**

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

## **10. LIABILITY OF THE INDIVIDUAL CONSULTANT**

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

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

## **11. INSURANCE**

- 11.1 The Individual Consultant shall ensure that full and appropriate professional indemnity insurance and third-party liability insurance, is in place for all Services provided.
- 11.2 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

- 11.3 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 the Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this Contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 11.4 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this Contract.

## **12. COPYRIGHT**

- 12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this Contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.
- 12.2 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 clause 12.1 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.
- 12.3 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 clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

## **13. LIABILITY FOR PERSONAL DATA BREACH**

- 13.1 The Individual Consultant shall indemnify or hold harmless, the Procuring Entity, from and against all loss, costs, harm, claims, fines, group actions, liabilities, damages, expenses (including legal fees) suffered or incurred by the Procuring Entity or for which the Procuring Entity may become liable due to any failure by the Individual Consultant to lawfully process Personal Data under the Contract.
- 13.2 The aggregate liability of the Contractor in respect of the indemnity set out in Paragraph 13.1 above shall in no event exceed the total Contract Price.
- 13.3 The Contractor shall adhere to data protection requirements as set in this Contract.

#### **13.3.1 Processing of Personal Data**

1. References to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Individual Consultant pursuant to or under the Contract.
2. The Individual Consultant shall:
  - (a) process Personal Data provided by the Procuring Entity for fulfilling specific obligations and instructions from the Procuring Entity as set out in the Contract;
  - (b) comply with all Applicable Data Protection Laws when Processing Personal Data.
  - (c) not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; and
  - (d) keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and ensure that any of its personnel, agent, or sub-contractor who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality.

#### **13.3.2 Data Subject Rights**

1. The Individual Consultant shall assist the Procuring Entity by implementing appropriate technical and organizational measures for the fulfilment of the Procuring Entity's obligations to respond to requests by Data Subjects in respect of Personal Data.
2. The Contractor shall:



- (a) promptly notify the Procuring Entity if it receives a request from a Data Subject in respect of the Personal Data;
- (b) ensure that it does not respond to any request except on the documented instructions of the Procuring Entity.
- (c) promptly notify the Procuring Entity if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and
- (d) promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.

### **13.3.3 Transfer of Personal Data**

1. The Individual Consultant shall not transfer or authorize the transfer of Personal Data outside the country of the Procuring Entity without prior written authorisation of the Procuring Entity.
2. Subject to Clause 13.3.3.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Procuring Entity, the Individual Consultant as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.
3. The Individual Consultant shall ensure the following before transferring Personal Data:
  - (a) the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws; the party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of protection; processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Procuring Entity;
  - (b) and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

### **13.3.4 Information Security**

- 13.3.4.1 The Procuring Entity must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law.

13.3.4.2 The Individual Consultant undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Procuring Entity.

13.3.4.3 The Individual Consultant must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes.

### 13.3.5 **Personal Data Breach**

13.3.5.1 The Individual Consultant must immediately notify the Procuring Entity of any security compromise or data breach which involves Personal Data.

13.3.5.2 The Personal Data breach notification from the Individual Consultant must provide sufficient information to allow the Procuring Entity to meet any obligations or to report or inform the affected Data Subjects.

13.3.5.3 The notification must provide the following information: a description of the nature of the data breach; a list of Data Subjects affected; and the security measures implemented or to be implemented to address the data breach. The Individual Consultant shall cooperate with the Procuring Entity and take reasonable steps as directed by the Procuring Entity to assist the investigation, mitigation, and remediation of such Personal Data breach.

### 13.3.6 **Records**

13.3.6.1 The Individual Consultant shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract.

13.3.6.2 The records maintained by the Individual Consultant shall contain the following information: the name and contact details of the Procuring Entity's representative or the Data Protection Officer, if any; the categories of Data Processing carried out on behalf of the Procuring Entity; where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and a general description of the security measures implemented by the Individual Consultant.

### 13.3.7 **Sub-Processing**

The Individual Consultant shall ensure that any Sub-Contractors processing Personal Data shall do so lawfully and in line with this Clause, where applicable.

### 13.3.8 **Deletion or Return of Personal Data**

- 13.3.8.1 Upon the expiration of the Contract, or termination of the Contract, the Individual Consultant shall immediately cease processing Personal Data under its possession or control.
- 13.3.8.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Individual Consultant shall, at the written direction of the Procuring Entity, securely return or delete Personal Data including any copies of it.
- 13.3.8.3 The Individual Consultant shall provide the Procuring Entity with written certification that it has fully complied with the provisions of this Clause.
- 13.3.8.4 If the Individual Consultant is required by law to retain the Personal Data, the Individual Consultant shall advise the Procuring Entity accordingly.

## **14 SUSPENSION OR TERMINATION**

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

## **15 NO WAIVER**

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

## **16 VARIATIONS**

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

## **17 GOVERNING LAW**

This Contract shall be governed by and shall be construed in accordance with Botswana laws.

## **18 SETTLEMENT OF DISPUTES**

- 18.1 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.
- 18.2 In the event that, through negotiation, the Parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of this Agreement, the Parties shall settle the dispute by arbitration.
- 18.3 The arbitral tribunal shall consist of three arbitrators. Each Party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within fifteen (15) days of receipt of the request for arbitration either Party has not appointed an arbitrator, or within seven (7) days of the appointment of the arbitrators the third arbitrator has not been appointed, either Party may request an appointing authority agreed by the Parties to appoint an arbitrator.
- 18.4 If no appointing authority has been agreed upon by the Parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within thirty (30) days of the receipt of a Party's request therefor, either Party may request the Chairperson of the Law Society of Botswana, to appoint the third arbitrator.
- 18.5 The appointing authority shall, at the request of one of the Parties, appoint the sole arbitrator as promptly as possible.
- 18.6 The procedure of arbitration shall be fixed by the arbitral tribunal, which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 18.7 The decisions of the arbitral tribunal shall be final and binding upon the Parties.

18.8 The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

## 19. PRIVILEGES AND IMMUNITIES

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

## 20. 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:**

**Annex 1: Terms of Reference**

**Annex 2: Payment Schedule and Requirements**

Signed in the English language by:

For the Procuring Entity		For the Individual Consultant	
<b>Name</b>	<b>Dr Judith Kateera</b>	<b>Name</b>	
<b>Position</b>	<b>Deputy Executive Secretary- Corporate Affairs</b>		
<b>Place</b>	<b>Gaborone</b>	<b>Place</b>	
<b>Date</b>		<b>Date</b>	
<b>Signature</b>		<b>Signature</b>	

## Annex 2: Payment Schedule and Requirements

3. 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 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.

4. The breakdown of prices is:

N°	Description <sup>1</sup>	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

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

- i. 30% of the contract value upon submission of Final Inception Report, detailing the methodology or conceptual framework to be employed, acceptable to the Procuring Entity.
- ii. 20% of the contract value upon submission of the Draft Report on Baseline and Database on Think Tanks in the governance, peace and security thematic area in the SADC region, acceptable to the Procuring Entity; and.
- iii. 50% of the contract value upon submission of Final Report on Baseline and Database on Think Tanks in the governance, peace and security thematic area in the SADC region, acceptable to the Procuring Entity.

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

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<sup>i</sup> "Think Tank" means an organization that performs research and advocacy concerning topics such as social policy, political strategy, democracy and governance, state and human security, economics, military, technology, and culture.