



REQUEST FOR EXPRESSION OF INTEREST

SELECTION OF INDIVIDUAL CONSULTANT

**SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR
FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE
OUTLOOK FORUM (SARCOF-26)**

REFERENCE NUMBER: SADC/3/5/2/240

15th JUNE 2022



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

“SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)”

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\$7,200.00 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/3/5/2/240 - SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)**” to the email address below:
sarcof26@sadc.int
6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is **6 July 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
Total	100

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: pchifani@sadc.int and tenders@sadc.int

Copy to tchabwera@sadc.int and mrabemananjara@sadc.int

The closing date for receipt of requests for information and clarification shall be: **26th June 2022 at midnight local Botswana time**

The Closing date for responding to requests for information and clarification shall be: **29th June 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.



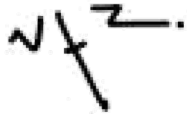
ANNEXES:

ANNEX 1: Terms of Reference

ANNEX 2: Expression of Interest Forms

ANNEX 3: Standard Contract for Individual Consultants

Sincerely,



Purpose Chifani
Acting Procurement Head of Unit

ANNEX 1: TERMS OF REFERENCE



(Global Price)

SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR
FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE
OUTLOOK FORUM (SARCOF-26)

SADC/3/5/2/240

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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 (REC) comprising 16 Member States, namely: Angola, Botswana, Comoros, Democratic Republic of Congo (DRC), 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, as well as ensuring peace and security.

Article 14 of the SADC Treaty establishes the SADC Secretariat as the principal executive institution of SADC. The Secretariat performs its mandate and functions within the policy, strategic and programme provisions outlined in the Regional Indicative Strategic Development Plan (RISDP) and the Strategic Indicative Plan for the Organ (SIPO).

The Regional Infrastructure Development Master Plan (RIDMP), the SADC Regional Agricultural Policy (RAP), the Industrialisation Strategy and the Roadmap, among others, are complementary guiding frameworks for achieving the regional integration agenda. SADC has also developed various Protocols for domestication and implementation by Member States. In this regard the protocol on Transportation, Communication and Meteorology, is an important tool of integration in the field of infrastructure, technology and climate change.

The Secretariat has considerably grown in the past few years, with more staff, higher budgets and numbers of implemented projects, which places a huge strain on the Secretariat systems that needs to keep up with the pace of growth and expansion.

The Secretariat Projects Portfolio has more than twenty (20) projects and programmes worth USD 170 million for the next five years. The Institutional Capacity Development Project (EU funded, 10th EDF) made some achievements of a change management nature, including development of policies,

systems and procedures. However, there is a need to ensure more focused Executive-led change initiatives aimed at strengthening SADC Secretariat Organisational identity. This is to ensure that the organisation is operating as one entity with a common shared Vision; Mission and organisational Culture.

SADC Secretariat has recorded some remarkable achievements since its transformation. Progress areas such as Strategy Development/planning reform, Organisational structures to support the revised RISDP and Programme/Project Management have been made.

In meteorology unity, the Southern Africa Regional Climate Outlook Forum (SARCOF) is a routinely activity usually conducted in August every year. Last year, the sector through its Climate Service Centre (CSC) organised the 25th. This forum recommend the Secretariat to organize a mid-term forum aiming at reviewing and updating the SARCOF-25 seasonal forecast produced in August. To add to this, another recommendation requested for an extension of the seasonal forecast to cover April and May, a measure considered crucial in supporting the management of Hydrographic Basins and Dams, which usually record the peak of the water flow latterly and departed from the main rainfall season (October-March). Both meeting were sponsored by the Intra-ACP Climate Services and related Application Programme, known as **ClimSA**, which is funded by the European Union under 11th EDF (European Development Fund), with the objective of strengthening the climate services value chain through the building of capacity of decision makers at all levels to make effective the use of climate information and services.

This year (2022), over the last two weeks of the month of August, the SADC Secretariat through its Climate Services Centre is convening the **SARCOF-26**, which will also be sponsored by **ClimSA**. As usually, it will be preceded by a Climate Experts Meeting, which is intended to prepare the seasonal forecast for the region and the whole Member States, followed by the **main forum**, which will last for two days. Both meetings will be virtual and organized as follows:

- SADC Climate Experts Meeting:
 - Part I: Introduction of tools, preparation of Climate Data and review of 2021/22 Season: 15-17 August 2022;
 - Part II: Training and Generating a 2022/23 Seasonal Forecast: 24 – 28 August 2022;
- SADC Climate Users Platform Forum: 29-30 August 2022; and
- SARCOF-26 dissemination: 31 August 2022.

This tender aims at contracting a FACILITATOR who will be responsible for preparing the SARCOF material, the forecasts and reporting of all the process. The main outcome expected from the forum is the publication of a Climate Statement, and Early Warning Bulletin. He/She will also share with the Member States the scientific procedures towards the production of an efficient forecast for each, and for the region as a whole. He/She is expected to utilize the best available techniques and strategies currently available.

Basically, the Facilitator will guide the Climate Expert Meeting on the procedures, statistics or methods needed to acquire the best outcomes for the Member States and the Region. In the forum he/she is expected to lead the debates and advise on solution of the problems faced by the Member States in Meteorology Sector.

1.4 Current situation in the Sector

The SADC region is known to be susceptible to volatile weather. This condition imposes innumerable risks in the development of industrial activities, such as agriculture, power generation and infrastructure, jeopardising the socioeconomic security within the region. The development of the meteorology sector and its associated climate services is one of the components to support decision-makers to take adequate actions towards weather informed and resilient economy to face the adverse conditions imposed by Climate Change.

It has been within this context that SADC recognized the importance of this sector and hence the approval of the Protocol on Transport, Communications and Meteorology in 1996, which outlines the policies on transportations, communications and Meteorology. This document underlines the procedures and processes to improve the meteorology sector in the region.

Currently, the harmonisation of the strategies is ongoing and the major challenge consists in improving the poor observational network and the establishment of National Climate Information Services, capable of responding to the needs of Climate Information and Services at National, regional and global levels, allowing for the availability of inputs in all sectors including applications in modeling. The final goal of these services is to enhance the resilience of all the Member States to the effect of

Climate Change. In fact, the objective of the SARCOF process is to come up with outstanding products to help the sectors and decision-makers to handle the Climate Change impacts.

1.5 Related programmes and other donor activities

The SARCOF this year is sponsored by the ClimSA Programme, under the 11th EUM funding.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The objective of SARCOF-26 meetings is to forecast the rainfall season (Summer 2022/23), which spans the period from October 2022 to March 2023 within Southern Africa. The results are used the Member States on planning of the economic activities within the region. They help to improve the contribution of all the National Meteorological and Hydrological Services (NMHS) to the early warning and disaster preparedness. They also inform for the better management of hydro-graphical basin and power dams. The meeting usually involves Climate Experts from NMHSs of all SADC countries. Relevant partners such as the WMO, AU, EU and other organisations will be invited.

2.2 Specific Objectives (Purpose)

- To review and verify the OND2021; JFM2022, MAM2022 seasonal climate forecasts made in August 2021 and January 2022 for the whole SADC region, respectively;
- To downscale the global climate output to regional;
- To discuss the status of global climate drivers and their likely impacts on the climate sensitive sectors within SADC region;
- Forecast for the OND2022 and JFM2023 rainfall season; and
- Support all SADC MSs on production of their individual forecasts (countries forecasts).

2.3 Results to be achieved by the contractor

- Produce all the material necessary to carry out the SARCOF process;

- Provide required training to the SADC Climate Experts during the period of the workshop;
- Assume overall facilitation and coordination of the SADC Climate Expert Meeting;
- Regional Climate outlook from the SARCOF-26 (OND2021 and JFM2022 reviewed);
- Regional seasonal climate outlook for the overlapping OND2022, JFM2023 generated;
- Advisory and early warning bulletin generated and disseminated; and
- Produce a SARCOF proceedings report.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

It is assumed that the consultant would be procured within the reasonable time-frame and activities implemented within the schedule provided of 31 calendar days spread over one month.

3.2 Risks

The nature of the assignment presents negligible risks associated with the consultancy. Some of the foreseen risks are the following:

Possible risks	Risk Level (L/ M/ H)	Mitigation Measures
1. Failure of facilitator to arrive to the venue in time	Low	Consultant to travel to the selected country in due time
2. Bad connectivity between the venue and the Member States	Low	All Member states to ensure good connectivity with venue

4. SCOPE OF THE WORK

4.1 General

4.1.1 Project description and Specific work

SADC CSC is the specialised SADC regional climate institution that carries its mandate through development, generation, and dissemination of hydro-meteorological products. These products make valuable contribution to the safety and well-being of the people and communities in the SADC region and support key socio-economic sectors, including agriculture, energy, water resources, and health,

among others. The products are also crucial for increasing resilience and adaptation to climate variability and change in the SADC region that is prone to a wide range of hydro-meteorological hazards such as flash floods, heatwaves, tropical cyclones, and droughts.

The SADC Secretariat has been convening the SARCOF meetings and review over the past 25 years. In August 2021, the Secretariat through SADC CSC convened the SARCOF-25 virtually under the theme: **“Impact of warming ocean on our climate”**. One of the recommendations of the stakeholders in August 2021, is to continue to conduct the regional seasonal forecasts to help decision-makers within the region on planning the rainfall season, and on operationalization of the Early Warning System. The theme for 2022 is still to be prepared.

4.1.2 Geographical area to be covered

The outlook proposed in this ToR is beneficial to all the SADC 16 countries, namely Angola, Botswana, Comoros, DRC, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, Tanzania, Zambia and Zimbabwe. The Facilitator will guide all the Climate Experts in the forecast of each Member State, including in the formulation of the Consensus for the region. **He will also carry out an independent regional forecast for the whole region to be utilised during the discussions (comparative analysis).**

4.1.3 Target groups

The target groups and beneficiaries of the services to be provided through this contract are the Member States (National Hydrological Meteorological Services Staff), whose mission is to convey meteorological information to all the sectors of the economies for better planning and decisions making.

4.2 Specific Work

The work will be carried out in physically during SARCOF-26 meeting. The consultant is expected to facilitate both the SADC Climate Experts Meeting, the SADC Climate Users Platform Forum and assist SADC CSC of dissemination of the Climate Statement, and Early Warning Bulletin. He/She will guide on consensus building and reporting of all the stages of the process.

4.2.1 Results to be achieved by the contractor

- Produce all the material necessary to carry out the SARCOF process;
- Provide required training to the SADC Climate Experts during the period of the workshop;
- Assume overall facilitation and coordination of the SADC Climate Expert Meeting;
- Regional Climate outlook from the SARCOF-26 (OND2021 and JFM2022 reviewed);
- Regional seasonal climate outlook for the overlapping OND2022, JFM2023 generated;
- Advisory and early warning bulletin generated and disseminated; and
- Produce a SARCOF proceedings report.

4.3 Project management

4.3.1 Responsible body

The overall responsibility of overseeing the assignment will be under the Directorate of Infrastructure – Through the Acting Senior Officer in Meteorology. All the deliverables as outlined in Section 4.2.1 above will be cleared by the SADC Secretariat before submission of the invoice. The day-to-day management of the assignment will be conducted by the Director – Policy Planning and Resources Mobilization supported by the Senior Officer, Monitoring, Evaluation and Reporting (ME&R).

4.3.2 Management structure

The Consultant shall report to the Acting Senior Officer in Meteorology, ME&R under the overall guidance of Director – Director of Infrastructure.

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

The Assignment will be conducted physically during SARCOF-26 meeting. The Secretariat will facilitate the travel to the Consultant. The Secretariat will facilitate the meetings with Member States (National Hydrological Meteorological Services Staff) through the Zoom teleconferencing platform for the performance of the duties under this assignment.

5. LOGISTICS AND TIMING

5.1 Location

The assignment is commissioned by the SADC Secretariat based in Gaborone, Botswana. The Facilitator is expected to join the SADC CSC Team during the SARCOF Event.

5.2 Start date & period of implementation

The facilitator will work for 30 calendar days. This will allow time to prepare for the meetings and submit reports to SADC CSC. The Early Warning Bulletin and Statements are expected immediately after the end of the meeting. The other reports may be presented one week after the end of the meeting.

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

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 Consultant. The specific profile of the Key Expert is provided below:

Key Expert

Qualifications and Skills

- Bachelor in Meteorology/ Agro-meteorology/ climatology or Bachelor in Physics with experience in geospatial data processing & data analysis; programming and scripting.

General Professional Experience

- Minimum of 5 years and maximum of 10 years of experience in regional climate forecasts in SADC and development of regional climate forecasting models; and
- Minimum of 5 years and maximum 10 years of experience in capacity building at regional level (SARCOF).

Specific Professional Experience

- Minimum 10 years or experience in developing SARCOF regional products (Statement, Early Warning Advisory Bulletin);
- Good experience in developing regional climate forecasts from existing products from Global Producing Centres; and
- 5-10 years of experience in facilitating regional forum in Meteorology and building capacity of national experts on climate forecasting.

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

6.1.2 Support staff & backstopping

The process does not require backstopping and support staff.

6.2 Office accommodation

None required.

6.3 Facilities to be provided by the contractor

No facilities will be provided by the chosen country, to be selected one-two months before the meeting.

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.

6.5 Incidental expenditure

Due to the COVID-19 Pandemic, this assignment will be hybrid. Therefore, SADC will pay the costs of the flight ticket and hotel accommodation for the consultant under the funds of the ClimSA Programme.

6.6 Expenditure verification

Expenditure verification is not applicable in this contract.

7. REPORTS

7.1 Reporting requirements

Consultant will produce reports and a final invoice at the end of the period of implementation of the tasks. The draft final reports must be submitted one week after the end of the period of implementation of the tasks.

Each report must consist of a narrative section containing the results of the process. The payment serves as a remuneration of the Facilitator's work performed during the 31 days projected for the completion of the whole process.

The Expert shall work with the Secretariat up to the end of the assignment, shall have delivered the following results in 30 calendar days:

Name of Report/Presentation	Content	Time of Submission
All the material necessary to carry out the SARCOF process	<ul style="list-style-type: none">- Download input data for all the models (ex: CFT and CPT).- Prepare training material for all the Climate Expert Meeting (CEM).- Prepare the programme and all subjects (matters) to be discussed in the forum	3 days before the start of the meeting
Draft Reports	<ul style="list-style-type: none">- Present SARCOF statement- Produce an early warning bulletin and SARCOF proceeding reports.- SARCOF Proceeding Reports	<ul style="list-style-type: none">- Immediately after the end of the forum.- Immediately after the end of the forum.- Two days after the meeting.
Final Reports	<ul style="list-style-type: none">- Present SARCOF statement- Produce an early warning bulletin and SARCOF proceeding Reports	<ul style="list-style-type: none">- One day after the end of the forum.- Six days after the end of the forum.- Six days after the end of the forum

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

- a) 30% of the contract price shall be paid upon submission of the CEM meeting Material used to do the forecast, to the Acting Senior Officer In Meteorology. This includes software the MS will use to make their forecasts;
- b) 70% of the contract price shall be paid upon submission of SARCOF Statement, the Early Warning Bulletin and SARCOF Proceeding Reports.:

7.2 Submission & approval of reports

One electronic copy of each of the reports referred to in the table above, preferentially in word and PDF format must be submitted to the Acting Senior Officer in Meteorology. The reports must be written in English. The Acting Senior Officer is responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The expert/consultant will be required to ensure that reporting is done against measurable indicators. These indicators should reflect the Consultant's commitment to delivering quality outputs in a timely manner. The final set of indicators of the process is to have the forum realized and all expected products created according to the table above. The following are the key indicators for the successful completion of this assignment:

- SADC Climate Experts Meeting and Climate Users Platform Forum meetings well conducted; and
- All reports produced, submitted and approved by Acting SPO Meteorology (Section 7.1)

Monitoring, Evaluation, Reporting shall be conducted in line with the latest version of the SADC Policy on Strategy Development, Planning, Monitoring, Evaluation and Reporting (SPMER Policy).

8.2 Special requirements

The Consultant must declare any potential conflict of interest between the provision of the requested services, and other activities in which, a member of their consortium of group (s), or any expert proposed in their offer is engaged.

9. BUDGET

The maximum available budget USD 7,200 and it covers all costs. Payments will be based upon completion of deliverables.

* * *

ANNEX 2: Expression of Interest Forms

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

REFERENCE NUMBER: SADC/3/5/2/240

SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)

Date: (insert date)

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the “SADC/3/5/2/240 - SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)” in accordance with your Request for Expression of Interests number SADC/3/5/2/240, dated 15th June 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: _____

B. CURRICULUM VITAE
[insert full name]

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

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

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

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

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

16. Specific experience in the region:

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

17. Professional experience:

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

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
		<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 above¹, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 17 above, to obtain directly reference about my professional conduct and achievements.

_____ Date: _____

ATTACHMENTS: *1) Proof of qualifications indicated at point 9*
2) Proof of working experience indicated at point 17

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

C. FINANCIAL PROPOSAL

SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)

REFERENCE NUMBER: SADC/3/5/2/240

N°	Description ¹	Unit ²	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: _____

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

² Indicate unit cost..

ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS

STANDARD TERMS OF CONTRACT

(Individual Consultant)

REFERENCE NUMBER: SADC/3/5/2/240 - SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)

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/3/5/2/240 - SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)**

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/3/5/2/240: SHORT TERM CONSULTANCY FOR ENGAGEMENT OF A FACILITATOR FOR THE TWENTY-SIXTH SOUTHERN AFRICA REGIONAL CLIMATE OUTLOOK FORUM (SARCOF-26)**

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 ¹	Unit	No. of Units	Unit Cost (in US\$)	Total (in US\$)
TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)					

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) 30% of the contract price shall be paid upon submission of the CEM meeting Material used to do the forecast, to the Acting Senior Officer In Meteorology. This includes software the MS will use to make their forecasts;
- b) 70% of the contract price shall be paid upon submission of SARCOF Statement, the Early Warning Bulletin and SARCOF Proceeding Reports.

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.

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