

Request for Proposal (RFP)

Date: 18 August 2009

Dear Sir/Madam,

Subject: RFP for the Provision of Reintegration Support Services for DDR participants

Small Businesses – Kadugli and Julud

You are requested to submit a proposal for the provision of **Reintegration Support Services for DDR participants, Small Businesses – Kadugli and Julud** as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (TOR)..... (Annex III)
- iv. Proposal Submission Form (Annex IV)
- v. Price Schedule (Annex V)
- vi. Acknowledgement Letter (Annex VI)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 13 September 2009, by 10:00 hour's local time.

Procurement Unit,
United Nations Development Programme
House No, 290 garden City, Khartoum
Tel: +249 83 773 121 Ext: 2002
Fax: +249 83 773128
Email: procurement.sd@undp.org

And marked with **RFP for the Provision of Reintegration Support Services for DDR participants
Small Businesses – Kadugli and Julud**

Ref: RFP/KRT/09/087

All offers received after the indicated time and date will be rejected.

4. Interest bidders are invited to attend the **Bid's Conference** on August 23rd 2009, at 11.30 a.m. (local time/Khartoum), at UNDP Garden City Meeting Room, Building # 290 - Garden City/Khartoum.
5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
6. This letter is not to be construed in any way as an offer to contract with your firm. Bidders are requested to acknowledge receipt of this ITB by completing the acknowledgement letter form provided in the solicitation documents (Annex VI). The form must be signed and stamped within ten

(10) days after receipt of this ITB and should be sent via email to the UNDP Sudan contact person as above specified.

Yours sincerely,

Mustafa Ghulam
Deputy Country Director (O)

Instructions to Offerors

A	Introduction
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1. General

UNDP is seeking to engage a consultant firm or firms to:

Provide Capacity Assessment Services as per enclosed Terms of Reference (TOR).

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B	Solicitation Documents
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3. Contents of solicitation documents

Proposals can offer services for Part A or Part B or both Part A and B. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing at the Purchaser's address indicated in the bidding documents or raise his enquiries during the pre-bid meeting if provided for in accordance with Bid Data Sheet (BDS) and/or Solicitation Documents. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than **two (2) weeks** prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation/description of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents). The response will be also posted on the UNDP North Sudan website <http://intra.sd.undp.org/bids>. Any prospective bidders seeking to arrange individual meetings with the Purchaser/Employer during the tender period may be excluded from the tender procedure.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

Any amendment will be published in the same manner that the present RFP.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C	Preparation of Proposals
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6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- A. Form 1 - Technical Proposal
- B. Form 2 - Offeror's Organization and Experience
 - A Offeror's Organization/ Firm
 - B Offeror's Experience
- C. Form 3 - Description of the Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment
- D. Team Composition and Task Assignments
- E. Form 4 - Curriculum Vitae (CV) for proposed key Personnel

Financial proposal consists of the following: (Separate Envelope)

Completed Proposal Submission Form

Completed Price Schedule

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Sudanese Pounds (SDG).

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D	Submission of Proposals
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14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Procurement Unit,

United Nations Development Programme
House No. 290 Garden City, Khartoum
Tel: +249 83 773 121 Ext: 2002
Fax: +249 83 773128
Email: procurement.sd@undp.org

marked with – **RFP for the Provision of Reintegration Support Services for DDR participants
Small Businesses – Kadugli and Julud**

Ref: RFP/KRT/09/087

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 13 September 2009 at 10:00 Hour's local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Two-Stage Procedure

Stage 1 - The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70%. Offerors, who have attained minimum 70% score in the technical evaluation, will be considered for further financial evaluation.

Stage 2 – All offers that attained 70% and above in the technical evaluation, will have their Financial Proposals opened. The lowest evaluated Financial Proposal will be awarded the contract.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise/experience of Firm / Organization submitting Proposal	30%	300					
2.	Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment	50%	500					
3.	Team Composition (including CV) and Task Assignments	20%	200					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

- A. Form 1 - Technical Proposal
- B. Offeror’s Organization and Experience
 - A Offeror’s Organization
 - B Offeror’s Experience
- C. Description of the Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment
- D. Team Composition and Task Assignments
- E. Curriculum Vitae (CV) for Proposed key Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise/experience of Firm / Organization submitting Proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)						
1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)						
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.						
1.4	Quality assurance procedures, warranty						
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes						
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment							
2.1	To what degree does the Offeror understand the task?						
2.2	Have the important aspects of the task been addressed in sufficient detail?						
2.3	Are the different components of the project adequately weighted relative to one another?						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?						
2.5	Is the conceptual framework adopted appropriate for the task?						
2.6	Is the scope of task well defined and does it correspond to the TOR?						

2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?						
		500					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Team Composition (including CV) and Task Assignments							
3.1	Consultant / Senior Expert						
		Sub-Score					
	General Qualification						
	Suitability for the Project						
	- International Experience						
	- Training Experience						
	- Professional Experience in the area of specialization						
	- Knowledge of the region						
	- Language Qualifications						
	- Task Assignment						
3.2	Key staff and personnel to be dedicated to this project						
		Sub-Score					
	General Qualification						
	Suitability for the Project						
	- International Experience						
	- Training Experience						
	- Professional Experience in the area of specialization						
	- Knowledge of the region						
	- Language Qualification						
	- Task Assignment						
	Total Part 3		200				

E. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive technically and financially to the needs of the organization and activity concerned.

The procuring UNDP entity reserves the right to split an award/award and to consider localized award/awards between any Offerors in any combination, as it may deem appropriate without prior written acceptance of the Offerors.

Additional important comment: The DDR Programme has an ongoing need for the provision of reintegration packages/services for ex-combatants in the area of small businesses, livestock agriculture and vocational training. Based on the quality of the Technical Proposal and the competitiveness of the Financial Proposal, the UNDP Country Office may recommend to issue Long Term Agreements with qualified offerors and to agree on detailed additional consultancies for a maximum period of 3 years.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 15 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

General Conditions of Contract**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's

compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the

express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Multi-Year DDR Programme in Sudan**Reintegration Support Services for DDR participants****Reintegration Packages – Small businesses****Terms of Reference (TOR)****1. BACKGROUND**

The signing of Sudan's Comprehensive Peace Agreement (CPA) on 9 January 2005 marked the end of Africa's longest civil war and opened the way for a transition to peace. A key requirement for this is restoring and strengthening security through Disarmament, Demobilization and Reintegration (DDR) of ex-combatants who might otherwise, again, undermine public security and constrain progress towards development and sustainable peace. The primary responsibility for the positive outcome of the DDR process rests with national and local actors who are ultimately accountable for the peace, security and development of Sudan. As part of its role in supporting the implementation of the CPA, the United Nations Mission in Sudan was mandated by UN Security Council Resolution 1590 (24 March 2005) to assist in the establishment of the DDR Programme and its implementation. In this context, the Integrated UN DDR Unit, consisting in UNMIS, UNDP, and UNICEF has been established to assist the relevant national institutions in the DDR process. Over the course of 2005–2008, support has been provided through Preparatory Assistance and Interim DDR projects to prepare the grounds for implementation of the DDR Programme. Within the Integrated UN DDR Unit, UNMIS is taking the lead in assisting with the design and operations of demobilization component while UNDP assists the Government in the planning and implementation of the reintegration component.

2. JUSTIFICATION

As a result of continued conflict, Sudanese society is today highly militarized, fragmented, and characterized by a proliferation of armed groups, shifting military alliances between a wide variety of actors, and the emergence of armed civilians and community vigilantes. In Sudan as in other post-conflict situations, the need for DDR arises from the imperative of restoration of security, a prerequisite for sustainable peace and development. The central focus of DDR is therefore on its potential contribution to security and downsizing of armed forces and associated members. It seeks to achieve this end through DD and reintegration into civilian society of armed forces and groups that might otherwise create insecurity. DDR in this case is an exercise meant to enhance short-term security through capitalizing on peace dividends through reintegrating individual male and female ex-combatants, while also contributing to longer-term peace and stability through affecting the rightsizing of armed forces.

3. DEVELOPMENT OBJECTIVE

Economic reintegration support that will be made available to DDR participants through this project will be designed and planned with consideration to the medium and long-term sustainability aspects.

3. IMMEDIATE OBJECTIVE

The Offeror is expected to provide one-time support for small businesses to an estimated number of 190 DDR participants in rural and urban areas of Kadugli and Julud, Southern Kordofan State, Sudan.

4. OUTPUTS

The Contractor(s) shall acquire and deliver an estimated number of 190 reintegration packages for small businesses to DDR participants. The reintegration packages will consist, but not be limited to:

- Trade: small shops, tea and coffee shops
- Training on micro-finance and credit facilities emphasizing women's access to such programmes

The Contractor(s) will be expected to propose reintegration packages that are standardized to the extent possible. The reintegration packages should be provided in line with a set of general requirements:

- Accordance with local standards for technology development, custom practices, and legislation regulating especially access to resources and taxation system
- Agreement with DDR participants on the calendar for training delivery, distribution of small business packages, and provision of follow-up advisory services
- Small business packages are provided based on client referral by DDR Commission of Southern Kordofan
- To the extent possible, inclusion of DDR participants in similar programmes targeting other civilian categories in the receiving communities as a measure of supporting reconciliation

6. ACTIVITIES

In order to achieve the immediate objective and produce the planned output, a series of activities will be carried out by the Contractor(s). Activities will include but not be limited to the following tasks:

6.1. To carry out entrepreneurship technical training. The training curricula will target the development of core business management and marketing skills and will cover as a minimum:

- Technical modalities for starting or expanding a small-business: goals for growth and adding value, balancing expenses and profit, reaching opportunities and niches, clientele management, etc.
- Introduction to the accounting system, basic knowledge of accounting, book-keeping and related financial regulations, etc.
- Design of individual business plan tailored to participants' skills and preferred reintegration options

6.2. To acquire and distribute small-business packages to skilled/trained DDR participants

The applicant(s) will be expected to include in their proposals a detailed description of the **small-business** packages. Descriptions should include quantities, technical specifications, and costs for equipment, supplies, raw materials, etc. Descriptions should include quantities, technical specifications, and costs for equipment, supplies, raw materials, etc. As an example, the 'tea and coffee shop' package should propose quantities, technical specifications, and costs of shop furniture, tea and coffee preparation equipment and ingredients, etc. It should also include taxation and licensing costs and template documentation for i.e. maintaining accounts.

6.3. To provide regular follow-up advisory services to DDR participants for six months

Outreach services will combine inopinate and jointly-agreed visits at project sites in order to:

- monitor compliance DDR participants with the agreed reintegration plan
- provide DDR participants with technical support to overcome any problem in implementation
- prevent child labor and protect access of special needs groups such as women, youth, elders, and participants with disabilities
- encourage networking with other civilians having similar occupations
- promote information sharing at community level and generation of new ideas
- provide market information and, to the extent possible, assist DDR participants with accessing grants and/or loans from secular or customary sources of micro-credits

7. REPORTING

Progress reports by Contractor(s) are essential to monitor progress in the reintegration efforts and to recommend disbursement of funds. Financial reporting requirements:

- Invoices have to be submitted on a monthly basis *always* together with the monthly report. Invoices submitted without a report will not be accepted.
- The monthly report must include a letter requesting the payment for the next installment. The request should clearly state the installments (1st installment, 2nd installment, 3rd installment etc.)

Regular progress reports on reintegration implementation will be also required. They will include but not be limited to monthly reports that should be submitted by 10th of each month. Monthly reports must summarize the particulars of each former combatant, detail components of reintegration packages, such as toolkits, small business packages, and training materials. They must summarize the type of support provided, and the location of the training or implementation site. Monthly reports must be submitted together with a financial report.

8. ELIGIBILITY OF APPLICATIONS

This request for proposals is opened to national and international profit or not-for-profit structures that are legally established and registered with the relevant authorities of Sudan. The applicants are required to submit:

- Authorized copies of documentation pertaining to the applicant legal establishment in Sudan and institutional capacity (training facilities and supplies, and qualified trainers)
- Formal commitment to comply with the UNDP standards and procedures for reporting, monitoring, evaluation and training
- Project proposals covering multiple packages are strongly encouraged
- Project proposals should elaborate on the above mentioned TOR.
-

Form 1 Technical Proposal Submission Form

[Location, Date]

To: UNDP, Sudan.

Dear Sirs:

We, the undersigned, offer to provide **Reintegration Support Services for DDR participants, Small Businesses – Kadugli and Julud** in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

E-mail address and telephone number: _____

Address: _____

Dated this day /month of year

B. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Form 2 Offeror's Organization and Experience

A - Offeror's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Offeror's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out such services similar to the ones requested under this request for Proposal. Please do not exceed 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Offeror:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Offeror s:
Name of associated Offeror's, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Offeror's Name: _____

Form 3 Description of Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment

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

b) Implementation Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and appropriate delivery dates of the reports. The proposed implementation plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible implementation plan. A list of the final documents, including reports, drawings, and tables (where applicable) to be delivered as final output, should be included here.

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

Form 4 Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: _____

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p>
---	--

	Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

13. Certification:

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.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

PRICE SCHEDULE (Financial Proposal)

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In case of discrepancy between unit price and total price, the unit price shall prevail.

The offeror is requested to provide a detailed financial cost breakdown which should include but is not necessarily limited to that listed below:

- Suppliers' fees (international and national), listed as number of working months/weeks/days x fee per working month/week/day.
- Daily subsistence allowance (DSA) multiplied by the number of days.
- International transportation costs, if any (number of round trips between destination x price)
- Local transportation costs (if any – minor costs are included in the DSA, but if the suppliers are to do major travelling within the country, this should be budgeted).
- Other relevant costs such as communication and printing costs, costs for translation of reports and interpreter services, costs in relation to workshops and/or training courses (rental of facilities and equipment, production of material, beverages and other costs in relation to participants), operational costs and other specific inputs required to carry out the consultancy.

In addition to the hard copy, if possible please also provide the information on CD.

Sample Price Schedule format (Offeror's opted to complete all or parts of the field provided and they may add additional cost categories (if required))				
	Unit Cost	Unit Quantity	Unit Type	Total
Project Support Costs				
Professional Project Staff (Specify National / International)				
Programme Manager / CTA		12	month	
Finance / Admin Officer				
Logistics Officer (optional)				
Facilitators/trainers				
Subtotal				
National Support Staff (optional)				
Secretaries				
Guards/Cleaning Staff				
Etc. (specify)				
Subtotal				
Transportation				
Local flights				
Local travel				
DSA/Per Diems				
Shipment of Goods				
Etc. (specify)				
Subtotal				
Vehicle and Running Costs				
Vehicle rentals				
Motorcycles				
Vehicle running costs & fuel				
Etc.				
Subtotal				
Durable Equipment				
Computers				
Printers				
Furniture				
Etc. (specify)				
Subtotal				
Other Office Costs				
Office Rental				
Utilities (water and electricity)				
Telephone / fax				
Postage / Courier				
Photocopy				
Stationary / Supplies				

Maintenance				
Documentation / Reporting				
Advertising / Visibility				
Audit Costs				
Etc. (specify)				
Subtotal				
SUBTOTAL				
OVERHEAD (Specify percentage)		Percent:	%	
TOTAL				

Currency: _____

All foreseeable costs including sub-contracting with performers and production personnel should be included within the financial proposal envelop only. But these should be separately identified.

SUMMARY PRICE PROPOSAL

Attachments to the Price Proposal

- Supporting cost information. This should include the estimated cost elements at a detailed level, plus a description to the basis of estimated costs. The supporting cost information should be provided in sufficient detail to allow a complete cost realism, allow-ability, and reasonableness analyses of the proposal. A description of what types of costs are included in each summary budget element should be included. Subcontracts, in particular those that include any required advisors, must be broken out in similar cost detail.

Duly authorized to sign the Bid for and on behalf of _____ (company name)

Signature/Stamp of Entity/Date

Name of representative:

Address: _____

Telephone/Fax: _____
