

## **Terms of Reference (ToR)**

### **REVIEW AND UPDATE OF THE DARFUR DEVELOPMENT STRATEGY 2013-2019**

#### **Pillar Consultant, National Expert**

#### **(Pillar I: Governance, Justice and Reconciliation)**

Type of Contract: Individual Contract (IC), Intellectual Services

#### **A. Background**

1. Levels of conflict in Darfur are at a relatively low level. The Government of Sudan has implemented a new political dispensation following a Referendum in 2016 that establishes five states as the basic administrative structure in Darfur. The Darfur Regional Authority was dissolved and then later the six commissions were re-established reporting to the Ministry of Federal Governance. The international community, which has traditionally focused attention on providing humanitarian assistance to communities affected by the conflict, is increasingly focused on a more holistic development approach in line with Grand Bargain / New Way of Working commitments and the humanitarian-development-peace nexus. However, the situation in Darfur remains fragile. There is a need to consolidate peace, address the causes of conflict, and achieve development.
2. The UNAMID peacekeeping force in Darfur is being systematically drawn down. This creates a need for both international and Government resources to be mobilised to ensure that stability in Darfur is maintained. The macro-economic situation in Sudan also continues to present challenges to economic growth and development. In addition, a number of armed groups remain outside the peace agreement and political settlement – creating potential for both military and political disruption that could undermine development efforts in Darfur.
3. There is an agreed framework to guide development efforts in Darfur. This framework includes: support for the UNAMID peacekeeping efforts; support for the Doha Document for Peace in Darfur (DDPD) and its associated Darfur Development Strategy (DDS); the Implementation Follow-up Committee (which recently met in July 2018); AUHIP-led peace process; and the financing structure for development in Darfur provided by the United Nations' managed Darfur Development Trust Fund.
4. Despite this framework, limited progress has been made on achieving a sustainable peace, or long-term development. The majority of international assistance into Darfur continues to be dominated by humanitarian approaches; development assistance remains limited and is poorly coordinated and does not align with or support the Darfur Development Strategy; the DDPD has only been partially implemented and critical elements of the approach (including the six Commissions established to address some of the structural drivers of protracted crisis in Darfur) have not progressed. Few of the objectives of the Darfur Development Strategy have been achieved, and few in the international community have allocated development resources in support of the DDS through the established Trust Fund. Only a fraction of the \$7.2 billion costing of the current strategy has been allocated – the revised document will need to prioritise and sequence limited

available resources. The AUHIP peace process so far failed to deliver a sustainable peace agreement – with the risk of renewed conflict.

5. There is an urgent need for the international community – working in partnership with the Government of Sudan and other partners to the peace process – to review all elements of the peace and development architecture in Darfur.
6. An experienced consultant is therefore sought to support the Team Leader to undertake the overall review process and to take lead responsibly for the Governance, Justice and Reconciliation Pillar, working with the Darfur Development Review Steering Committee and Darfur Development Review Technical Working Groups as outlined below.
7. Please see full details of the Darfur Development Review as outlined in the concept note at [Annex A](#).

## **B. Objectives and Scope of Work**

8. The objective of the Darfur Development Review will be a comprehensive review of all elements of the peace and development architecture in Darfur. The objectives of the Review are twofold:
  - i) Determine the utility of the existing structures in delivering sustained peace and development; make recommendations to the international community and Government on proposed changes to the structures to improve their effectiveness;
  - ii) Encourage renewed commitments through a revised reprioritised strategy and architecture in support of sustainable peace and development in Darfur.
9. The consultant will be specifically responsible for:
  - a. Supporting the Lead consultants to undertake a literature review and relevant consultations across the Darfuri, Sudanese and International Community, in order to provide the analysis and evidence underpinning the review;
  - b. The development of a technical report for the Pillar I; Governance, Justice and Reconciliation workstream led by the Technical Working Groups (see methodology below). This report will provide the detailed technical recommendations for a revised Darfur Development Strategy pillar. Technical Working Groups will be aligned with the current pillars of the DDS (reconstruction; governance, justice and reconciliation; and economic recovery).
  - c. Supporting the delivering an overarching report that assembles a Darfur Development Strategy, 2019-2025, based on the final agreed outcome of discussions with the Darfur Development Steering Committee.

## **C. Expected Deliverables**

10. The main deliverable will be the Technical report (Pillar I; Governance, Justice and Reconciliation) as outlined above;
11. The other deliverables will include:
  - a) Supporting the comprehensive revised Darfur Development Strategy. The Strategy will set out how the international community, the Government of Sudan, and other

partners, can engage over the next six years to improve development outcomes for poor people in Darfur ensuring that development assistance tackles root causes of conflict while ensuring that it does not inadvertently contribute to increased tension and inequitable distribution of resources. The Report will sequence, prioritise, and cost development interventions that will systematically address the root causes of conflict and under-development in Darfur. The Report will draw from the international community's Grand Bargain commitments to transition from humanitarian assistance to development support. The Report will position Darfur's development within the broader Sustainable Development Goals framework; Sudan's Poverty Reduction Strategy Paper process; the Collective Outcomes for Sudan; and Sudan's emerging Mutual Accountability Framework with the international community;

- b) A mapping of current donor interventions against the existing and recommended revised Darfur Development Strategy.

#### **D. Methodology**

12. The International Consultant with a National consultant will lead a wider team comprised of 3 international and 3 national consultants. Each of these consultants will lead one of the 3 DDS Pillars and be embedded within a Technical Working Group supporting them to take forward specific engagement in an identified work-stream. The Technical Working Groups will comprise a lead UN Specialised Agency and a donor; a Government of Sudan counter-part; and other concerned parties. Reporting to the lead consultants, the consultants will produce the technical reports on behalf of the Technical Working Groups and refine them in response to comments from the consultant, the Working Groups and the Executive and Steering Committees (see below).
13. To achieve the deliverables set out above, the Lead Consultants and his/her team are expected to develop a thorough understanding of the existing Darfur Development Strategy including financing and current context, and clear evidence-based recommendations to revise the existing document, through an approach that encompasses literature review and analysis, and – critically – iterative and in-depth consultation with the International Community, civil society and the five Darfur States. An important focus will be to build consensus around the future strategy; early and regular sharing of drafts which are amended in response to reaction and comment are therefore essential.
14. The Lead Consultants in coordination with the Executive Committee will organise two consultation workshops; one in Khartoum at the beginning of the process to ensure buy in and ownership of the process by all parties, and the second workshop in Darfur at the end of the process for the endorsement of the findings.
15. Delivery of objectives will be overseen by the Darfur Development Review Steering Committee. The Committee will include representation from Government of Sudan, UN, international partners in the peace and development process, and other concerned parties.
16. For management purposes the consultants will report on a weekly basis to the Executive Committee (UN; Government of Qatar; Government of Sudan; UK Government). The

Executive Committee is mandated by the Steering Committee to drive the process and assume day-to-day responsibility for the achievement of the objectives of the Darfur Development Review process.

17. For logistical and administrative purposes, UNDP will administer the National and International consultants contract.

#### **E. Timeframe**

17. The following sets out a suggested timeline:

- Updating the mapping of current donor interventions against the existing and recommended revised Darfur Development Strategy by end March 2019 (this is tasked to the UNDF Technical Secretariat and the process has started);
- Technical reports as outlined above by end March 2019;
- Final report with revised Darfur Development Strategy: by end May 2019.

#### **F. Expected Deliverables and Schedule of Payment**

Milestones/Deliverables/Outputs	Estimated duration to complete	% of Payment	Review and Approvals Required/Document to be submitted
1. Desk review and Consultations undertaken for Pillar 1, initial findings presented	30 days		UNDP and Steering Committee/presentation of initial findings
2. Draft report for Pillar 1 prepared	20 days		UNDP and Steering Committee/draft pillar report
3. Validation workshop designed and Conducted, support to	5 days		UNDP and Steering Committee/workshop report
Total		100%	

#### **G. Institutional Arrangement**

The consultant will be directly reporting to the institution on operational/contractual issues and to the Steering Committee on programmatic tasks.

#### **H. Duration of Work**

The assignment period is expected to be 55 working days, over a period of 4-6 months. Estimate as follows:

- 25 days Home based (Khartoum)
- 30 days Darfur based

#### **I. Duty Station**

The consultancy involves travel to Khartoum and Darfur and homebased.

Estimated at:

- 25 days home based (Khartoum)
- 30 days Darfur based

**J. Qualifications of the Successful Individual Consultant:**

The following skills and experience are sought:

- a) Education
  - Master's in development studies, international affairs, governance/rule of law or related subject, or equivalent experience;
- b) Experience
  - At least 7 years proven working in international development;
    - Experienced Team Member, adept at communication with a variety of stakeholders;
    - Analytic capacity and demonstrated ability to process, analyse and synthesise complex information;
    - Strong drafting skills;
    - Knowledge or previous experience of working in Darfur, Sudan is desirable;
- c) Language
  - Proficiency in English and Arabic is mandatory, including writing and oral skills;

Corporate Competencies Functional Competencies:

- Corporate Competencies
  - Demonstrates integrity by modelling the UN's values and ethical standards;
  - Promotes the vision, mission, and strategic goals of UNDP;
  - Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
  - Treats all people fairly without favouritism;
  - Ability to work with a multi-cultural and diverse team.
- Functional Competencies:
  - Demonstrated experience in area of the expertise sought;
  - Ability to analyse large amounts of complex and diversified information or data related to peace building in the crisis countries such as Sudan;
  - Demonstrated strong coordination and facilitation skills;
  - Strong interpersonal skills and the ability to initiate discussions about peace building and reliance issues despite complex political and economic environment as well as handling with multi-sectoral stakeholders.

**K. Scope of Price Proposal and Schedule of Payments:**

The consultancy fee will be determined on a lump sum basis. The lump sum amount must be all-inclusive, and the contract price must be fixed regardless of changes in the cost components. Payment will be made upon completion of key deliverables as outlined in deliverable section above. The DSA or the living allowance will be paid for the actual nights spent in the duty station.

Recommended Presentation of Offer:

Applicant is kindly requested to complete and sign and submit all the following documents:

- a) Duly completed Letter of Confirmation of Interest and Availability using the template provided by UNDP – an Offeror’s Letter will be provided by UNDP while seeking the proposal where TOR is one of the attachments;
- b) Most updated and signed P11, indicating all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references

**L. Criteria for Selection of the Best Offer**

The offers received from the candidates will be evaluated using combined scoring method. The combined scoring method assesses the offers with technical merits of the proposals – where the qualifications and methodology will be weighted a maximum of 70%, and later combined with the price offer which will be weighted a max of 30%.

**a. Technical Scoring Grid (70 Points; Pass Marks 49 points):**

Eligibility Criteria: The candidates will be disqualified at the preliminary stage, if they do not meet the following education and experience criteria.

Education: Must meet the education qualification stated at clause J of the TOR to be eligible

Experience: Must meet the years of experience in the relevant field stated in the clause J of the TOR to be eligible

Assessment Criteria	Maximum Obtainable Points	Weightage (%)	Evaluated Points Obtained by the Offerors		
			A	B	C
Minimum Pass Mark = 49 points out of 70 Points full marks					
Track record in evaluating a wide range of donor funded projects;	25	36			
Excellent writing skills and ability to produce high quality evaluation reports and documents	10	14			
Having thematic expertise in governance/rule of law, in crisis and post-crisis-settings.	20	29			
Experience of working in Sudan, in particular the understanding of the context of Darfur would be an asset.	10	14			
Proficiency in English and Arabic (both spoken and written);	5	7			
<b>TOTAL</b>	<b>70</b>	<b>100%</b>			

The price proposals of candidates obtaining 49 points and above (or 70% and above) will only be technically qualified; then their price proposals will be reviewed and compared for the assessment of overall ranking of

the proposals. Those obtaining lower than 49 points (or lesser than 70%) will be technically non-responsive proposals; price proposals of such candidate will not be compared.

**b. Assessment of the Price Proposals (30 Points) or 30%**

The lowest priced bid from among the technically qualified Offerors will obtain the full marks of 30 points in the price proposal. Price proposals of remaining qualified bidders will be prorated against the lowest priced bid using the following formula to derive the marks in their price proposal:

Marks obtained by a Bidder = Lowest Priced Bid (amount) / Bid of the Offeror (amount) X 30 (Full Marks)

**c. Award of the Contract/Award Criteria:**

The contract will be awarded to the candidate (bidder) whose proposal obtains the highest cumulative marks (points) when the marks obtained in technical and price proposals are aggregated together.

**M. Annexes to the TOR**

1. Concept note for Darfur Development Strategy refresh

**N. Approval**

This TOR is approved by:

**Name and Designation:** Selva Ramachandran,  
Country Director, UNDP, Sudan

**Signature:** \_\_\_\_\_

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

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**OFFEROR'S LETTER TO UNDP  
CONFIRMING INTEREST AND AVAILABILITY  
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date: 28

November 2018

*Resident Representative*  
United Nations Development Programme  
House 7, Block5, Gama'a avenue, Khartoum

Dear Sir/Madam:

I hereby declare that:

I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities for” **Reimbursable Loan Agreement (Review and Update for Darfur Development Strategy 2013-2019) Pillar I: Governance, Justice and Reconciliation, National Expert”** Reimbursable Loan Agreement - RLA].

- a) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- b) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- c) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3
- d) I hereby propose to complete the services based on the following payment rate: *[pls. check the box corresponding to the preferred option]:*
  - A total lump sum of **[USD.....]**, payable in the manner described in the Terms of Reference (ToR).
- e) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2 of this document;
- f) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- g) This offer shall remain valid for a total period of 90 days *[minimum of 90 days]* after the submission deadline;



- h) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- i) If I am selected for this assignment, I shall *[pls. check the appropriate box]:*

Sign an Individual Contract with UNDP;

- j) I hereby confirm that *[check all that applies]:*

- At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP; or
- I am currently engaged with UNDP and/or other entities for the following work :

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- k) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- l) **If you are a former staff member of the United Nations recently separated, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract. Minimum break-in for FTA and PA contract is of 3 months. For TA no break is required.
- m) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

n) I also fully understand that if my remuneration exceeds US\$22,000 per contract or 6 months' duration whichever comes first, I will defer my pension for the duration of contract failing which I will not claim the contract award;

Full Name and Signature:

Date Signed:

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**Annexes** *[pls. check all that applies and enclose the document with Offer]:*

- Duly signed P11 Form for IC (*Must be submitted regardless*);
- Breakdown of Costs Supporting the Final All-Inclusive Price as per Template (*Must be submitted regardless*);
- Brief Description of Approach to Work (as required by the TOR) (*Must be Submitted as ToR requires*);
- No Objection Letter and Proof of Leave without Pay in case you are an active government staff currently (*if applicable*);
- Declaration Family ties with UN Staff (*if applicable*);
- I am UN Retiree drawing the pension, I will submit Pension Deferral Proof in case I am awarded the contract over and above US\$22,000 or 6 months whichever comes first before signing the contract (*if applicable*);
- I am over the age of 62 and this assignment requires travel so I have attached the Fitness to work certificate with the proposal incurring my own cost (*if applicable*);
- I will do the UNDSS' Basic Security in the Field (BSIF) and Advance Security in the Field (ASIF) training and submit the certificates to UNDP in case of requirement as determined by the security phase in the duty station (*as applicable*);



**Annex -2: BREAKDOWN OF COSTS  
SUPPORTING THE ALL-INCLUSIVE FINANCIAL  
PROPOSAL**

A. **Breakdown of Cost by Components:**  
(Please quote in USD)

Cost Components	Unit Cost (USD)	Quantity	Total Rate for the Contract Duration	
			Option-1 (In-Country Presence)	Option-2 (Working from Home)
I. Personnel Costs				
Professional Fees (lump sum per month multiplied by quantity)	.....	55 working days	.....	N/A
Life Insurance	N/A	Lump-sum	N/A	N/A
Medical/Health Insurance	N/A	Lump-sum	N/A	N/A
Communications	N/A	Lump-sum	N/A	N/A
Land Transportation	N/A	Lump-sum	N/A	N/A
Others (pls. specify)		Lump-sum		N/A
II. Travel Expenses to Join duty station	N/A	Lump-sum	N/A	N/A
Round Trip Airfares to and from duty station (Please quote the most direct and economy class air-fare; normally, Business and First-class tickets will not be accepted by UNDP regardless of hours of travel)	Economy class 2 ways ticket	Lump-sum	N/A	N/A
Living Allowance (IC is a non-staff category contract and UN DSA does not apply. The living allowance should be equivalent to an amount that will be sufficient to cover the cost of accommodation and food in the duty station. The living allowance will be paid	31 nights Estimated to be spent	31 nights Estimated to be spent in Darfur	.....	N/A

only for the actual number of nights spent in Sudan plus night/s spent during travel for joining the duty station)				
Travel Insurance (Please quote this amount covering only the duration of the contract)	N/A	Lump-sum	N/A	N/A
Terminal Expenses (Please quote an amount that will sufficiently cover the transportation cost to and from the terminals and your place of origin/duty station)	04 times	Lump-sum	N/A	N/A
Others (pls. specify)	N/A			
III. Duty Travel (Not Required, please do not Quote)				
Round Trip Airfares				
Living Allowance	N/A			
Travel Insurance	N/A			
Terminal Expenses	N/A			
Others (pls. specify)	N/A			
<b>TOTAL Lump-sum Amount (All inclusive)</b>				

**Notes:**

**[\*Living Allowance will be paid on actual nights spent outside duty station during the validity of the Contract. If any adjustment required, it will be done later through Contract Amendment].**

**[Normally, UNDP does not negotiate the offered price. However, if the quoted prices are unrealistically high in relation to qualification, expertise & experience of candidates as well as reasonableness of other cost components, UNDP may negotiate and reduce them against established / comparable benchmarks]**

**[For International ICs, visa will be arranged and paid for by UNDP. Candidates are required to provide their passport details/copies to UNDP as soon as contract is awarded and signed]**

**B. Breakdown of Cost by Deliverables, (if Deliverable based Contract) \***

<b>Deliverables</b> <i>[listed as referred to in the TOR]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Amount (USD)</b>
<b>Deliverable 1:</b>		
<b>Deliverable 2:</b>		
<b>Deliverable 3:</b>		
.....		
.....		
.....		
.....		
<b>Total</b>	<b>100%</b>	<b>USD .....</b>

*\*Basis for payment tranches*

**Note:**

Total Amount in Table-A above MUST match the total amount in Table-B here broken down into three different tranches.

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