

**Request for Proposal (RFP) Ref: RFP-SS-UNWOMEN-001-2014**

Date: 10/04/2014

Dear Sir/Madam,

**Subject: RFP Support to Transformational Leadership Initiative for the Women of South Sudan**

1. You are kindly requested to submit a proposal for Support for Transformational Leadership Initiative for the Women of South Sudan per enclosed Terms of Reference.
2. To enable you to submit a proposal, attached are:

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

**Your proposal comprising of technical proposal and financial proposal, in separate sealed envelopes should reach the following** address in hardcopy not later than 29<sup>th</sup> April 2014, on or before 13:00 hour's local time Juba. **Email copies should be sent to [bids.juba@undp.org](mailto:bids.juba@undp.org).** The submission should be marked and titled "RFP for **Support to Transformational Leadership Initiative for the Women of South Sudan**"

3.  
United Nations Development Programme  
Procurement Unit  
UNDP Office Compound  
P. O. Box 410, Juba  
South Sudan  
**Email: [bids.juba@undp.org](mailto:bids.juba@undp.org).**

All bidders should drop their proposals in the UNDP Bid Box situated at UNDP Office Compound, Opposite Central Equatoria Ministry of Finance and addressed as indicated at paragraph 3 above.

4. If you request additional information, please write to Kiden Zainab (Email: [kiden.zainab@unwomen.org](mailto:kiden.zainab@unwomen.org).) He or She would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date for your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Izeduwa Derex-Briggs

Country Representative  
UNWOMEN South Sudan UN Women, South  
Sudan  
Telephone: +211 (0) 954184463  
Email: [izeduwa.derex-briggs@unwomen.org](mailto:izeduwa.derex-briggs@unwomen.org)

## **Annex I**

### **Instructions to Offerors**

#### **A. Introduction**

##### **1. General**

The UNWOMEN South Sudan Country Programme is consolidating her work by supporting partners to take action for gender equality and women empowerment. UN Women also believes that South Sudan like the rest of Africa, leadership for women, girls, men and boys is imperative for resolving conflict, preventing conflict, building peace and social cohesion and assuring the population of development gains. UN Women intends to engage in instilling transformational leadership skills to women and girls in partnership with the Africa Centre for Transformational and Inclusive Leadership (ACTIL), Kenyatta University. Subsequently, the CO initiative will focus on three strategic Areas; a) Institutional building for the National Transformational Leadership Institute at Juba University; b) Capacity building training on transformational leadership for South Sudan Women Leaders for Peace, Women Political Leaders, potential young women leaders and women in the POCs; c) And mainstreaming transformational leadership in national reconciliation and peacebuilding processes

UNWOMEN intends to build/strengthen transformational women leaders within various sectors ranging from political, CSO's displaced women and young women with ultimate aim of institutionalizing transformational leadership skills building within Juba University. The proposal will entail the development of a comprehensive capacity building programme for transformational leadership for women and youth for South Sudan.

2.

##### **3. Cost of proposal**

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

#### **B. Solicitation Documents**

##### **5. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. 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.

## 6. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNWOMEN in writing through Kiden Zainab at (Email: [kiden.zainab@unwomen.org](mailto:kiden.zainab@unwomen.org)). UNWOMEN will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

## 7. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNWOMEN 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.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

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

## C. Preparation of Proposals

### 8. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNWOMEN shall be written in English.

### 9. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) **Operational and technical part of the Proposal**, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, (**Financial Proposal**) completed in accordance with clauses 10 and 11

### 10. Proposal form

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

**(a) Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing procuring UNWOMEN.

**(b) Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

**(c) Proposed methodology**

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the specifications.

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.

**1. Proposal prices**

**2. Proposal currencies**

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.

All prices shall be quoted in USD.

### **13. Period of validity of proposals**

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

In exceptional circumstances, UNWOMEN 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.

### **14. 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 initialled by the person or persons signing the Proposal.

### **15. Payment**

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

### **D. Submission of Proposals**

#### **16. 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 –

United Nations Development Programme  
Procurement Unit  
UNDP Office Compound  
P. O. Box 410, Juba  
South Sudan  
**Email: bids.juba@undp.org.**

- marked with –

#### **“RFP: Support to Transformational Leadership Initiative for the Women of South Sudan”**

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 10 (*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, and financial bid is part of the technical proposal, UNWOMEN will reject the proposal. Therefore please ensure that Technical and Price proposals are sealed in separate envelopes.

- (c) If the Offeror wishes to submit their proposal by email, the requirements of separately sending the Technical and price proposal should be adhered to strictly. In such cases, the Offeror shall be required to send the two separate email to [bids.juba@undp.org](mailto:bids.juba@undp.org) and clearly marked “RFP for Proposal for Support to transformational Leadership Initiative for the Women of South Sudan” to ensure that the proposal is not rejected.

#### **17. Deadline for submission of proposals**

**Your proposal comprising of technical proposal and financial proposal, separate sealed envelopes should reach the following** address in hardcopy not later than **29<sup>th</sup> April 2014**, on or before **13:00** hour’s local time Juba. **Email copies should be sent to [bids.juba@undp.org](mailto:bids.juba@undp.org)**. The submission should be marked and titled “RFP for **Proposal for Support to Transformational Leadership Initiative for the Women of South Sudan**”

UNWOMEN 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 UNWOMEN and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **18. Late Proposals**

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

#### **19. 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 UNWOMEN 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**

### **20. Opening of proposals**

UNWOMEN will open the Proposals in the presence of a Committee formed in line with the Programme and Operation Manual (POM).

### **21. 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.

### **22. 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.



## **23. 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 700 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 contract will be awarded to the Contractor offering best value for money. The Contractor scoring the highest on the technical and financial proposal combined will be awarded the contract.

The total financial score shall be 300 points. Total score of the contractor = Technical Proposal + Financial Proposal

### **Technical Evaluation Criteria**

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:

Form 1: Expertise of Firm / Organization Submitting Proposal Form 2: Proposed Scope and Approach Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

TECHNICAL PROPOSAL EVALUATION  FORM 1		Points Obtain able	COMPANY / OTHER ENTITY							
			Points		Points		Points		Points	
Competencies/ Organizational Experience										
Expertise of firm/ organization submitting the proposal										
1.1	Reputation of the organization and Staff (competence and reliability)	55								
1.2	General Organization Capability which is likely to affect the implementation	35								
1.3	Quality assurance processes provided in the proposal	25								
1.4	Experience in work in related area	100								
1.5	Organizations previous experience in related work (quality of samples)	85								

	<b>Total Part 1</b>	300								

TECHNICAL PROPOSAL EVALUATION  FORM 2		Points obtainable		COMPANY / OTHER ENTITY						
			Points		Points		Points		Points	
Technical Content of Proposal										
Proposed Work plan and Creative Approach										
2.1	In the technical content of the proposal, does the Organization display high quality creative and technical expertise to successfully implement this assignment in exceptional manner?	105								
2.2	Have the important aspects of the task been addressed in sufficient detail in the note and do they correspond to the TORs?	100								
2.3	Does the organization	100								

	present exceptional 'out of the box' innovative strategies for the needs of the programme?									
2.4	Is the scope of the tasks well defined? Is the presentation clear and is the sequence of the activities and the planning logical, realistic and promise successful implementation of the project?	95								
	<b>Total Part 2</b>	400								

## **Award of Contract**

### **24. Award criteria, award of contract**

The procuring UNWOMEN procuring 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 UNWOMEN procuring entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### **25. 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.

### **26. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

## **Annex II General Conditions of Contract**

### **1. LEGAL STATUS**

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

### **2. SOURCE OF INSTRUCTIONS**

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

### **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 UNWOMEN.

### **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 UNWOMEN for all sub-contractors. The approval of UNWOMEN 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 UNWOMEN 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, UNWOMEN, 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 subcontractors, 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 UNWOMEN as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNWOMEN;

(iii) Provide that UNWOMEN shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

1 The Contractor shall, upon request, provide UNWOMEN with satisfactory evidence of the insurance required under this Article.

## **2 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 UNWOMEN 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 UNWOMEN shall rest with UNWOMEN and any such equipment shall be returned to UNWOMEN at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UN WOMEN, 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 UNWOMEN for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNWOMEN 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 UN WOMEN'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 UNWOMEN in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNWOMEN OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNWOMEN nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNWOMEN or the United Nations, or any abbreviation of the name of UNWOMEN 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 UN WOMEN, shall be treated as confidential and shall be delivered only to UNWOMEN 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 UN WOMEN, any information known to it by reason of its association with UNWOMEN which has not been made public except with the authorization of UN WOMEN; 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 UN WOMEN, 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 UNWOMEN 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, UNWOMEN shall take such action as, in its sole discretion; it considers being 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.



1. 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, UNWOMEN 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 UNWOMEN reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNWOMEN 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 UNWOMEN under this Article, no payment shall be due from UNWOMEN 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, UNWOMEN may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNWOMEN 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 UNWOMEN to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNWOMEN to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNWOMEN before the payment thereof and UNWOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNWOMEN 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 rights 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 UNWOMEN to terminate this Contract immediately upon notice to the Contractor, at no cost to UN WOMEN.

## **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 UNWOMEN to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNWOMEN P.

#### **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.

#### **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 UNWOMEN unless provided by an amendment to this Contract signed by the authorized official of UNWOMEN P.

## **Annex III**

### **Terms of Reference**

#### **Support to Transformational Leadership Initiative for the Women of South Sudan**

##### **BACKGROUND**

The Comprehensive Peace Agreement (CPA) signed between the Government of Sudan and rebel forces from the South in January 2005 led to the creation of the newest country in Africa - South Sudan on 9th July 2011. The over forty decades of war between North and South Sudan bred a culture of violence that has perpetuated yet more violence. Inter-communal and resource-based conflicts result in death, sexual violence, and displacement. These conflicts continue to disproportionately affect women, who are displaced, face food insecurity and suffer physical violence. Conflicts as a result of border tensions with Sudan continue to occur. The civil war between Sudan and South Sudan resulted in several returnee, refugee and Internally Displaced population groups.

On 15 December 2013, armed violence erupted in the capital city of Juba and quickly spread through the country, directly affecting four of the country's ten states, namely Jonglei, Upper Nile, Unity and Central Equatoria States. Since 15 December, over half a million people have been displaced, including some in excess of 80,000 seeking shelter in UN peacekeeping bases across the country. It is estimated that over 400,000 people may need emergency shelter and household items in the coming months, including the people displaced in UN peacekeeping bases and those seeking refuge in other locations. The number of casualties cannot be confirmed, though it is speculated to be in the thousands.

Armed conflicts pose a multitude of physical and psychosocial threats to people's well-being, especially IDPs. Therefore, a significant need in emergency settings is for rapid interventions that support the well-being of IDP, especially women, children and youth who normally constitutes more than half of the affected population. In the absence of such rapid intervention, the impact of armed conflict could have immediate and long term devastating consequences, some of which are the following: Conflicts, displacement and the resulting difficult living conditions that people experience have enduring effects on peoples' emotional wellbeing, their ability to function effectively in their communities and the social norms and dynamics. Experience from other countries show that if emotional wounds and social tensions are not addressed in the reconstruction process and are not addressed as part of the overall humanitarian response, this can undermine individual's abilities to live productive, fulfilling lives and lay the seeds for future conflict.

##### **UNWOMEN SOUTH SUDAN**

UN Women South Sudan leads coordination of initiatives supporting gender equality and the empowerment of women. Following over 2 years of the establishment of UN Women South Sudan Country Office, there has been an exponential growth of numbers of staff from the initial five to over twenty two, an increase in the resource base, an increase in partners, including non-traditional partners, and expansion of UN Women's scope and areas of intervention. Lessons have been learnt, knowledge products developed, and good practices documented. Hitherto, UN Women in South Sudan has not actively intervened in

humanitarian action as other sister UN agencies possess the requisite capacities for gender integration into such initiatives.

As a result of the reported dire situation of women and girls affected by the current conflict, UN Women South Sudan now intends to consolidate her work by supporting her partners to take action for gender equality and women's empowerment, including a major focus on humanitarian action, peace mediation and reconciliation with the vision for continued development programming for 2014.

Given the impact of the current ongoing humanitarian crisis on the population, especially those in the IDP camps, UN Women has revised its programme strategy to focus on the following:

- Actions for meeting the needs of the people affected directly by the conflict, especially women and girls in the IDP camps.
- Peace Building and reconciliation to include supporting women's engagement in the peace process
- Sustainable Livelihoods and Economic Empowerment of Women and girls to build resilience
- Preventing and responding to violence against women and girls

UN Women also believes that in South Sudan like the rest of Africa, leadership for women, girls, men and boys is imperative for resolving conflict, preventing conflict, building peace and social cohesion and assuring the population of development gains. UN Women intends therefore to also engage in instilling transformational leadership skills with women and girls in partnership with the Africa Centre for Inclusive and Transformational Leadership, Kenyatta University.

### **Expected Outcome:**

There programme will equip and strengthen the capacity of women and youth leaders from across section of institutions at national and State level including young women activist from CSO's, political leaders with transformative leadership skills so as to transform and inspire their communities to look beyond personal interest and at national interest.

### **Why Women Transformational Leadership**

Wars, violent conflicts and famine engendered by oppressive governments have been the popular image of South Sudan. The young nation has gone through a cycle of civil war, varied degrees of tension and instability. Much as most of the conflicts were fuelled by the struggle for natural resources, poverty and structural violence occasioned by horizontal, as well as vertical inequalities, It is important to note that the absence of good political and economic governance and the absence of the minimum requisite of the rule of law and civil institutions needed to sustain economic development, democracy and social justice have been the biggest challenge that still face South Sudan.

In order to have fundamental change in governance system of the young nation, there is need to build transformational leaders in South Sudan. Leaders that will stimulate and inspire their citizens. Leaders that will help South Sudanese grow and develop into leaders by responding to individual followers' needs, by empowering them and by aligning the objectives and goals of the nation, their community, group and their institutions.

This concept paper therefore addresses UN Women's strategic plan for engaging in building

transformational leadership skills of women including young women in South Sudan over the next 10 months. The intervention will focus on three strategic areas; a) Institutional building for the National Transformational Leadership Institute at Juba University; b) Capacity building training on transformational leadership for various categories of leaders, including political Leaders, young women leaders, leaders within the Women movement and women leaders in UNMIS Protection of Civilian Sites c) Building women and girls leadership skills to engage in National Peace Building and reconciliation process.

### **Purpose of the Consultancy:**

The purpose of the consultancy is to provide technical assistance for enhancing the capacity of South Sudanese women on Transformational Leadership for them to be able to transform and influence their community towards good governance and leadership, peacebuilding and nation building in South Sudan. The programme will also contribute specifically; to the establishment of the National Transformative Leadership Institute at Juba University;

To this end, UN Women is seeking for an institution to provide technical assistance for this initiative. The technical assistance will cover the following;

- Enhancing the capacity of women and girls within the various categories mentioned on transformational leadership.

### **Specific Tasks:**

The Offerer is expected to propose methodology, approach and implementation plan to demonstrate how to meet this TOR.

### **Duration**

This entire consultancy is expected to last for 80 working days spread out in six (6) month period from issuance of the consultancy contract.

### **Methodology:**

The methodology will form part of the submission in response to the Request for Proposals

### **Qualification:**

The institution is required to have the following:

- Qualified team members with at least 10 years relevant experience of working on gender equality, transformative leadership and women's human rights in Africa. Experience in East and Central Africa would be an advantage.
- Team members must have at least Advanced degree (Masters Level) in Gender and Development, Governance and Leadership, Law or other relevant social sciences
- Experience with working on building institutional capacities of NGOs especially women's organizations, including report writing
- Ability of team members to spend quality time in South Sudan with travel to the States
- Experience in working with young people
- Experience in facilitating training for adult learners

### **Planning and Organizing:**

- Ability to plan work assignments, establish priorities and to meet strict assignment deadlines.

**Coordination and monitoring:**

- Ability to build strong relationships with clients and to focus on impact and results.
- Demonstrated aptitude to build effective partnerships with a diverse group of stakeholders.
- Capacity to coordinate monitoring activities, to mentor programme/project staff and provide guidance and support.

**Communications:**

- Compelling communication (verbal and written) skills, including ability to prepare reports, formulate and defend sound recommendations and articulate options concisely conveying maximum necessary information.

**Teamwork:**

- Excellent interpersonal skills; capacity to recognize and respond appropriately to the ideas, interests and concerns of others.
- Ability to establish and maintain effective working relations with people in a multi-cultural, multi-ethnic environment with sensitivity and respect for diversity.

**Other necessary information to be included in the Proposal**

- Complete resume of individual consultants
- Contact details for three referees
- Financial proposal

**Duration of Assignment:**

The total duration of the assignment will be for 80 working days, (spread in period of Six (6) month) period after the issuance of the contract.

**Location:**

The consultant will be based in Juba and travel to selected States in South Sudan, if required.

**Reporting:**

The successful institution will work under the overall supervision of the UN Women Country Representative and close supervision of the Team Leader, Governance and Leadership portfolio.

**Qualified female candidates are strongly encouraged to apply.**

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (to Provide Support to Transformational Leadership Initiative for the Women of South Sudan) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign proposal for and on behalf of



## Annex V PRICE SCHEDULE

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 16 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since UNWOMEN 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. UNWOMEN 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 addition to the hard copy, if possible please also provide the information on Compact Disk.

Price Schedule: Request for Proposals for Services				
Description of Activity/Item		Number of Staff	E. Monthly Rate	Estimated Amount
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			