

# REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: August 11, 2022
	REFERENCE: Q-069/22

Dear Sir / Madam:

We kindly request you to submit your Proposal for financial Management training for CSOs and MOBP in South Sudan.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Proposals must be submitted in the online e-tendering system in the following link: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> using your username and password.

**Search for BU:** SSD10 **Event ID:** 0000013376

If you have not registered in the system before, you can register now by logging in using the below username and password, and follow the registration steps as specified in the system user guide in <a href="https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>

**Username:** event.guest

Password: why2change

Your Proposal must be expressed in English language, and valid for a minimum period of Ninety (120) days. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation". This will enable you to receive amendments or updates to the RFP. Should you require further clarifications email; <a href="mailto:procuremenr.info.ss@undp.org">procuremenr.info.ss@undp.org</a>, kindly communicate with the contact person/s identified in the Bid Data Sheet as the focal point for queries on this RFP.

It shall remain your responsibility to ensure that your proposal is submitted into the system by the deadline appearing on e-Tendering portal. Kindly ensure that <u>supporting documents required are signed and in</u>

# pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files <u>MUST BE COMPLETELY SEPARATE</u> and uploaded separately in the system and clearly named as either <u>"TECHNICAL PROPOSAL"</u> or <u>"FINANCIAL PROPOSAL"</u>, as appropriate. Each document shall include the Proposer's name and address. The file with the <u>"FINANCIAL PROPOSAL"</u> must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal. <u>Financial proposals not encrypted with password shall be automatically disqualified.</u>

FOR YOUR FINANCIAL PROPOSAL: INSERT ONLY 1 IN THE SYSTEM AND UPLOAD FINANCIAL PROPOSAL AS PASSWORD PROTECTED DOCUMENT. DO NOT DISCLOSE YOUR PRICE OFFER IN THE SYSTEM.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:	Approved by:	
Name: Solomon Kumba Alibea	Name: Blessed Chirimuta	
Title: Procurement Analyst	Title: DRR Operations	
Date: <b>August 11, 2022</b>	Date: <b>August 11. 2022</b>	

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms did not award a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Yona Samo Procurement Specialist 8/11/2022

# **Description of Requirements**

Context of the					
Requirement	Financial Management training for CSOs and MOBP in South Sudan				
Implementing	N/A				
Partner of UNDP					
Brief Description of the Required Services <sup>1</sup>	The purpose of the consultancy is to provide financial expertise to the CSO partners and the Ministry of Peacebuilding to enable them to implement their activities more efficiently and effectively.  The capacity building will focus on: Organizational Structure and Staffing; Accounting Policies and Procedures; Budgeting and budget controls; Income, Expenditures and payments; Reconciliation; Fixed Assets and Inventory; Financial Management, Integrity, Reporting and Monitoring; Audit; Procurement and Contract Administration; Statutory Obligations; Fraud and other irregularities; Human Resource Management and Risks and Mitigation Mechanisms; and other administrative aspects.  The consultancy firm shall train the staff of the partners and the Ministry on				
	technical features, operating system requirements, support and maintenance of the QuickBooks software that will be installed. The training will also involve practical demonstrations and work practice.				
List and	Development of capacity development plans and training:				
Description of Expected Outputs to be Delivered	<ul> <li>Review of any existing financial and administration policy manuals of the 10 CSO partners and the Ministry of Peacebuilding</li> <li>Prepare capacity development plan for each of the 10 CSO partners and the Ministry of Peacebuilding to address the gaps identified by the HACT Assessment report</li> <li>Prepare a training agenda and deliver a 5-day training for the 10 CSO partners and another 5 days training for the Ministry of Peacebuilding</li> <li>Provision of QuickBooks and training on its use:</li> <li>Provide and install QuickBooks for the 10 CSO partners and the Ministry of Peacebuilding with valid access/passcodes</li> <li>Train the 10 CSO partners and the Ministry of Peacebuilding on how to use QuickBooks</li> <li>Technical support on QuickBooks:</li> <li>Provide after installation support to the 10 CSO partners and the Ministry of Peacebuilding on QuickBooks by addressing questions that may arise from the use of the software.</li> </ul>				
Person to Supervise the Work/Performanc e of the Service Provider	Project Manager, PACC				

<sup>1</sup> Please find attached the detailed TOR.

Frequency of	Based on deliverables
Reporting	Consideration
Progress Reporting	See above
Requirements	
Location of work	<ul> <li>☑ Exact Address/es Juba, South Sudan</li> <li>☐ At Contractor's Location (if applicable; it may be required that part of the desk review and/or report drafting be conducted from the contractor's location)</li> </ul>
Expected duration of work	90 working days
Target start date	5 September 2022
Latest completion date	31 December 2022
Travels Expected	As per TOR
	☑ Security Clearance from UN prior to travelling
Special Security	☐ Completion of UN's Basic and Advanced Security Training
Requirements	☐ Comprehensive Travel Insurance
	☐ Others [pls. specify]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) Implementation Schedule indicating breakdown and timing of	<ul> <li>☐ Office space and facilities</li> <li>☐ Land Transportation</li> <li>☒ Not Applicable</li> <li>☒ Required</li> <li>☐ Not Required</li> </ul>
activities/sub- activities	
Names and curriculum vitae of individuals who will be involved in completing the services	☑ Required ☐ Not Required
Currency of Proposal	<ul><li>☑ United States Dollars</li><li>☐ Euro</li><li>☐ Local Currency</li></ul>
Value Added Tax	☐ must be inclusive of VAT and other applicable indirect taxes
on Price Proposal <sup>2</sup>	
Validity Period of Proposals	□ 60 days

<sup>&</sup>lt;sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

(Counting for the last day of submission of quotes)  Partial Quotes	<ul> <li>□ 90 days</li> <li>⋈ 120 days</li> <li>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</li> <li>⋈ Not permitted</li> <li>□ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</li> </ul>			
Payment Terms <sup>3</sup>	Activity  Prepare capacity development plan for each of the 10 CSO	Deliverables Inception Report with capacity	Time allocated 17 days	Payment 10%
	partners and the Ministry of Peacebuilding and develop a training agenda for the financial management training	development plans and training agenda.		
	Deliver two trainings (One: 5 days financial management training for the 10 CSO partners and Two: another 5 days training for the Ministry of Peacebuilding	Two (2) trainings conducted	10 days	30%
	Provide, install, and train on QuickBooks for the 10 CSO partners and the Ministry of Peacebuilding	QuickBooks installed and partners trained on its use (10 CSO partners and the Ministry of Peacebuilding)	30 days	30%
	Provide after installation support to the 10 CSO partners and the Ministry of Peacebuilding on QuickBooks by addressing questions that may arise from the use of the software (3 support sessions per partner, a day per session)  Total number of working days	Three (3) Support sessions per partner	33 days 90 days	30%
Person(s) to review/inspect/ approve outputs/complete d services and authorize the	PACC Manager			

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<sup>&</sup>lt;sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

disbursement of	
payment	
payment	
Type of Contract to be Signed	<ul> <li>☑ Purchase Order</li> <li>☑ Institutional Contract</li> <li>☑ Contract for Professional Services</li> <li>☐ Long-Term Agreement<sup>4</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</li> <li>☐ Other Type of Contract [pls. specify]</li> </ul>
Criteria for Contract Award	<ul> <li>□ Lowest Price Quote among technically responsive offers</li> <li>☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</li> <li>☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</li> </ul>
Criteria for the Assessment of Proposal	<ul> <li>Technical Proposal (70%)</li> <li>An independent company with proven business experience (5-10 years) in financial management training and development of institutional capacity development plans on finance and administration [15 marks].</li> <li>Evidence of staff and institutional capacity to provide high-quality work on capacity building on financial management and similar thematic areas. The proposed team must be composed of experts who have proven knowledge and relevant work experience in the field of finance, accounting, procurement, and human resources. [15 marks].</li> <li>3-5 years' experience in provision of and training on QuickBooks [15 marks].</li> <li>3-5 years' experience working with civil society organizations and government [10 marks].</li> <li>Experience in working in conflict and post conflict contexts [5 marks].</li> <li>Good presentation, written and spoken communication skills in English and IT Skills. [5 marks].</li> <li>Relevant Academic Background of the team [5 marks].</li> <li>Financial Proposal (30%)</li> <li>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</li> </ul>

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

UNDP will award	☑ One and only one Service Provider
the contract to:	☐ One or more Service Providers, depending on the following factors:
Annexes to this RFP <sup>5</sup>	<ul> <li>✓ Form for Submission of Proposal (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3)<sup>6</sup></li> <li>✓ Detailed TOR</li> <li>☐ Others<sup>7</sup> [pls. specify]</li> </ul>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	Procurement Unit Procurement.info.ss@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	

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<sup>&</sup>lt;sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>&</sup>lt;sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>&</sup>lt;sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>&</sup>lt;sup>8</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

# FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL9

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)

[insert: Location].
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations.
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.
- d) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references.
- e) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

# B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. This description should include, among other things:

- a) Evaluation methodology
- b) Evaluation work plan / timeline
- c) Evaluation matrix

<sup>&</sup>lt;sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

# C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.
- b) CVs demonstrating qualifications; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

# D. Cost Breakdown per Deliverable\*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report with capacity development plans and training agenda.	10%	
2	Report on Two (2) trainings conducted	30%	
3	QuickBooks installed and partners trained on its use (10 CSO partners and the Ministry of Peacebuilding)	30%	
4	Report on Three (3) Support sessions per partner	30%	
	Total	100%	

<sup>\*</sup>This shall be the basis of the payment tranches

# E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
a. Expertise 1				
b. Expertise 2				
C. Expertise 3				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
III. Other Related Costs				

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date



# UNITED NATIONS DEVELOPMENT PROGRAMME TERMS OF REFERENCE

1. Consultancy Information				
Consultancy title: Financial Management Training and Financial Technical Support for Civil Society Organization and Ministry of Peacebuilding, South Sudan				
Supervisor:	UNDP Peace and Community Cohesion – Programme Manager and Advisor			
Duration:	90 working days			
Duty Station Juba – South Sudan				

# 2. Context and Background

The Revitalized Agreement on the Resolution of Conflict in the Republic of South Sudan (R-ARCSS) brought renewed impetus towards stabilizing the fragile situation in the country. Even so, South Sudan continues to face immense political, institutional, social and economic challenges which include a) weak infrastructure for peace; b) illegal long-standing practices like cattle raiding, child and forced marriages and age set youth; c) exclusion of women, youth, minorities and other special interest groups in peacebuilding initiatives, development and governance; d) proliferation and misuse of firearms; and e) climate change induced, and resource-based conflicts. Left unattended, these factors have the potential to reverse peacebuilding gains, increase fragility; impede healing, trust and confidence building and reconciliation and undermine implementation of key R-ARCSS milestones like security sector reforms, demobilization and disarmament processes and gender equality provisions.

To address these challenges, UNDP through the Peace and Community Cohesion (PaCC) is working with local communities in South Sudan to strengthen infrastructure for peace, improve social cohesion and foster reconciliation and healing. The aim of the PaCC project is to build capacities of communities to prevent, manage and resolve conflict in a non-violent manner. PaCC also strengthens community relationships by identifying and strengthening cultural, social and economic connectors that make communities reliant on each other. To achieve this, PaCC has a team in the seven conflict clusters and in Juba who work hand in hand with the Project's Civil Society Organisations (CSOs) partners.

PaCC also works with different government counterparts including the newly created Ministry of Peacebuilding. The Ministry of Peace Building is mandated to create and implement policies and structures that promote peace, nonviolence, dialogue, reconciliation, and social cohesion, as well as to prevent and respond to psychosocial issues and trauma healing amongst South Sudanese communities. The Ministry of Peace Building also strives to ensure peaceful co-existence through promoting dialogue, trust-building and collaboration between and among diverse communities, governmental and non-governmental institutions in developing and implementing policies, that, guarantee freedoms, rights and social justice in accordance with international standards.

The CSO partners for PaCC and the Ministry of Peacebuilding have undergone the Harmonized Approach to Cash Transfer (HACT) micro assessment which identified areas of improvement by the institutions. As part of capacity strengthening for CSO partners and the Ministry of Peacebuilding to enable more effective implementation of project initiatives, the PaCC Project is organizing a training that will focus on financial management guided by the gaps identified in the HACT assessment reports. The training will also focus on preventing sexual exploitation and abuse (PSEA) but the session on PSEA will be delivered by UNDP.

It is for this purpose that UNDP is seeking an international consultancy firm to undertake the assignment.

#### 3. Purpose of the Assignment

The purpose of the consultancy is to provide financial expertise to the CSO partners and the Ministry of Peacebuilding to enable them to implement their activities more efficiently and effectively.

The capacity building will focus on: Organizational Structure and Staffing; Accounting Policies and Procedures; Budgeting and budget controls; Income, Expenditures and payments; Reconciliation; Fixed Assets and Inventory;

Financial Management, Integrity, Reporting and Monitoring; Audit; Procurement and Contract Administration; Statutory Obligations; Fraud and other irregularities; Human Resource Management and Risks and Mitigation Mechanisms; and other administrative aspects.

The consultancy firm shall train the staff of the partners and the Ministry on technical features, operating system requirements, support and maintenance of the QuickBooks software that will be installed. The training will also involve practical demonstrations and work practice.

#### 4. Methodology

The consultancy will be delivered through training and provision of technical support to the partners. The work of the consultancy firm will be informed by the gaps identified in the HACT assessment reports that will be shared by UNDP as well as the UNDP CSO governance manual. The consultancy firm will provide trainers to deliver the training and to support the partners as well as provide the QuickBooks with valid access codes.

#### 5. Scope of work

#### Development of capacity development plans and training:

- Review of any existing financial and administration policy manuals of the 10 CSO partners and the Ministry of Peacebuilding
- Prepare capacity development plan for each of the 10 CSO partners and the Ministry of Peacebuilding to address the gaps identified by the HACT Assessment report
- Prepare a training agenda and deliver a 5-day training for the 10 CSO partners and another 5 days training for the Ministry of Peacebuilding

#### Provision of QuickBooks and training on its use:

- Provide and install QuickBooks for the 10 CSO partners and the Ministry of Peacebuilding with valid access/passcodes
- Train the 10 CSO partners and the Ministry of Peacebuilding on how to use QuickBooks

# **Technical support on QuickBooks:**

- Provide after installation support to the 10 CSO partners and the Ministry of Peacebuilding on QuickBooks by addressing questions that may arise from the use of the software.

6. Deliverables			
Activity	Deliverables	Time allocated	Payment
Prepare capacity development plan for each of the 10	Inception Report with	17 days	10%
CSO partners and the Ministry of Peacebuilding and	capacity development		
develop a training agenda for the financial management	plans and training agenda.		
training			
Deliver two trainings (One: 5 days financial management	Two (2) trainings	10 days	30%
training for the 10 CSO partners and Two: another 5 days	conducted		
training for the Ministry of Peacebuilding			
Provide, install, and train on QuickBooks for the 10 CSO	QuickBooks installed and	30 days	30%
partners and the Ministry of Peacebuilding	partners trained on its use		
	(10 CSO partners and the		
	Ministry of Peacebuilding)		
Provide after installation support to the 10 CSO partners	Three (3) Support sessions	33 days	30%
and the Ministry of Peacebuilding on QuickBooks by	per partner		
addressing questions that may arise from the use of the			
software (3 support sessions per partner, a day per			
session)			
Total number of working days		90 days	

#### 7. Competencies

#### **Functional competencies**

- Excellent understanding of gender equality, women's empowerment, and gender mainstreaming, with reference to women's empowerment in crisis-affected countries.
- Excellent writing skills with a strong background in report drafting.

- Demonstrated ability and willingness to work with people of different cultural, ethnic, and religious background, different gender, and diverse political views.
- Ability to use critical thinking, conceptualize ideas, and articulate relevant subject matter concisely.

#### **Corporate competencies**

- Demonstrated integrity by upholding the United Nations' values and ethical standards.
- Appreciate differences in values and learning from cultural diversities.
- Promotes UNDP vision, mission, and strategic goals.
- Displays cultural, gender, religion, race, nationality and age-based sensitivity and adaptability.
- Demonstrates diplomacy and tact in dealing with sensitive and complex situations.

#### **Professionalism**

- Demonstrates professional competence and mastery of subject matter.
- Demonstrated ability to negotiate and apply good judgment.
- Is conscientious and efficient in meeting commitments, observing deadlines, and achieving results.

#### **Planning & Organizing**

• Establishes, builds, and maintains effective working relationships with colleagues to achieve the planned results.

#### 8. Qualifications of the successful consultant

#### **Education**

 At least one lead trainer should have a master's degree or Advance degree in relevant fields related to finance, administration, accounting, economics and commerce. Other team members should have master's or Bachelors' Degrees on the same fields of study.

#### Experience

- An independent company with proven business experience (5-10 years) in financial management training and development of institutional capacity development plans on finance and administration
- Evidence of staff and institutional capacity on providing high-quality work on capacity building on financial
  management and similar thematic areas. The proposed team must be composed of experts who have proven
  knowledge and relevant work experience in the field of finance and accounting.
- 3-5 years' experience in provision of and training on QuickBooks
- 3-5 years' experience working with civil society organizations and government

#### Other requirements

- Duly registered (evidence of registration and evidence of compliance with statutory laws governing companies) Mandatory
- Experience in capacity development and training of technical/finance staff, especially at leadership level and senior administrative level in government institutions
- Experience in working in conflict and post conflict context including South Sudan
- Good interpersonal skills and ability to work in a multi-cultural and multi-ethnic environment with sensitivity and respect for diversity
- Demonstrable experience in engaging with government institutions and use of tact and sensitivity when handling sensitive information
- Good presentation, written and spoken communication skills in English and IT Skills

#### Language

- Fluency in spoken and written English.
- Knowledge of Arabic is an advantage.

# 9. Institutional arrangements

The consultancy firm will deliver trainings in Juba, South Sudan. The consultancy firm can also make use of the UNDP offices in South Sudan, where necessary and is expected to use their own computer/laptop and cell phone. The firm will also visit the Ministry of Peacebuilding offices and CSO partner's offices for installation and support on QuickBooks.

The consultant will be contracted for 90 full-time working days.

The consultant will report to the Programme Manager & Advisor of the Peace and Community Cohesion Project, UNDP.

#### 10. How to apply

Please submit the following documents:

- Profile (max. 6 pages) detailing suitability, experience, and proposed methodology to successfully accomplish
  the task.
- CVs of the training team.
- At least three references for tasks done within the past three years.
- Financial proposal as per Section 11 below.

#### 11. Financial Proposal

The financial proposal must be expressed as an all-inclusive lump sum amount in USD, presented in the following template:

#### Notes:

- 1. The information in the breakdown of the offered lump sum amount provided by the Offeror will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- 2. The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
- 3. Approved local travel related to this assignment will be arranged & paid by UNDP South Sudan.
- 4. The Contractor is responsible for arranging and meeting the cost of their vaccinations and medical/life insurance.

#### 12. Selection criteria

Offers received will be evaluated using a Combined Scoring method, where the qualifications, experience and proposed approach will be weighted 70%, and combined with the price offer, which will be weighted 30%. Criteria to be used for rating the qualifications and methodology:

Technical evaluation criteria (total 70 points):

- An independent company with proven business experience (5-10 years) in financial management training and development of institutional capacity development plans on finance and administration [15 marks].
- Evidence of staff and institutional capacity to provide high-quality work on capacity building on financial
  management and similar thematic areas. The proposed team must be composed of experts who have proven
  knowledge and relevant work experience in the field of finance, accounting, procurement and human
  resources. [15 marks].
- 3-5 years' experience in provision of and training on QuickBooks [15 marks].
- 3-5 years' experience working with civil society organizations and government [10 marks].
- Experience in working in conflict and post conflict contexts [5 marks].
- Good presentation, written and spoken communication skills in English and IT Skills. [5 marks].
- Relevant Academic Background of the team [5 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points):

All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula:

 $p = y (\mu/z)$ 

where:

- p = points for the financial proposal being evaluated
- y = maximum number of points for the financial proposal
- μ = price of the lowest priced proposal
- z = price of the proposal being evaluated.

# **General Terms and Conditions for Services**

#### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

#### 2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### 3.0 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.

#### 4.0 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.

# 5.0 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 to the provisions of this Contract.

#### 6.0 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.

#### 7.0 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.

#### 8.0 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 the 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:
  - **8.4.1** Name UNDP as additional insured;
  - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - **8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

#### 9.0 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 the 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.

# 10.0 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.

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

#### 12.0 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 United Nations in connection with its business or otherwise.

#### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- **13.1** The recipient ("Recipient") of such information shall:
  - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - **13.2.1** any other party with the Discloser's prior written consent; and,
  - the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- **13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2 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, the 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.
- **14.3** 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.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### 15.0 TERMINATION

- **15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### 16.0 SETTLEMENT OF DISPUTES

- Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

# 17.0 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.

#### 18.0 TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia 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 the UNDP to determine a mutually acceptable procedure.
- 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

# 19.0 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.
- 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.

#### 20.0 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.

#### 21.0 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.

# 22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with

any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### 23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.