

GOVERNMENT OF THE REPUBLIC OF
SOUTH SUDAN



Standard Request for Proposal

**Procurement of Simple
Consulting Services**

Trial Edition March 2025

Preface

Procurement of public financed consultancy assignments is carried out in accordance with policies and procedures laid down in the Public Procurement and Disposal of Assets Act, 2018 (hereinafter called PPDA Act 2018) and Public Procurement and Disposal of Assets Regulations, 2024 (hereinafter called PPDA Regulation 2024).

This Standard Request for Proposal Document has been prepared by the South Sudan Public Procurement and Disposal of Assets Authority for use by Procuring Entities (PEs) in the procurement of simple consultancy assignments..

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in consultancy assignments that are financed in whole or in part by Government funds in accordance with the provisions of the PPDA Act 2018 and PPDA Regulations, 2024.

To obtain further information on procurement of consultancy assignment financed through public funds, contact:

Executive Director

South Sudan Public Procurement and Disposal of Assets Authority

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SECTION I: LETTER OF INVITATION

[Insert Name of Procuring Entity (PE)]

[Insert Logo]

Proposal No:.....

For

[Insert title or brief description of the Consultancy Services]

1. The Government of the Republic of South Sudan has set aside funds for the operation of the *[insert the name of the PE]* during the financial year *[insert the year under financing]*. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the *[insert the name of the contract]*

Or

The *[insert name of PE]* has received/has applied for/intends to apply for a *[loan/credit /grant]* from the *[name of financing institution]* towards the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan/credit/grant]* to cover eligible payments under the contract for *[insert name/no. of contract / grant]*¹.

2. The *[insert name of PE]* now invites proposals to provide the following consulting services: *[insert name of consulting services assignment]*. More details on the services are provided in the Terms of Reference.
3. You are required to provide information indicating that you are qualified to perform the services by submitting updated company particulars, description of similar assignments, experience in similar conditions and relevant skills. You must also submit Financial Proposal in writing.
4. The Technical and Financial Proposal shall each be enclosed in a separate envelope and marked “*Technical Proposal*” and “*Financial Proposal*” respectively. The financial proposal shall be clearly marked “*do not open with the Technical Proposal*”. The two envelope shall then be enclosed in a single envelope and marked *(Insert Bid Number and particulars of the Consultancy Assignment)* and shall be submitted to the *[insert physical address, room number, floor, building/plot]*
5. Deadline for submission will be on *[insert time and date]*. Proposals will be opened promptly thereafter in public and in the presence of Supplier’s representatives who choose to attend in the opening at the *[insert the physical address of the place for bid opening]*.
6. Late proposals, electronic submissions, proposals not received, proposals not opened at the proposal opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

[Insert the title of the Accounting Officer and the name of the PE]

¹*[Insert if applicable].*

SECTION II: INSTRUCTION TO CONSULTANTS

1. In addition to Section I – Letter of Invitation, this invitation consist of the following documents:
 1. SECTION II: Instruction to Consultant
 2. SECTION III: Terms of Reference
 3. SECTION IV: Proposed Contract Format
 4. SECTION V: Integrity
 5. SECTION VI: Technical Proposal Submission Forms
 6. SECTION VII: Financial Proposal Submission Forms
7. The expected duration of the assignment is *(insert duration)* from the date of commencement of the assignment.
8. Proposals must be valid for *(insert validity period of proposals)* from the Closing Date for submission of proposals.
9. You will find in Section III: Terms of Reference (ToR) showing the scope of the assignment to be conducted and services requested from you.
10. You are required to submit your Technical Proposal consisting of comments on the Terms of Reference (ToR) of the assignment; relevant experience in similar assignments; and updated detailed company particulars. The Technical Proposal Shall be submitted using Technical Proposal Forms in Section VI [Technical Proposal Submission Forms]
11. In addition, you are required to submit your Financial Proposal regarding the fees, (the fees should be indicated on a lumpsum basis and reimbursables if any. The Financial Proposal Shall be submitted using Financial Proposal Forms in Section V [Financial Proposal Submission Forms]
12. The following criteria will be used to evaluate your Technical Proposal

SN	Criteria for Evaluation	Weight
1.	General qualification and suitability for task to be performed	30 to 50%
2.	Experience in specific assignment described in the TOR	40 to 50%
3.	Knowledge of the Country	0 to 10%
3.	Proficiency in both English and language	0 to 5%
	TOTAL	100%

The Minimum pass mark is *(Insert Minimum Pass Mark)*

13. You will be contacted if your Technical Proposal scores above the minimum pass mark to negotiate fees and contract terms.
14. You will meet the cost of any insurance and/or medical examination or treatment required in the course of performing the services.
15. If you decide to submit a proposal, it must be received at the place designated for receipt of proposals not later than *(Insert time and date of submission)*.
16. The Consultant shall duly fill and submit integrity form in Section V.
17. You have the right to seek for review of procurement decisions in accordance with the provisions of the Public Procurement and Disposal of Assets Act 2018, and the Public Procurement and Disposal of Assets Regulations 2024.

SECTION III: TERMS OF REFERENCE

The Terms of should be short but with enough details to enable the Consultant understand the nature of the assignment and the expected inputs for carrying out the assignment as well as the expected outputs.

1. **Background** _____
2. **Objective(s) of the Assignment** _____
3. **Scope of Services, Tasks (Components) and Expected Deliverables**
 - 3.1 _____
 - 3.2 *[indicate if downstream work is required]*
 - 3.3 *[indicate if training is a specific component of the assignment]*
 - 3.4 _____
 - 3.5 _____
4. **Team Composition & Qualification Requirements for the Key Experts**
5. **Reporting Requirements and Time Schedule for Deliverables**
6. **PE's Input and Counterpart Personnel**
 - (a) *Services, facilities and property to be made available to the Consultant by the PE:*
_____ *[list/specify]*
 - (b) *Professional and support counterpart personnel to be assigned by the PE to the Consultant's team:*
_____ *[list/specify]*

SECTION IV: CONTRACT AGREEMENT FORM

Draft Contract Agreement Form

THIS CONTRACT AGREEMENT IS MADE THIS *[insert date]* day of *[insert month and year]* between *[insert name and address of the client]* (hereinafter called "*the Client*") on the one hand and *[insert name and address of the Consultant]* (hereinafter called "*the Consultant*") on the other hand.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to as *[insert brief description of the assignment]* and **WHEREAS**, the Consultant is willing to perform these services.

The following documents shall be deemed to form and be read and construed as part of this Agreement;

1. This Contract Agreement;
2. The Client's Notification of Award;
3. Agreed Terms of Reference (ToR); and
4. Minutes of the Negotiation Meeting.

NOW THEREFORE THE PARTIES hereby agree as follows: -

- | | |
|--------------------|--|
| 1. Services | 1.1 The Consultant shall perform the services specified in Terms of Reference, which is made an integral part of this Contract ("the Services").
1.2 The Consultant shall provide the personnel as indicated in the agreed ToR to perform the Services.
1.3 The Consultant shall submit to the Client the reports in the form and within the time periods specified in the agreed ToR. |
| 2. Terms | The Consultant shall perform the Services during the period commencing <i>[insert date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing. |
| 3. Payment | 3.1 Ceiling
For Services rendered pursuant to the agreed ToR, the Client shall pay the Consultant an amount of <i>[insert amount in currency words and figures]</i> This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

3.2 Schedule of Payments
The following payment schedule will be used: - <i>[insert payment schedule as in the ToR]</i>

3.3 Payment Conditions
Payment shall be made in <i>[insert currency]</i> no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4. |

- | | |
|---|---|
| <p>4. Project Administration</p> | <p>4.1 Coordinator</p> <p>The Client designated <i>[insert name of the coordinator]</i> as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p> <p>4.2 Reports</p> <p>The reports listed in the agreed ToR, shall be submitted in the course of the assignment, and will constitute the basis of the payments to be made under this Contract.</p> |
| <p>5. Performance Standards</p> | <p>The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p> |
| <p>6. Confidentiality</p> | <p>The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p> |
| <p>7. Ownership of Material</p> | <p>Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.</p> |
| <p>8. Consultant Not to be Engaged in Certain Activities</p> | <p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> |
| <p>9. Insurance</p> | <p>The Consultant will be responsible for taking out any appropriate insurance coverage.</p> |
| <p>10. Assignment</p> | <p>The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.</p> |
| <p>11. Law Governing Contract and Language</p> | <p>The Contract shall be governed by the laws of the Republic of South Sudan, and the language of the Contract shall be English.</p> |
| <p>12. Dispute Resolution</p> | <p>Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of South Sudan.</p> |

**SIGNED FOR AND ON BEHALF
OF THE CLIENT:**

.....

Signature

(Name).....

(Occupation).....

In the presence of

.....

Signature

(Name)

(Occupation).....

CONSULTANT:

.....

Signature

(Name).....

(Occupation).....

(Address).....

In the presence of

.....

Signature

(Name).....

(Occupation).....

(Address).....

SECTION V: Corrupt and Fraudulent Practices

UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the Republic of South Sudan. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

This company _____ *[name of company]* places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached².

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

²Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

This company _____ *[name of company]* has issued, for the purposes of this bid, a Compliance Program copy attached³ - which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

³Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

SECTION VI: TECHNICAL PROPOSAL SUBMISSION FORMS

FORM TECH 1: Technical Proposal Submission Form

To: *[Name and address of Procuring Entity]*

{Date}

Procurement Number:

Dear Sirs:

I/We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We undertake, if our Proposal is accepted and the Contract is signed, to undertake the Services with the highest standards of professional and ethical competence and integrity

Yours sincerely, _____

Name of Consultant {In full and initials}:

Signature:

FORM TECH2: Description of Approach, Methodology, and Work Plan for Performing the Assignment

(Maximum three (3) pages of A4 Sheet)

{The Technical Proposal must have the following structure:}

1. a) Technical Approach, Methodology, and Organization of the Consultant's team.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

2. b) Work Plan and Staffing.

3. *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology.}*

{Structure of the Work plan}:}

No.	Deliverable ¹	Duration (months/weeks)				
		1	2	n	Total
D-1	{e.g., Deliverable #1: Report A					
	1) data collection					
	2) drafting					
	3) inception report					
	4) incorporating comments					
	5) delivery of final report to Client}					
D-2	{e.g., Deliverable #2:}					

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help to read the chart.

c) Comments on the TOR and on counterpart staff and facilities

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH3: Curriculum Vitae of Consultant

(Maximum four (4) pages of A4 Sheet)

{The Curriculum Vitae must have the following structure:}

Name:

Date of Birth:

Country of Citizenship:

Education:

{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment:

*{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. **Past employment that is not relevant to the assignment does not need to be included.**}*

Membership in Professional Associations:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification.

Name:

Signature:

Date:

SECTION VII: FINANCIAL PROPOSAL SUBMISSION FORMS

FORM FIN1: Financial Proposal Submission Form

To: [Name and address of Client]:

Procurement Number:

{Date}

Dear Sir,

I/We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {*Indicate the corresponding to the amount*}} {*Insert amount in words and figures*}, including taxes.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the proposal validity period specified in the Request for Proposals.

Yours sincerely,

Name of Consultant:

Signature :

FORM FIN 2: Summary of Costs

Item	Cost (SSP)
Cost of the Financial Proposal	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal:	

FORM FIN3: Breakdown of Remuneration

(1) Remuneration

Name of Consultant	Rate (per working day or months in SSP)	Duration (Number of working days or months)	Sub Total (SSP)
Professional Fee*			
Sub Total (1)			

FORM FIN4: Breakdown of Reimbursable Expenses

(2) Reimbursables

Item	Units	Rate (SSP)	Sub-Total (SSP)	Remarks
{e.g., Per diem allowances**}	Day			
{e.g., transportation}	Trip			
{e.g., Communication costs between Insert place and Insert place)				
(e) { e.g., reproduction of reports}	Number			
Sub Total (2)				

Letter of Acceptance

[Letter head paper of the PE]

[date]

To: *[name and address of the Consultant]*

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. *[insert tender number]* FOR *[insert tender description]*

This is to notify you that, your proposal dated *[insert date]* for execution of the Contract Number *[insert Contract number and description, as provided in the Special Conditions of Contract]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted.

You are requested to furnish the Performance Securing Declaration within 3 working days in accordance with the Conditions of Contract, using for that purpose the Form provided under these documents.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: Contract Agreement

Performance Securing Declaration

Date: *[insert **date** (as day, month and year)]*

Contract No.: *[insert **Contract number**]*

To: *[insert **complete name of Employer**]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Consultant of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity in South Sudan for the period of time determined by the Public Procurement and Disposal of Assets Authority in accordance with the procedures stipulated in the Public Procurement and Disposal Act PPDA 2018 and Public Procurement Regulations 2022 if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of all deliverables under the assignment by the Client.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert **complete name of person signing the Performance Securing Declaration**]*

Duly authorized to sign the Contract for and on behalf of: *[insert **complete name of Consultant**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)