Invitation to tender for project advising services in Sudan

Adapted invitation to tender for project advising services in Sudan

Invitation to tender launched in an adapted procedure in accordance with Articles R.2123-1 to R2123-8 of the French Public Procurement Code.

Document no. 1: Technical specifications

Document no. 2: Bidding regulations

Document no. 3: Letter of commitment

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1 Main French Public Procurement Code articles mentioned in this invitation to tender are detailed in Annex 1 of the bidding regulations.
1. **About CFI and its projects in Sudan:**

A subsidiary of the *France Médias Monde* group, CFI, the French media cooperation agency, supported by the French Ministry for Europe and Foreign Affairs, is in charge of the coordination and implementation of public aid policy to promote and enhance media in developing countries. CFI is currently involved in around thirty projects that fall within three major programs: media and governance, media and development, and media and enterprise.

Two of these projects, “Kalimat Sudania” and “Aswatna”, are in Sudan.

“Kalimat Sudania” will run for two years from February 2021 until January 2023 and “Aswatna” will be implemented during the year 2021.

The overall objective of “Kalimat sudania” is to contribute to Sudan’s democratic transition by bridging the gap between citizens and the media. The first specific objective is to promote the inclusion of youth in the society and public debate. To reach this objective, the project will implement a sub-granting programme for media initiatives led by youths and/or relevant to youth and a flanking capacity building programme for the grantees. The second specific objective is to strengthen local journalism as well as the collaboration between journalists and civil society. To reach this objective, the project will provide capacity building support for local journalists and CSO representatives and facilitate exchanges and networking between both target groups.

As for “Aswatna”, its general objective is to contribute to national reconciliation and the democratic transition of Sudan through radio stations, and its specific objective is to strengthen the role of radio in national reconciliation and democratic transition by improving the quality of the information transmitted and by encouraging the production of programs dealing with these subjects through several activities.

2. **Consultancy terms:**

**General description:** CFI is seeking project advising services for its projects in Sudan

**Contract type:** Service contract (consultancy)

**Service provider:** Project advisor (consultant) - self-employed individual

**Country of duty:** Sudan

**Location:** Khartoum, CFI local office
Duration: An average of 10-15 days per month between April 2021 and January 2023

Contract terms: The Service provider will be responsible for the strategic direction and oversight of the projects and will be based in Sudan or neighbouring countries with frequent visits to Khartoum (every 4 to 6 weeks). The Service provider will execute the services described below in accordance with the instructions and guidance of the Project director based in CFI’s Paris office (HQ) and will work closely with the Project coordinator in Sudan.

3. Service description:

3.1 Project supervision
- Provide specific senior expertise regarding the projects’ transversal activities, especially those related to civil society, gender and youth support;
- Contribute to the projects’ monitoring & evaluation and reporting strategy;
- Assist in drafting activity reports;
- Liaise with beneficiaries, partners and stakeholders when needed;
- Ensure the quality of the project’s outputs and external communication with stakeholders;
- Ensure the quality and the compliance of project activities with the communication and visibility plans;
- Help identify communication gaps and priority messages.

3.2 Implementation of activities
- Advise on the coordination mechanisms and activities for the implementation of the components of the projects;
- Assist in monitoring the implementation of project activities;
- Coordinate actions with experts and partners;
- Assist in the organization of trainings and workshops.

3.3 Administration
- Assist in monitoring the project team;
- Assist in monitoring service providers;
- Assess potential risks jeopardizing the team members’ security and CFI activities in the country when needed.

3.4 Representation
- Attend meetings and represent CFI when needed;
- Support the Project coordinator in liaising with local stakeholders and partners.
4. **Service provider language skills:**

Full professional proficiency of English is required. Knowledge of Arabic is considered a strong asset. Knowledge of French is considered an asset.

5. **Service provider experience and competencies:**

- A minimum of 3 years of professional experience in the area of development, cooperation and/or governance;
- Proven expertise in media, civil society, gender and youth support;
- Previous experience(s) in the MENA region;
- Knowledge and understanding of the Sudanese political context;
- Knowledge of the Project Cycle;
- Experience with management of EU-funded projects is considered an asset;
- Ability to perform effectively under high pressure and hardship conditions;
- Ability to work with results-orientation and efficiency in a multi-tasking environment;
- Analytical and practical problem-solving skills;
- Adaptability, sense of integrity and responsibility;
- Strong writing and reporting skills.

6. **Service provider education:**

Advanced degree in administration, political sciences, law, international relations, journalism, media studies or another relevant field.

7. **Termination, collateral and transfer of contract:**

7.1 **Receivership or compulsory liquidation**

In the event that the Service provider goes into receivership or compulsory liquidation, the contract shall be terminated ipso jure after a period of one month from the date of a letter sent by registered post with acknowledgement of receipt to the official receiver or debtor in the case of simplified receivership or to the liquidator in the case of compulsory liquidation, who, in accordance with the provisions of article L.621-28 of the commercial code, has the sole power to demand that the current contract be continued.

If the contract is declared to have been terminated, this shall become effective on the date on which the official receiver or liquidator decides not to continue the performance of the contract or upon expiry of the period of one month stipulated above.

This shall not entitle the Service provider to any compensation.
If it is established that there is a risk that the Service provider's business may be liquidated, the Service provider shall take all necessary steps to provide CFI with the computer codes required for operation of the equipment and software supplied, as well as any developments that may have been made in accordance with the guarantee of futureproofing.

7.2 Termination owing to non-performance

In the event of non-performance by one of the parties of one of its obligations as set out in the contractual documents, the other party may, if it wishes, terminate the contract 15 clear days after sending a registered letter with acknowledgement of receipt to which there has been no response, without prejudice to any action that may be taken for damages.

CFI may provide for the performance of the service at the Service provider's expense and risk, either in the event of non-performance by the latter of a service that, due to its nature, cannot be delayed, or after formal notice has been given by registered letter with acknowledgement of receipt to provide the service within eight days and this has proved unsuccessful. Any increase in expenses in relation to market prices resulting from performance of the services at the Service provider's expense and risk shall be borne by the Service provider.

7.3 Collateral and transfer of contract

It is possible to provide collateral for the contract in accordance with the applicable common law; this can be implemented using a Daily form.

Any transfer of the contract requires the prior written agreement of CFI.

8. Legal disputes:

Except in the event of interim proceedings, the parties undertake to seek an amicable solution in the event of any legal dispute or disagreement between them before considering referring the case to a court of any kind.

To this end, any disagreement between the Service provider and CFI must be the subject of a complaint report drawn up by the parties, which must be communicated within thirty days from the date on which the disagreement arose.

The parties shall then have 2 months in which to respond to this complaint.

If the disagreement persists after this amicable procedure, the parties may commence litigation.

The contract concluded between CFI and the Service provider shall be subject to the provisions of French commercial law.

The language of this contract is English.
Any translation is provided for information purposes only and has no contractual value. In the event of any conflict between the two versions, only the English version of the contract documents shall prevail.

Any dispute relating to the implementation or breach of the contract shall be referred to an ordinary judge and more specifically to the Tribunal judiciaire de Nanterre.