Invitation to tender for administrative and financial services in Sudan

(April 2021 – January 2023)

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Administrative and technical specifications

**General description:** CFI, the French media cooperation agency, is seeking administrative and financial services for its projects in Sudan

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

**Desired start date:** End of March 2021
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 administrative and financial services for its projects in Sudan

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

**Service provider:** Administrative and financial project assistant (consultant) - self-employed individual

**Country of duty:** Sudan

**Location:** Khartoum, CFI local office

**Duration:** An average of 20 days per month between April 2021 and January 2023
**Contract terms:** The Service provider will be responsible for the financial and administrative management of the projects and will be based in the project office in Khartoum, Sudan. The Service provider will execute the services described below in accordance with the instructions and guidance of the Project director and the Administration and Finance team based in CFI’s Paris office (HQ) and will work closely with the Project advisor and the Project coordinator in Sudan.

The contract concluded shall be an administrative contract pursuant to the French Public Procurement Code.

The parties explicitly agree the provisions of the General Conditions of Contract for supplies and services and the General Conditions of Contract for intellectual services shall not apply to this contract.

3. **Service description:**

**Administrative and contracts management:**
- Ensure the smooth and adequate flow of information, within the team in Sudan and with CFI HQ, to facilitate the operations in the framework of CFI regulations;
- Manage and compile the technical and administrative documentation of the projects;
- Handle administrative issues and requests;
- Identify suppliers and Service providers and handle negotiations, procurement and request for quotations;
- Develop plans for purchasing equipment, services, and supplies, in accordance with CFI and donor guidelines;
- Assist in the preparation of draft contracts and monitor contracts with suppliers.

**Financial management**
- Implement and supervise transactional procedures and systems in order to ensure transparent accounting practices and full documentary traceability (invoices, receipts, bank statements, etc.) in accordance with CFI and donor guidelines;
- Oversee and monitor budgets and expenditures and prepare the budget forecast in coordination with CFI HQ;
- Handle financial issues and requests;
- Assist in monthly and yearly financial reporting;

**Implementation of project activities:**
- Assist in the preparation and implementation of activities;
- Assist in monitoring service providers’ performance;
- Assist in preparing activity reports;
- Assist in monitoring the security situation in the country.

**Communication and logistics:**
- Assist in providing content for reporting purposes;
- Assist in the organization and planning of meetings, events, workshops, trainings and
travel;
- Maintain office supplies at appropriate levels by anticipating need and placing orders;
- Act as the first point of contact within the office, answering general requests and enquiries.

4. **Service provider language skills:**

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

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

- A minimum of 5 years of general professional experience and 3 years in operational, administrative and financial management in development or humanitarian or similar projects;
- Previous experience(s) in Sudan;
- Knowledge of Sudan fiscal policy and national accounting legislation;
- Knowledge of financial reporting procedures and accounting principles;
- Knowledge of procurement;
- Experience within EU-funded projects is a strong asset;
- Proficiency in MS office;
- Knowledge of the media sector in Sudan is a strong asset;
- Adherence to the values of the projects;
- Ability to work and coordinate with a wide range of partners;
- Ability to work within tight deadlines and under pressure;
- Excellent organisational skills with proficiency in the use of MS Office;
- Adaptability, sense of integrity and responsibility.

6. **Service provider education:**

Degree in administration, business, finance, political science, or another relevant field.

7. **Tender price:**

The amount of the Tender cannot exceed 36 000 € excluding VAT.

The price, expressed in euros, shall be regarded as the total fixed price and in particular shall include the following:
- any tax and parafiscal charges that must be levied on the service;
- all fees and travel costs and all ancillary expenses necessitated by meetings that must be scheduled with the various departments of CFI and the Service provider;
- all fees and travel costs and all ancillary expenses that are necessary in order to gain the knowledge in the field that is required (particularly national and international transport costs, visas, insurance, accommodation and meals in the areas being assessed, although this is not an exhaustive list);
- the services involved in conducting the responsibilities described in this tender;
- costs for secretarial work, particularly for photocopying.

If VAT applies under territorial regulations, VAT shall be added to the amount of the invoices at the applicable rate when the invoices are drawn up. If this rate changes during the period of the contract, the new rate shall apply ipso jure.

The price shall be fixed for the full period of performance of the contract.

The price shall be paid in accordance with the following schedule:
Monthly invoicing mentioning the number of days invoiced and accompanied by a timesheet.

The services that are the subject of the contract shall be paid for in arrears, within 30 days of the end of the month in which the invoice is received.

8. **Security:**

The requested services require that special attention be paid to safety. The Service provider will have to take all the necessary measures to ensure his/her safety when carrying out the needed tasks, in particular in the regions classified as “red zone” and “orange zone” by the French Ministry of Europe and Foreign Affairs.

9. **Submission of application and tender:**

The submission shall take place in a single phase, in which the applications and tenders shall be analyzed.

They shall be submitted to CFI only in electronic format (Word, Excel and / or PDF) by email at the following address: indra.elhage@cfi.fr

The emails containing the tenders should indicate the following subject “**Tender / Administrative and financial services in Sudan**” and must be received no later than: **Tuesday 9 March, at 6.00 pm GMT.**

The period of validity of the tenders is 120 days from the deadline for receipt.

This deadline must not be exceeded. No tenders submitted after the date and time shown above will be taken into account.

Documents that are submitted after the date and time shown, or for which
acknowledgement of receipt is delivered after the date and time shown, will not be examined.

The candidates will indicate in the body of the message the exhaustive list and the exact title of the files sent. In the event of excessively heavy files, applicants are invited to send them by WE TRANSFER or any other electronic transmission software to the same address, after having informed CFI by email at the same address, indicating the exhaustive list and the exact title of each of the transferred files. CFI will send a response email to each candidate to confirm receipt of the documents. Applicants will thus be able to ensure proper receipt of all documents by CFI.

The tender received from the candidate shall contain the following documents:

A- Under the application:

- A letter of application accompanied by the power of the person authorized to sign;
- An up-to-date extract from the candidate's registration in the Trade and Companies Register (Business registration for a company) *
- A statement of turnover for the last three financial years available *
- A statement indicating the candidate's average annual workforce, and their seniority;
- References of projects similar to the one covered by the contract over the last three years, with the following information: name of the client, brief description of the service, date of completion, contact with the client;
- The technical and administrative specifications, initialed on all pages, dated and signed with the handwritten mention "read and approved" and stamped with the company stamp on page 1;
- References for similar contracts during the last five years (at least 2 references);
- The present Invitation to tender, initialed, dated and signed, with a note stating "read and approved";
- Any other documentation that the candidate may consider useful (optional).

In addition, the successful tenderer must provide, as soon as possible without exceeding seven (7) days from the sending of the email from CFI making the request, the following documents:

- The documents provided for in Articles D8222-5 and D8222-8 of the Labor Code *
- The attestations and certificates issued by the competent bodies proving that he has met his fiscal and social obligations *
- Bank account details (IBAN).

CFI invites candidates to make sure, as soon as their offer is made, that they will be able to provide all these documents within this period. If the candidate is unable to send all these
documents to CFI at the end of this 7-day period, his offer will be rejected, and he will be eliminated. The next candidate will then be asked to produce the requested documents before the contract is awarded to him. If necessary, this procedure may be reproduced if suitable tenders remain. If the remaining tenders, although consistent with the subject of the contract, are not acceptable, the procurement procedure may be declared unsuccessful.

* For foreign bidders, it will be necessary to provide a certified copy of an equivalent document.

B – Under the offer
- A quotation with the daily amount billed;
- A CV or outline of relevant skills and experience;
- Any other documentation that the candidate may consider useful (optional).

The offer must be written in English. Any application that is incomplete shall be rejected.

10. Evaluation of tenders:

Only applications that are complete, do not show any irregularities, contain all the documents requested and are received by the deadline, shall be examined. Any other applications shall be rejected. Tenders that are in order shall be analyzed one by one and then comparatively.

Based on this analysis, CFI may invite candidates to give an oral presentation if applicable and may ask them to give further details or additional information that it considers necessary with regard to the content of their tender.

CFI may introduce a phase of negotiations relating to the price, quality or deadlines of the contract or components of the performance of the contract, which shall be formalized in written exchanges, the duration of which may not exceed 15 days. The candidate might also be asked to undergo a technical test during this period.

Tenders shall be evaluated and classified in accordance with the following weighted criteria:

| Experiences                                      | 50 |
| Qualifications (education, competencies and references) | 40 |
| Costs of the service excluding VAT               | 10 |

The evaluation will be based on a total score of 100.

The contract shall be awarded to the candidate that submits the tender with the highest overall score.

We would like to point out that the contract will not necessarily be awarded to the candidate who asks for the lowest price.
The successful tenderer must provide, as soon as possible, without exceeding seven (7) days counting from the registered letter with acknowledgment of receipt or from the email from CFI making the request, the fiscal and parafiscal certificates.

If an offer appears abnormally low, CFI may reject it by reasoned decision after having requested in writing the details it deems useful and verified the justifications provided.

11. Information:

Any technical and/or administrative information may be requested by email only, at indra.elhage@cfi.fr, no later than 15 days before the deadline for submission of tenders.

CFI shall communicate its responses to questions no later than 10 days before the deadline set for receipt of tenders. All questions and responses will be shared with other candidates.

12. Ownership and confidentiality:

Ownership of the results:

CFI shall have complete control of the deliverables of the assignment from the point at which full payment is made for each phase of the service. CFI may use them as it sees fit within the context of its mandate and its activities. The candidate shall not report the content of the assignment or deliverables or use them in any way without obtaining the advance written permission of CFI.

CFI will transmit these results to the EU and Centre de crise et de soutien, which can use them as they see fit within the framework of their mandate and activities.

Confidentiality:

CFI is the owner of all technical, administrative, financial and legal documents that it supplies during the bidding process, with the exception of information that was distributed to the public before these documents were supplied and/or that has officially fallen into the public domain.

Any reproduction, exploitation, use or representation in any form or using any medium is strictly prohibited (Intellectual Property Code). Nevertheless, in order to comply with requirements in terms of the number of copies of documents to be supplied, the candidates may reproduce these documents as many times as necessary, on the explicit condition that these are strictly for internal use.

Information that is liable to be brought to the attention of candidates during the process of this invitation to tender shall be provided solely in order to enable them to submit a tender.

The candidates agree not to disclose this information by any means, nor to use it to their
advantage.

The candidate therefore undertakes, with regard to all information communicated by CFI, with the exception of information that was distributed to the public before this communication and/or that has officially fallen into the public domain:
- not to communicate, disclose or reveal to third parties any information communicated by CFI, whatever the content of this information;
- not to use, either directly or indirectly, any information communicated by CFI, whatever the content of this information;
- not to communicate, disclose, reveal, use, exploit or market, either directly or indirectly, the documents, methods, tools, know-how, manufacturing secrets or processes communicated by CFI;
- to return all documents that have been supplied by CFI upon conclusion of this bidding process;
- to ensure that its advisers comply with this confidentiality clause if they have access to the information and/or documents supplied.

In the same way, CFI may use documents supplied by the candidates only within the context of its mandate and its activities.

This confidentiality obligation shall apply indefinitely.

Guarantees:

The Service provider declares that it has the rights to operate the services that are the object of this contract, with no restrictions or reservations.

The Service provider shall guarantee CFI against any appeal or action that any person or company that has been involved directly or indirectly in the provision of the services could take on any grounds in connection with CFI's exercising of its rights.

The Service provider shall guarantee CFI against any appeal or action that may be taken by natural persons or legal entities that have not been involved in production or implementation but that believe they have rights of any kind that they can assert over all or part of the services or their operation by CFI.

13. Termination, collateral and transfer of contract:

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.

**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.

**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.

**14. 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 administrative 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 must be brought before the Tribunal judiciaire de Nanterre.

15. Commitment to consultation:

By responding to the consultation, the candidate has accepted the conditions thereof. Even unsigned, his application and his offer engage him for the period provided for in these consultation rules. He cannot disengage during this period.

16. Contact details of the person responsible for the contract:

The person responsible for the contract is the Chairman and CEO of CFI, Mr. Thierry Vallat, 62 rue Camille Desmoulins, 92130 Issy-les-Moulineaux.

Approved by the Service provider: 

Approved by the representative of CFI:

CEO

Mr. Thierry Vallat

[Place] 

Issy-les-Moulineaux 

[Date] 

[Date]

Stamp and signature 

Stamp and signature