

# **Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme**

Funded by the European Commission

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Nations Development Programme



Technical Guidelines for the Call for  
Proposals 2005

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## LIST OF ACRONYMS

ABEAS	Annual Budget Estimate and Activity Schedule
AMU	Action Management Unit
APR	Annual Progress Report
EC	European Commission
ECHO	European Commission Humanitarian Office
EDF	European Development Fund
EU	European Union
FMO	Framework of Mutual Obligations
FR	Final Report
GoS	Government of Sudan
GoSS	Government of Southern Sudan
IDP	Internally Displaced People
LGA	Local Government Authorities
LRRD	Linking, Relief, Rehabilitation and Development
NAO	National Authorizing Officer
NGO	Non Governmental Organization
NSA	Non State Actor
PD	Project Document
PRC	Policy and Review Committee
QPR	Quarterly Progress Report
RRP	Recovery and Rehabilitation Programme
SPLM	Sudan Peoples' Liberation Movement
UN	United Nations
UNDP	United Nations Development Programme
VAT	Value Added Tax
WFP	World Food Programme

# 1. The Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme (RRP)

## 1.1. Introduction

European Union (EU) formal development assistance to Sudan was halted in 1990. The European Commission (EC), through its humanitarian office - ECHO - continued to provide substantial humanitarian and other assistance to the Sudanese population through NGOs and UN agencies. The EU committed to re-launch formal development co-operation to Sudan upon the signature of the peace agreement between the Government and the Sudanese People's Liberation Movement (SPLM). The re-launching of development assistance paves the way for the release of significant frozen and new funds from various EU sources.

The Contracting Authority for the European Development Fund (EDF) is the National Authorising Officer (NAO) of the Government of Sudan. Wealth from accumulated Stabex funds is available to contribute to the recovery of the productivity sectors. The administration of these funds is dealt with under a Framework of Mutual Obligations (FMO) and the **Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme (RRP)** will utilise €50M of the Stabex funds to provide 'quick start' agricultural and rural development interventions, implemented by NGOs and other non-state actors. The remaining Stabex funds will be utilised for medium to long-term interventions in the same sectors. The **RRP** will be implemented by the United Nations Development Programme (UNDP) through a Contribution Specific Agreement with the NAO, endorsed by the EC. A Policy and Review Committee (PRC) will have oversight of the Contribution Agreement operations. The Committee will be chaired by the NAO and will include representation from the Sudanese authorities, the EC, and UNDP. The NAO will delegate the necessary powers to the Deputy NAO for the South, so that he may chair the meetings concerning the southern projects.

The Programme will be realised through NGO/NSA consortia receiving funds for post-conflict recovery and rehabilitation projects at county/locality level, over a four-year period. NGOs and other non-profit, non-state actors are essential partners in the implementation of immediate post-conflict support. NGOs and other non-profit, non-state actors have a specific comparative advantage over other implementing partners in the execution of community based support and possess a level of local knowledge and experience which many other implementing partners do not have. The RRP will provide the foundations for increased productivity from the 'grass roots'. It should be seen as a transitional tool for strengthening the links between relief, rehabilitation and development (LRRD)<sup>1</sup> moving towards the sustainable reconstruction of Sudan. The proposal submitted by the Applicant needs to show that the project is relevant to the objectives and priority issues of this programme.

## 2.1. Objectives of the Programme and Priority Issues for 2005-8

The objective of this intervention is to reduce the prevalence and severity of poverty and increase food security amongst conflict affected rural households across Sudan by achieving tangible improvements at the community and local authority level. This will take into account the extent and immediacy of IDP return. The priority issues are as follows:

- to link relief, rehabilitation and development.
- to ensure that a high proportion of total project expenditure is accrued directly to the target communities.
- to use a flexible and pragmatic process-oriented approach with the active involvement of beneficiary communities in all stages of the project cycle and emphasis on building self-reliance and beneficiary ownership.
- to ensure sustainability of actions by supporting capacity building within local government authorities (LGAs). LGAs will be fully involved with programming to allow them the ability to

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<sup>1</sup> Linking Relief, Rehabilitation and Development - An assessment. Communication from the Commission to the Council and the European Parliament. Brussels 23.04.2001. COM (2001) 153 final (23pps)

- resume their core functions and responsibilities.
- to ensure coordination with other donors' interventions.

### **3.1. Financial Allocation Provided by the Contracting Authority**

The total cost of the Programme financed by the NAO/EC is €50 Million. The financial allocation is as follows:

- €44,400,000 is the global indicative amount made available for the implementation of projects under this Call for Proposals and that, while respecting the contribution parameters stated below, 50% of this indicative amount will be allocated to projects located in the areas under the responsibility of the Government of Southern Sudan (GoSS).
- €2,242,000 is reserved for contingencies
- €250,000 is reserved for an independently contracted external evaluation of the UNDP management and administration of the Programme on behalf of the NAO;
- €3,108,000 as the UNDP (7%) fee for the management and administration of the Programme

UNDP will sign Project Documents with selected Applicants. Though the stated intention is to utilise the full €50 million if possible, the PRC reserves the right not to award all available funds and UNDP is obliged to reimburse the Sudan-Stabex bank account with the unutilised funds. The PRC reserves the right to ensure that there is an adequate balance in terms of assistance coverage across conflict-affected areas in Sudan, also taking into account the interventions of other donors.

#### **Size of contributions**

Contributions requested under this Programme must fall between the following minimum and maximum amounts:

- minimum amount: €3,000,000
- maximum amount: € 8,000,000

The contribution may be up to 100% of the total eligible project costs (see also section 2.1.4). In the case of co-financing, the balance must be financed from the Applicant's or Partners' own resources, or from sources other than the European Community budget.

A contribution for a project under this Programme may not be for an amount less than 50% of the total eligible costs of the project.

## 2. Rules of this Call for Proposals

### 2.1 Eligibility Criteria

There are four sets of eligibility criteria, relating to:

- The type of partnerships necessary,
- Organisations which may request a contribution or be a Partner or Associate,
- Projects for which a contribution may be awarded,
- Types of cost which may be taken into account in setting the amount of the contribution.

#### 2.1.1 Partnerships and the consortia approach

In the specific context of this programme a *consortium* will be made up of NGOs and other non-profit non-state actors (NSAs<sup>2</sup>):

- One NGO or National Society of the Red Cross movement will be designated by the members of the consortium as their representative. This organisation will be considered by UNDP as the **Applicant**.
- At least one other NGO or National Society of the Red Cross movement must be a member of the consortium as a **Partner**.
- At least one Sudanese NSA must be a member of the consortium as an **Associate**.

All three constituent parts *must* be present. All members of the consortium must sign the **Partnership Statement**<sup>3</sup> attached to the application form. This statement sets out the relationship between the members of the consortium.

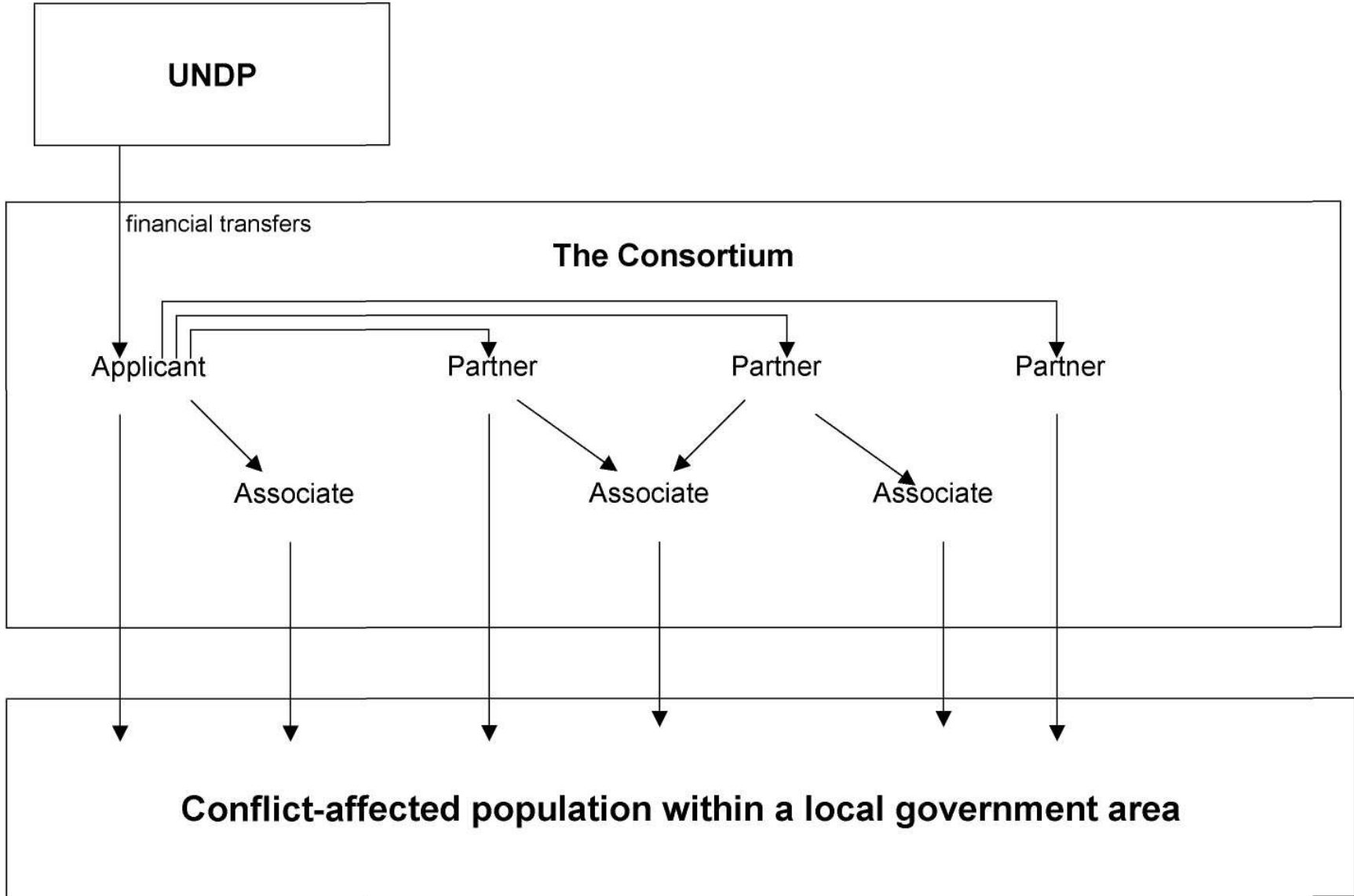
- **The Applicant:** The Applicant will sign the Project Document with UNDP on behalf of the consortium. After signature the Applicant will become the "**Executing Agent**". Applicants must meet the **eligibility criteria** referred to in section 2.1.2. The Applicant participates in designing and implementing the Project.
- **The Partners:** The Applicant's Partners participate in designing and implementing the Project and the costs they incur are eligible in the same way as those incurred by the Applicant. The minimum number of Partners required for a consortium is one. An organisation may act as a Partner in several consortia. Applicant's Partners must meet the **eligibility criteria** referred to in section 2.1.2.
- **The Associates:** Sudanese NSAs *must* be involved in the Project. Such organisations will be known as Associates. Such Associates play a real role in the Project and directly benefit from the actions of the qualified Applicant and/or Partners. Associates can utilise funding under the control of the Applicant and/or Partners for implementing specific activities. The minimum requirement for a consortium is one Associate. While Associates do not have to meet the same eligibility criteria as Applicants/Partners, they must be Sudanese, non-profit NSAs and registered as such in Sudan (see section 2.1.2).

Once their proposals have been selected by the PRC the official formation of each Consortium will be done at State level (or "Special Administrative Area"<sup>4</sup> level) in the State/"Special Administrative Area" in which each project will be implemented.

<sup>2</sup> NSAs are organisations of Civil Society "in all its forms according to National characteristics" as stated in Article 6 of the Cotonou Agreement; such as Sudanese NGOs, Community Based Organisations, Village Development Committees, other ad hoc committees for developing local social or economic services (e.g. *Parent Teacher Associations PTAs*).

<sup>3</sup> Annex A "Contribution Application Form" Section E - Consortium Partnership Statement.

<sup>4</sup> The Protocols of the Peace Agreement resolving the conflict in Blue Nile, South Kordofan and Abyei recognise the whole state in the case of the first two areas but create a "Special Administrative Area" for Abyei, For the purpose of this Call for Proposals the Area of Abyei will be considered an individual entity (as for a State) and as such will be eligible for its own project.



The consortium shall ensure that the project is carried out in accordance with the Annual Budget Estimate and Activity Schedule (ABEAS) contained in the Project Document (Annex D). The consortium may subcontract parts of the Project (works and services), preferably to local operators, provided the tasks to be sub-contracted are of a limited and specific nature. Subcontractors may be commercial enterprises. The Executing Agent will forward to the UNDP all contractual documents it may establish with subcontractors. Subcontractors are neither Partners nor Associates. For all subcontracts whose value exceeds \$2,500, subcontractors must be duly registered with the relevant national authority.

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### 2.1.2 Eligibility of Applicants, Partners and Associates

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- (1) In order to be eligible as an Applicant or Partner, organisations must:
  - be a non-profit legal entity;
  - be a registered non-governmental organisation or National Society of the Red Cross movement and independent of public administration. Organisations must be registered in their country of origin and in Sudan at the time of application;
  - be directly responsible for the preparation and management (administration and implementation) of the Project, not acting as an intermediary;
  - have stable and sufficient sources of finance to ensure the continuity of their organisation throughout the project;
  - have an organisational and management structure that contains the experience and capacity to manage and implement projects corresponding with the size and nature of those covered by the proposal;
  - be able to show relevant thematic experience in post conflict recovery, community based development, capacity building, integrated project implementation;
  - be able to demonstrate a proven track record of working in Sudan;
  - for those organisations implementing programmes in Sudan under other funding, they must be able to show a distinct separation of resources and adequate accounting management capacity.
- (2) Potential Applicants or Applicants' Partners may not participate in the Call for Proposals or be awarded a contribution if:
  - (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - (b) they have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata* (i.e., against which no appeal is possible);
  - (c) they are guilty of grave professional misconduct proven by any means which UNDP can justify;
  - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with Sudan;
  - (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the United Nations' and/or European Union's financial interests;
  - (f) they have been declared to be in serious breach of contract for failure to comply with their contractual obligations in connection with a procurement procedure or other grant/contribution award procedure financed by the UNDP or EC.



Applicants and Applicants' Partners are also excluded from participation in Calls for Proposals or the award of contributions if, at the time of the Call for Proposals, they:

- (g) are subject to a conflict of interests;
- (h) are guilty of misrepresentation in supplying the information required by UNDP as a condition of participation in the Call for Proposals or fail to supply this information;
- (i) have attempted to obtain confidential information or influence the evaluation committee or the PRC during the evaluation process of current or previous Calls for Proposals.

In the cases referred to in points (a), (c), (d), (f), (h) and (i) above, the exclusion applies for a period of two years from the time when the infringement is established. In the cases referred to in points (b) and (e), the exclusion applies for a period of four years from the date of notification of the judgement.

Applicants must supply with their applications a sworn statement that they and their Partners do not fall into any of the above categories (a) to (f).

(3) In order to be eligible as an Associate, organisations must be:

- Sudanese, non-profit, Non-State Actors and registered as such in Sudan<sup>5</sup>.

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### 2.1.3 Eligible Projects: Projects for which an application may be made

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a) Duration

The duration of a Project may not exceed forty eight (48) months comprising up to six (6) months of lead-in time, thirty six (36) months of funded, annual programming and six (6) months of closure that incorporates the final audit.

b) Sectors and themes

Projects must relate to sectors or themes, which aim to reduce the prevalence and severity of poverty and increase food security. They must aim to achieve sustainable improvements in the quality of rural livelihoods and take into account the extent and immediacy of IDP, refugee and ex-combatant return, especially incorporating seasonal Food for Work (FFW) programmes in the early stages, in collaboration with WFP. The themes of 'increasing productivity' and 'improving food security' should be understood as broad areas. **All Projects must demonstrate clear linkages to local development plans (where existing) and inclusiveness and participation of local government authorities (LGAs) in the planning, implementation and monitoring stages.** The Project must also emphasise the significance of strengthening the capacities and skills of local NGOs and other non-profit NSAs so that they may take up their functions in the recovery and development of Sudan. All Projects should demonstrate links/compatibility with other programmes or donor activities in the proposed project area. This is especially important for projects proposed in the States of Red Sea, South Kordufan, Blue Nile, the Special Administrative Area of Abyei, Northern and Western Bahr al Ghazal, Bahr el Jebel and Lakes, where the EC is funding the Sudan Productivity Capacity Recovery Programme through FAO and wherever other EC funded Humanitarian Plus (1 and 2) programmes are in operation. Further information on these programmes may be obtained from the Delegation of the European Commission in Khartoum.

c) Location

The choice of geographical location of a Project proposal should be guided by the following criteria:

- the Project must address the needs of "conflict affected populations".
- the location must have sufficient stability for rehabilitation and longer term development to be feasible.
- the minimum geographical area covered by the Project must be one county/locality. A Project can cover more than one locality/county as long as they are contiguous (unless

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<sup>5</sup> *Op cit.* foot note 2 on page 3

justified) and wholly within the same State or the "Special Administrative Area" of Abyei)<sup>6</sup> (see Map 1 and (e) below).

- In principle and unless agreed by the PRC for specific situations, there will not be more than one project selected in any one State or the "Special Administrative Area" and, given the parameters of the financial envelope, not every State/"Special Administrative Area" will be awarded a Project.

d) Type of activities

Types of activities that are eligible are, *inter alia*:

- rehabilitation and development of social and civic infrastructure
- rehabilitation and development of physical infrastructure related to production, water and sanitation, education and health
- rehabilitation of productive capacities
- income generation
- micro-financing with a cost recovery element
- access to services and markets
- sustainable natural resource utilisation and management
- human resources skills development
- technical and vocational training
- de-mining

A Project should include as many of these different activities as possible to enhance community recovery. Where possible, the above should be treated as micro projects in which activities of limited scale and scope can be entrusted to local communities, possibly under a Grant Contract, supervised technically by the appropriate member of the consortium for implementation in the framework of the Project. Implementation will be financed by the Project up to 75% of total cost, the remaining 25% being supplied in kind, cash or labour by the community.

***All proposed activities must explicitly describe the linkages with local government authorities, including their involvement and participation in local development planning processes including long term sustainability, definition of technical and quality standards, project implementation and monitoring.***

The following types of activities are ineligible:

- individual sponsorships for participation in workshops, seminars, conferences, congresses;
- individual scholarships for studies or training courses;
- grant making with no adequate provision for sustainability;
- providing community services which attempt to create a parallel service to that supposed to be provided by local government authorities.

e) Number of proposals and contributions per Applicant / Partner

An organisation, acting as an Applicant may take part in the submission of more than one proposal.

An organisation, acting as a Partner may take part in the submission of more than one proposal and consequently may be a Partner in several Projects.

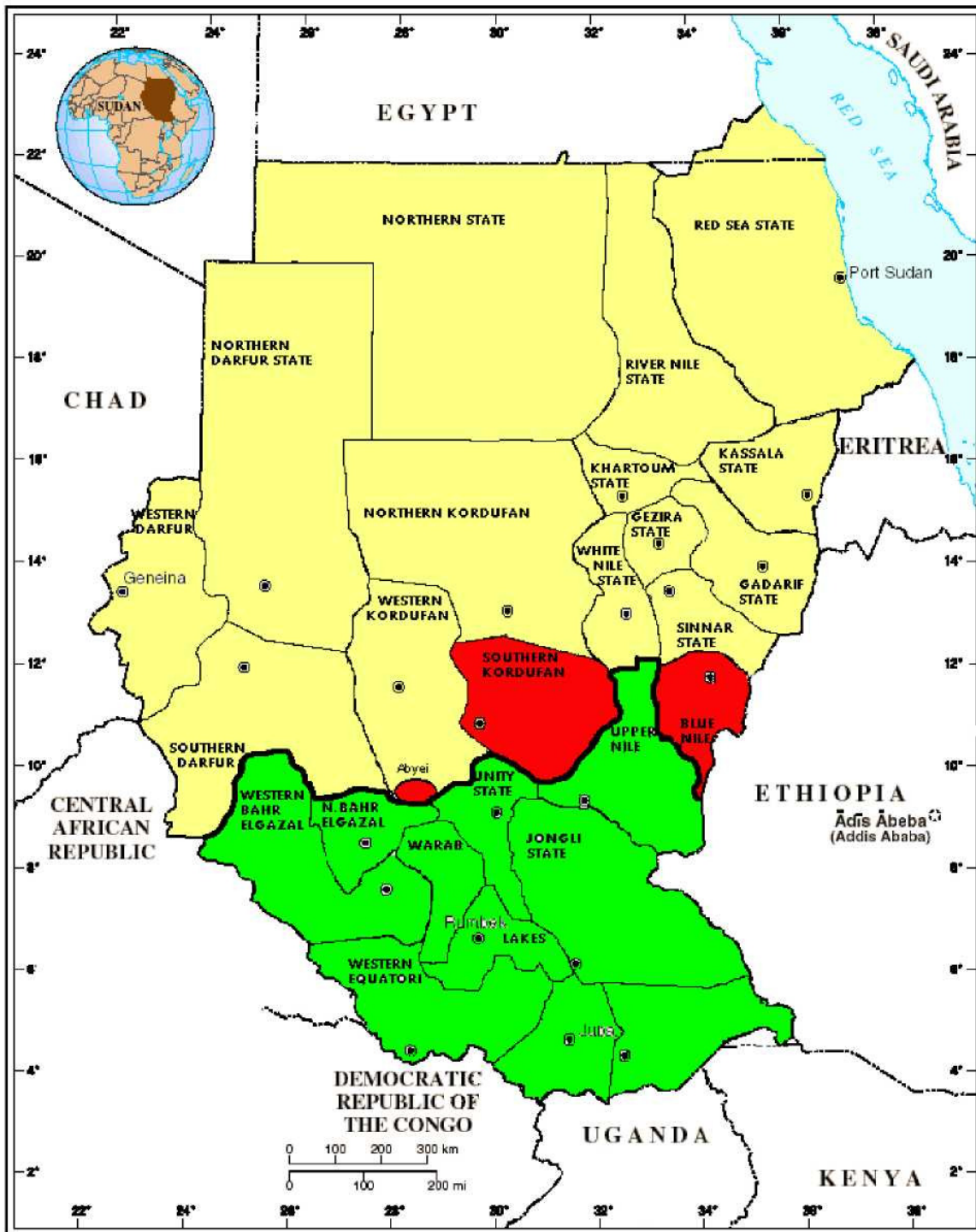
In the case that more than one submission is made, the onus is upon the organisation concerned to demonstrate that they have the technical, financial and organisational capacity to undertake the separate projects AND that the specific on-ground personnel are dedicated to that particular project and not shared. Special derogation to the "no staff-sharing" requirement may be made for specialist organisations (such as those dealing with land-mines) provided that they have specific limited time input to any one consortium and can demonstrate that they will be able to fulfil their commitments.


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<sup>6</sup> *Op cit.* foot note 4 on page 3

# MAP 1


## SUDAN- Administrative Boundaries



 North- South Boundaries

 The three "Areas" of Abyei, South Kordufan and Blue Nile as described in the protocols of the CPA. (NB: schematic representation of boundaries only)

 Government of Sudan (GoS)

 Government of Southern Sudan (GoSS)

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#### 2.1.4 Eligibility of costs: costs that may be taken into consideration within the Project

Only "eligible costs" can be taken into account. These are detailed below. The budget is therefore both a cost estimate and a ceiling for "eligible costs". Note that the eligible costs must be based on real costs, not lump sums (except for travel and subsistence costs and indirect costs).

Recommendations to award a contribution are always subject to the condition that the checking process, which precedes the signing of the Project Document, does not reveal problems requiring changes to the budget. The checks may give rise to requests for clarification and may lead the UNDP to impose reductions.

It is therefore in the Applicant's interest to provide a realistic and cost-effective budget.

##### Eligible direct costs

To be eligible under the call for proposals, costs must:

- be necessary for carrying out the Project, be provided for in the Project Document annexed to these Guidelines and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
- have actually been incurred by the Applicant or its Partners during the implementation period of the Project, whatever the time of actual disbursement by the Applicant or a Partner; this does not affect the eligibility of final audit costs;
- be recorded in the Applicant's or the Applicant's Partners' accounts or tax documents, be identifiable and verifiable, and be backed by originals of supporting documents.

Subject to these conditions and where relevant to the Project Document development procedures being respected, eligible direct costs include:

- the cost of staff assigned to the Project, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the Applicant or its Partners, as the case may be;
- travel and subsistence costs for staff taking part in the Project, provided they do not exceed those normally borne by the Applicant or its Partners, as the case may be; any flat-rate reimbursement must not exceed the scales approved annually by the UNDP;
- the cost of purchasing equipment (new or used) and services, provided they correspond to market rates;
- the cost of consumables and supplies;
- subcontracting expenditure, including works and grants;
- costs arising directly from the requirements of the Project Document (dissemination of information, evaluation specific to the Project, audit, translation, printing, insurance, etc.) including financial service costs (in particular the cost of transfers).

##### Ineligible costs

The following costs are not eligible:

- debts and provisions for losses or debts;
- interest owed;
- items already financed in another framework;
- purchases of land or buildings, except where necessary for the direct implementation of the Project, in which case ownership must be transferred to the final beneficiaries at the end of the Project;
- currency exchange losses;
- taxes, including VAT, unless the Applicant (or the Applicant's Partners) cannot reclaim them and the applicable regulations authorise coverage of taxes;
- inputs that are the subject of a contribution in kind (e.g. land, immovable property whether in its entirety or in part, durable capital goods, raw materials, unpaid charity work by a private individual or corporate body).

### Eligible indirect costs (overheads)

A lump sum not exceeding 7% of the direct eligible costs of the Project may be claimed as indirect costs to cover the organisations' (Applicant and Partner(s)) overheads at country office and HQ level that are associated with the Project.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the Project Document budget.

## **2.2 How to Apply, and Procedures to Follow**

### *2.2.1 Application form and supporting documents*

Each Consortium is requested to submit a detailed concept proposal rather than a full project proposal within 45 days of the launch of the Call for Proposals. In this concept proposal, it will need to show that the proposed project suits the objectives and priority issues of this programme and that both Applicants and Partners fulfil the necessary eligibility criteria.

Applications must be submitted on the application form annexed to these Guidelines (Annex A). Applicants should keep strictly to the format of the application and present the pages in order.

Applications must be written in English.

Applicants shall bear all costs associated with the preparation and submission of the proposals. The UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Call for Proposals.

The application form must be completed carefully and as clearly as possible so that it can be assessed efficiently. It is important to be precise and provide enough detail to ensure the application is clear, particularly as to how the aims of the Project will be achieved, what the benefits are that will flow from it and the way in which the Project is relevant to the RRP's objectives.

Hand-written applications will not be accepted.

### Supporting documents

Applications must be accompanied by the following supporting documents:

1. The statutes or articles of association of the Applicant organisation and of each Partner organisation;
2. A document proving the registration in Sudan of each Associate from the appropriate authority;
3. The Applicant's and each Partner's most recent annual report and accounts (the profit and loss account and the balance sheet for the previous financial year);
4. Notarised statements certifying that the accounts for the last available financial year are correct and that the Applicant and Partners have stable and sufficient sources of finance to maintain their activity throughout the period during which the Project is being carried out and, where appropriate, to participate in its funding.
  - Applicants and Partners should note that should their application be selected then this notarised sworn statement must be certified by an external audit report produced by an approved auditor before the final Project Document is signed.

The supporting documents requested must be supplied in the form of originals or photocopies certified as true by an authorised independent body. Where such documents are in a language other than the language of the Call for Proposals, a faithful translation into the latter must be attached and will prevail for the purpose of interpreting the proposal.

### *2.2.2 Where and how to send the applications*

Applications must be received in a sealed envelope by registered mail, courier or by hand-delivery (a signed and dated certificate of receipt will be given to the deliverer) at the address below:

Address for registered mail, private courier or hand-delivery

United Nations Development Programme

Ref: Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme  
House 7, Block 5, Gama'a Avenue. P.O Box 913, Khartoum, Sudan

Or

UNDP Sudan  
Ref: Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme  
162 Whispers Avenue  
P.O. Box 30218  
Nairobi, Kenya

Applications sent by any other means (e.g. by fax or by e-mail) or delivered to other addresses will be considered as not received.

Applications (Application Form, Budget, logical framework and supporting documents) must be submitted in one original and two copies. Each copy must be clearly marked 'Original' or 'Copy'. A softcopy (CD-ROM, diskette) must also be enclosed.

The outer envelope must bear the reference number (CA/STABEX/90-99/SU/001) of the Call for Proposals, the full name and address of the Applicant, and the words "Not to be opened by the internal mail or before the opening session"

Applicants should verify that their application is complete by comparing it with the checklist included with the application form.

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### *2.2.3 Deadline for receipt of applications*

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The deadline for the receipt of applications is 14<sup>th</sup> May 2005 at 15.00. Any application received after the deadline will be automatically considered as not received even if the postmark indicates a date preceding the deadline or if the delay is due to the private courier service.

The UNDP may, at its discretion extend this deadline for the submission of applications by amending the Call for Proposals in accordance with Section 2.2.6, in which case all rights and obligations of UNDP and Applicants previously subject to the deadline will thereafter be subject to the deadline(s) as extended.

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### *2.2.4 Further information*

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Questions may be sent by e-mail no later than 21 days before the deadline for the receipt of proposals to the addresses listed below, indicating clearly the reference of the Call for Proposals:

E-mail address: [info.rrp@undp.org](mailto:info.rrp@undp.org)

They will receive a reply no later than 11 days before the deadline for the receipt of proposals.

Questions that may be relevant to other Applicants, together with the answers, will be circulated via the established email mailing list.

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### *2.2.5 Acknowledgement of receipt*

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Following the proposal opening session, UNDP will send an acknowledgement of receipt to all Applicants, indicating whether or not their application was received prior to the deadline and informing them of the reference number they have been allocated.

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### *2.2.6 Amendments of Call for Proposal documents*

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At any time prior to the deadline for submission of proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the Call for Proposal documents by amendment.

All prospective Applicants that have received the Call for Proposal documents will be notified in writing (and by email) of all amendments to the Call for Proposal documents.

In order to afford prospective Applicants reasonable time in which to take the amendments into account in preparing their applications, UNDP may, at its discretion, extend the deadline for the submission of applications.

## 2.3 Evaluation and selection of applications

Applications will be examined and evaluated by independent evaluators. Based on the reports of the independent evaluators, the Policy and Review Committee will take the final decision on the selection of Applicants and allocation of funds. All proposals submitted by Applicants will be assessed according to the following criteria:

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### 2.3.1 Administrative compliance

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Independent evaluators will verify that each application is complete in accordance with the checklist.

Applications will be examined to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the sub-total and the total costs, the sub-total costs shall prevail and the total cost shall be corrected. If the Applicant does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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### 2.3.2 Eligibility of the Applicants, Partners, Associates and Projects

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Verification that the Applicant, the Partners and the Associates and the Project are eligible according to the criteria set out in section 2.1.1, 2.1.2 and 2.1.3.

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### 2.3.3 Evaluation of the quality of the proposals and financial evaluation

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An evaluation of the quality of proposals, including the proposed budget, will be carried out in accordance with the evaluation criteria set out in the Evaluation Grid shown on the next page. There are two types of evaluation criteria: selection and award criteria.

a) Selection criteria

The selection criteria are intended to help evaluate the Applicant and Partners' financial and operational capacity to ensure that they:

- have stable and sufficient sources of finance to maintain their activity throughout the period during which the action is being carried out and, where appropriate, to participate in its funding;
- have the professional competencies and qualifications required to successfully complete the proposed action.

b) Award Criteria

The award criteria allow the quality of the proposals submitted to be evaluated in relation to the objectives and priorities set and will allow Project Documents to be signed for actions which maximise the overall effectiveness of the Call for Proposals. They cover such aspects as the relevance of the Project, its consistency with the objectives of the Call for Proposals, quality, expected impact, sustainability and cost-effectiveness.

Based on the reports of independent evaluators, the Policy and Review Committee (PRC) will take the final decision on the selection of the proposals. Selected Consortia will then have time to develop full project designs as specified in Section 2.4. UNDP will sign Project Documents with the successful Applicants only on completion of the final project design.

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### 2.3.4 Evaluation Grid

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Please note the following important information:

*Scoring:*

The evaluation criteria are divided into sections and subsections. Each subsection must be given a score between 1 and 5 in accordance with the following guidelines: 1 = very poor; 2 = poor; 3 = adequate; 4 = good; 5 = very good. The PRC will give priority to applications with the highest scores while maintaining an overall, equitable, geographical balance.

*Note on Section 1. Financial and operational capacity*

If a total score lower than "adequate" (10 points) is obtained for section 1, the proposal will not be evaluated further.

*Note on Section 2. Relevance*

If a total score lower than "good" (15 points) is obtained for section 2, the proposal will not be evaluated further.

*Note on Section 3. Methodology*

If a total score lower than "good" (15 points) is obtained for section 2, the proposal will not be evaluated further.

Section	Maximum Score	Application form
<b>1. Financial and operational capacity</b>	<b>20</b>	
1.1 Do the applicant and partners have sufficient <b>experience of project management</b> ?	5	D.1
1.2 Do the applicant and partners have sufficient <b>technical expertise</b> ? (Notably knowledge of the issues to be addressed.)	5	D.1
1.3 Do the applicant and partners have sufficient <b>management capacity</b> ? (including staff, equipment and ability to handle the budget for the Project)	5	D.1
1.4 Does the applicant have stable and sufficient sources of <b>finance</b> ?	5	D.2
<b>2. Relevance</b>	<b>25</b>	
2.1 How relevant is the proposal to the <b>objective</b> of the call for proposals?	5	A.1.5 and A.1.6
2.2 How relevant to the particular <b>needs and constraints</b> of the target communities is the proposal? (Including avoidance of duplication and synergy with other initiatives.)	5	A.1.6
2.3 How clearly defined and strategically chosen are those involved (intermediaries, final beneficiaries, <b>target groups</b> )?	5	A.1.6
2.4 Have the <b>needs of the target groups</b> proposed and the final beneficiaries been clearly defined and does the proposal address them appropriately?	5	A.1.6
2.5 Does the proposal contain specific elements of <b>added value</b> , such as innovative approaches, models for good practice, promotion of gender equality and equal opportunities, environmental protection?	5	Passim
<b>3. Methodology</b>	<b>25</b>	
3.1 To what extent is the proposed consortium project cohesive with integral components rather than a collection of activities? Are the <b>activities</b> proposed appropriate, practical, and consistent with the objectives and expected results?	5	A.1.7 and A.1.8
3.2 How coherent is the <b>overall design</b> of the Project? Is the <b>methodology</b> clear and feasible?	5	A.1.8
3.3 Is the Associates' level of <b>involvement and participation</b> in the Project satisfactory? Is the target groups' and final beneficiaries' level of <b>involvement and participation</b> in the Project satisfactory?	5	A.1.8
3.4 Is the level of <b>involvement and participation of LGAs</b> satisfactory?	5	A.1.5 and A.1.8
3.5 Does the proposal contain <b>objectively verifiable indicators</b> for the outcome of the Project?	5	Log frame (Annex C)
<b>4. Impact and Sustainability</b>	<b>20</b>	
4.1 Is the Project likely to have a tangible <b>impact</b> on its target groups?	5	A.2.1
4.2 Is a high proportion of total project expenditure accrued by the final beneficiaries?	5	A.3 and A.1.2 Budget
4.3 Is the level of involvement and participation of LGAs likely to promote sustainability?	5	A.2.
4.4 Are the expected results of the proposed Project <b>sustainable</b> : financially, institutional and at policy level?	5	A.2.2
<b>5. Budget and cost-effectiveness</b>	<b>10</b>	
5.1 Is the ratio between the estimated costs and the expected results satisfactory?	5	A.2 and A.3 Budget
5.2 Is the proposed expenditure <b>necessary</b> for the implementation of the Project?	5	A.2 and A.3 Budget
<b>Maximum total score</b>	<b>100</b>	



## 2.4 Notification of the Decision

Applicants will be informed in writing by UNDP of the PRC's decision concerning their application. A decision to reject an application will be based on the following grounds:

- the application was received after the closing date;
- the application was incomplete or otherwise non-compliant with the stated administrative conditions;
- the Applicant or one or more of its Partners or Associates was not eligible;
- the Project was ineligible (e.g. the Project proposed is not covered by the programme, the proposal exceeds the maximum duration allowed, the requested contribution is higher than the maximum allowed, etc);
- the proposal was not sufficiently relevant or the Applicant's or Partner's financial and operational capacity was not sufficient, or the proposals selected were considered superior in these respects;
- the proposal was considered unresponsive to the criteria as set out in the evaluation grid and was found to be technically and/or financially inferior to the proposals selected.

The PRC's decision to reject an application is final.

The date on which the UNDP plans to announce the projects selected by the PRC is 15 June, 2005 — this date is indicative only.

Development of the detailed concept notes into full Project designs by the successful consortia will be completed following the notification of the above decision. This development of the proposals should include consultation with representatives of the final beneficiaries including representation from the local and state authorities concerned within the geographical areas of implementation. The final proposals shall contain a detailed logical framework, and an Annual Budget Estimate and Activity Schedule for the first year (ABEAS-I). Each consortium shall have 60 days to complete an acceptable design.

Once the final Project designs are completed and accepted by the PRC the UNDP will sign a Project Document with each Applicant. However, the following suspense clause shall apply to the signature of Project Documents under this Call for Proposals:

Project Documents will only be signed once UNDP have received payment of the first tranche of the Programme's funding from the NAO. Should this event be delayed until after the Projects have completed their final design phase, the Project Documents and the Action described therein shall be suspended and only enter into force on the day following the final signature.

The PRC reserves the right to accept or reject any proposal, and to annul the Call for Proposals' process and reject all proposals at any time prior to the signing of Project Documents, without thereby incurring any liability to the affected Applicant or any obligation to inform the affected Applicant or Applicants of the grounds for the PRC's action.

## 2.5 Conditions Applicable to Implementation of the Action Following the Decision to Fund

Following the final decision to fund, the Applicant will sign a Project Document with UNDP for NGO execution. The Project Document and its Appendices are annexed to these Guidelines (Annex D). Within 15 (fifteen) days of receipt of the Project Document, the Applicant shall sign and date the two original copies and return one to UNDP. From this point on the Applicant will be known as the **Executing Agent**.

The date planned for the start of Projects, following the signing of the Project Document by the parties, is 1<sup>st</sup> November, 2005— this date is indicative only and must be within six (6)-months of the signature of the Project Document. Project Implementation should be finished no later than i.e. three years after the start-up date of the Project as stated in the Project Document award of the grant and the Project finally closed 6-months after the end of the implementation phase.

The Project Document will, in particular, establish the following rights and obligations:

a) Final amount of the contribution

The maximum amount of the contribution will be stipulated in the Project Document. As explained in point 2.1.4, this amount is based on the budget, which is itself only an estimate. As a result, it will be final only once the Project implementation has ended and the final accounts have been presented.

b) Failure to meet the objectives

If the Executing Agent fails to implement the Project as undertaken and agreed in the Project Document, the UNDP reserves the right to suspend payments, and/or to terminate the Agreement. The contribution may be reduced, and/or the UNDP may demand full or partial repayment of the sums already paid, if the Executing Agent does not fulfil the terms of the Project Document.

c) Amendments to the Project Document

Any substantive amendment to the Project Document must be set out in a written addendum to the original Agreement. However, simple amendments (such as addresses, bank account, etc.) need only be notified to UNDP in writing.

d) Variations within the budget

Budget items may vary from the original figures provided that the following conditions are met:

- (1) they do not affect the basic purpose of the Project; and
- (2) the financial impact is limited to a transfer within a single budget heading or to a transfer between budget headings involving a variation of less than 15% of the original amount of each relevant budget heading.

In such instances, the Executing Agent may make alterations to the budget and inform the UNDP in writing.

This method may not be used to amend the heading for overhead costs.

In all other cases, a written request must be made in advance to the UNDP and an addendum to the Project Document will be required.

e) Reports

Reports must be drafted in English, the language provided for in the Project Document. Technical (narrative) and financial Quarterly Progress Report (QPR) are to be supplied on a quarterly basis no later than fourteen (14) days after the end of the quarter; the last report for each one-year cycle must be constituted in the form of a narrative and financial Annual Progress Report (APR). Payment requests (other than the first instalment of pre-financing) must be submitted together with technical and financial reports. An ABEAS for the next period of implementation must accompany requests submitted for further payments of pre-financing.

f) Additional information

In accordance with the provisions spelled out in Appendix I of the Project Document (Annex D), UNDP may request additional information as justified from the Executing Agent.

g) Payments.

Payments will be made in six instalments (see Annex E, Article VIII - Financial and Operational Arrangements):

- i) The first, instalment will correspond to 75% of the First Annual Budget Estimate and Activity Schedule (ABEAS-I) and will be paid as an advance to the Executing Agent after signature of the Project Document and receipt and approval of the ABEAS-I;
- ii) The second instalment, corresponding to the remaining 25% of the ABEAS-I, will be paid upon receipt and approval of a narrative and financial Quarterly Progress Report (QPR), showing the disbursement of at least 50% of the funds pertaining to the first instalment;

- iii) The third instalment corresponding to 50% of the Second Annual Budget Estimate and Activity Schedule (ABEAS-II), will be paid upon submission and approval of the ABEAS-II and a narrative and financial Annual Progress Report (APR), showing the disbursement of at least 75% of the funds pertaining to the ABEAS-I;
- iv) The fourth instalment corresponding to the remaining 50% of the ABEAS-II, will be paid upon receipt and approval of a narrative and financial QPR, showing the disbursement of 100% of the funds pertaining to ABEAS-I and at least 50% of the funds pertaining to the third instalment, as well as a mid-term audit report;
- v) The fifth instalment, corresponding to 50% of the Third Annual Budget Estimate and Activity Schedule (ABEAS-III) will be paid upon submission and approval of the ABEAS-III and a narrative and financial APR, showing the disbursement of at least 75% of the funds pertaining to the ABEAS-II;
- vi) The sixth instalment, corresponding to the remaining 50% of the ABEAS-III, will be paid upon receipt and approval of a narrative and financial QPR, showing the disbursement of 100% of the funds pertaining to ABEAS-II and at least 50% of the funds pertaining to the fifth instalment;

All payments will be made to the Executing Agent's official bank account, as per the financial identification data provided in Appendix VI.

h) Accounts of the Project

The Executing Agent must keep accurate and regular records and dedicated, transparent accounts of the implementation of the Project. It must keep these records for five years after payment of the balance.

i) Audit

In accordance with the provisions set forth under the Project Document (Annex D), the Executing Agent shall submit a mid-term and final independent audit report conducted by a qualified audit firm. Audits will evaluate the sound management of the financial resources under this Project vis-à-vis the Terms of Reference and approved Project Budgets, as well as contractual and procurement procedures for goods, works and services (including Personnel).

j) Publicity

Appropriate visibility and credit must be given to the funding provided by the European Union, owned by the Government of Sudan and managed and administered by the UNDP, for example, in reports and publications stemming from the Project or during public events associated with the Project, signposts in Project sites, etc.

k) Implementation contracts

Where implementation of the Project requires the Executing Agent to award procurement contracts, it must award the contract to the tender offering the best value for money, that is to say, the best price-quality ratio, in compliance with the principles of transparency and equal treatment for potential contractors, care being taken to avoid any conflict of interests. To this end, the Executing Agent must follow the procedures set out in Appendix V to the contract Annex D).

### **3. Annexes**

Annex A: Application Form (to be filled in)

Annex B: Budget (to be filled in)

Annex C: Provisional Logical Framework (to be filled in)

Annex D: The Project Document template and its Appendices (for information)

# **Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme**

**Funded by the European Commission**

**Administered and Managed by United  
Nations Development Programme**



**UN  
DP**

## **Application Form 2005**

Name of Applicant:	
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Application No	
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(for official use only)

## **NOTICE**

The application form has two objectives: firstly, to enable independent evaluators to assess whether your organisation, Partners and Associates meet the eligibility and selection criteria laid down in the Technical Guidelines. Secondly, to enable independent evaluators to determine whether the action you are proposing is relevant vis-à-vis the objectives and priorities laid down in the Technical Guidelines.

**Please read and complete this form with all due care.**

**Omissions *CANNOT* be rectified; if any information or document is missing, your application will be rejected.**

The following suspense clause shall apply to the signature of Project Documents under this Call for Proposals:

Project Documents will only be signed once UNDP have received payment of the first tranche of the Programme's funding from the NAO. Should this event be delayed until after the Projects have completed their final design phase, the Project Documents and the Action described therein shall be suspended and only enter into force on the day following the final signature.

## A. THE PROJECT

### A.1. Description

#### A.1.1 Name of Project

---

#### A.1.2 Location(s) County(s)/locality(s)

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#### A.1.3 Amount requested

Total eligible cost of the Project	Amount requested	% of total cost of Project
< EUR>	< EUR>	%

Where the financing of 100% of total cost is requested justify your request to benefit from such financing in full, by showing that it is essential to carry out the Project. Where less than 100% financing is requested, demonstrate source, specified purpose and duration of additional funding.

#### A.1.4 Summary

---

Maximum 6 lines (include information on (a) the aim of the Project, (b) the target group(s) and (c) the main activities).

#### A. 1.5 Objectives

---

Maximum <sup>1</sup>/4 page. Describe the specific objective(s) of the Project.

#### A.1.6 Justification

---

Maximum 2 pages. Provide the following information:

- (a) relevance of the Project to the objectives of the Programme
- (b) relevance of the Project to the priorities of the Programme
- (c) identification of perceived needs and constraints in the target communities
- (d) list of target groups and estimated number of direct and indirect beneficiaries
- (e) reasons for the selection of the target groups and activities
- (f) relevance of the Project to the target groups

### **A.1.7 Detailed description of activities**

---

Maximum 4 pages. Include the title and a detailed description of each activity to be undertaken to produce the results, specifying where applicable the role of each Partner, Associate or subcontractor in the activities. Attention should be given to explain how the proposed consortium would function as a cohesive unit.

### **A.1.8 Methodology**

---

Maximum 2 pages. Description of:

- (a) methods of implementation
- (b) reasons for the proposed methodology
- (c) how the Project is intended to build on a previous Project (where applicable)
- (d) procedures for internal evaluation
- (e) level of involvement and activity of LGAs in the Project
- (f) reasons for the role of each Partner and Associate
- (g) team proposed for implementation of the Project (*by function and duration of input: there is no need to include the names of individuals here*)
- (h) exit strategy

## **A.2. Expected Results**

### **A.2.1 Expected impact on target groups**

---

Maximum 1 page. Indicate how the Project will improve:

- (a) the situation of target groups
- (b) the technical and management capacities of target groups and Associates
- (c) the technical and management capacities of LGAs

### **A.2.2 Short- and long-term impact and sustainability**

---

Maximum 2 pages. Please distinguish between the following three dimensions of the short and long-term impact:

- (a) The financial aspect (*how will activities be financed when the grant ends?*)
- (b) Institutional level (*Will structures allowing the activities to continue be in place at the end of the Project? Will there be local "ownership" of Project outcomes?*)
- (c) Policy level (*What structural impact will the Project have - e.g. will it lead to improved legislation, codes of conduct, methods, etc?*)

## **A.3. Budget for the Action**

Fill in Annex B for the total duration of the Project and for its first 12 months. For further information see the Technical Guidelines (Section 2.1.4).



## B. THE APPLICANT

### B.1. Identity

Full legal name (business name):	
Acronym (where applicable)	
Legal status <sup>7</sup>	
VAT registration number (where applicable):	
Official address	
Postal address	
Contact person	
Telephone number(s)	
Fax number	
E-mail	
Internet site	

### B.2. Bank Details

The bank must be located in the country where the Applicant is registered.

Account name	
Account number	
Sort code	
IBANcode/BIC	
Bank name	
Address of bank	
Name of signatory/ies	
Position of signatory/ies	

NB: Before the contract is signed, the Applicants selected will have to supply a financial identification form using the model attached to the contract, certified by the bank named above.

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<sup>7</sup>

e.g. state whether the Applicant is a for-profit or not-for-profit organisation.

**C. OTHER MEMBERS OF THE CONSORTIUM**

**C.1. Description of the Partners and Associates**

This section must be completed for each Partner and Associate organisation within the meaning of section 2.1.1 of the Technical Guidelines. You must make as many copies of this table as necessary to create entries for more Partners and Associates.

	<b>Partner 1</b>	<b>Associate 1</b>
Full legal name (business name)		
Nationality		
Legal status		
Official address*		
Contact person		
Telephone number(s)*		
Fax number*		
E-mail address*		

\*optional for Associates

**Important:** This application form must be accompanied by a signed and dated Partnership Statement from the Applicant and from every Partner and Associate, in accordance with the model provided in Section E of this document.

## **D. CAPACITY TO MANAGE AND IMPLEMENT PROJECTS - Applicants and Partners**

### **D.1 Experience of Similar Projects**

---

Each Applicant and all Partners should provide a 1 page summary indicating Projects managed by your organisation over the past 3 years in the fields covered by your organisation in the fields relevant to this Programme. Care should be taken to identify for each Project:

- (a) the object and location of the Project
- (b) the results of the Project
- (c) your organisation's role (lead manager or partner) and its degree of involvement in the Project
- (d) the cost of the Project
- (e) donors to the Project (name, address and e-mail, telephone number, amount contributed)

This information will be used to assess whether you have sufficient experience of managing actions in the same sector of a comparable scale to the one for which you are requesting a contribution.

### **D.2 Resources**

---

Each Applicant and all Partners should provide a 1 page summary of the various resources which your organisation has access to, and in particular, of the following:

- (a) annual income over the last three years, mentioning where applicable for each year, the names of the main financial backers and the proportion of annual income each has contributed;
- (b) the number of full-time and part-time staff by category (e.g. *number of project managers, accountants, etc*), indicating their place of employment;
- (c) equipment and offices;
- (d) other relevant resources (e.g. *volunteers, associated organisations, networks that might also contribute to implementation*).

This information will be used to assess whether you have sufficient resources to implement an action of the scale of the one for which you are requesting a contribution.

## E. CONSORTIUM PARTNERSHIP STATEMENT

A consortium requires a relationship of substance between three or more organisations involving shared responsibilities in undertaking the Project funded. To ensure that the Project runs smoothly, UNDP requires that the **Applicant, all Partners and Associates** acknowledge this by agreeing to the principles of Good Partnership Practice set out below. In the event that the proposal is accepted for funding, the parties will draft and sign a detailed Memorandum of Understanding, as a condition of the Project Document, concerning the roles and responsibilities of each party and the system of conflict resolution to be used to settle any disputes between the parties over its implementation.

### **Principles of Good Partnership Practice<sup>8</sup>**

1. All **Partners and Associates** must have read the application form and understood what their role in the action will be before the application is submitted to UNDP.
2. All **Partners and Associates** must have read the standard UNDP Project Document and its Appendices (Annex D) and understood what their respective obligations under this Agreement will be if the contribution is awarded. They authorise the **Applicant** to sign the Project Document with UNDP and represent them in all dealings with UNDP in the context of the Project's implementation.
3. The **Applicant** must consult with its **Partners and Associates** regularly and keep them fully informed of the progress of the Project.
4. All **Partners and Associates** must receive copies of the reports - narrative and financial - made to UNDP.
5. Proposals for substantial changes to the Project (e.g. activities, Partners, etc.) should be agreed by the **Partners and Associates** in writing before being submitted to UNDP.
6. Before the end of the Project, the **Applicant and Partners** must agree on an equitable distribution of equipment, vehicles and supplies for the Project purchased with the contribution among local partners situated in the target areas. Copies of the transfer titles must be attached to the final report.
7. Should a **Partner or Associate** default in its obligations, the **Applicant** must inform UNDP of the situation and demonstrate what credible steps it has taken to redress the issue.

### ***Statement of Partnership***

We have read and approved the contents of the proposal submitted to UNDP. We undertake to comply with the principles of Good Partnership Practice.

Name:	
Organisation:	
Position:	
Signature:	
Date and place:	
Counter-signed and dated by Applicant	

<sup>8</sup>To be provided by the Applicant and each Partner and Associate. All Partners' and Associates' Agreement forms must be countersigned by the Applicant.

**F. DECLARATION BY THE APPLICANT**

I, the undersigned, being the person responsible in the Applicant organisation for the Project, certify that:

- (a) the information given in this application is correct; and
- (b) the Applicant and its Partners do not fall into any of the categories (a) to (f) listed in section 2.1.1(2) of the Technical Guidelines; and
- (c) the Applicant and each Partner has the sources of financing and professional competence and qualifications specified in section 2.3(3) of the Technical Guidelines.

Name:	
Position:	
Signature:	
Date and place:	

## **CHECKLIST**

Before dispatching your application, please check that it is complete (see Notice on page 1) and specifically that:

### **The application form**

- the dossier is complete and complies with the application form's requirements
- one original and 2 copies of all documents are annexed
- the dossier is typed and is in English
- the Applicant and each Partner and Associate has completed and signed a Partnership Statement (Section E) and the statements are included
- the Declaration by the Applicant (Section F) is signed and attached
- the Budget and the expected sources of funding are presented in the format of the application form (Annex B), completed and drawn up in Euro.
- in the Budget the contribution is identified and is a maximum of 100% of the total eligible costs of the action
- in the Budget, overheads do not exceed 7% of direct eligible costs
- the Logical Framework for the project has been completed (Annex C)

### **Supporting documents (annexed)**

- the Applicant's and Partner's statutes or articles of association
- the document proving the registration of each Associate from the appropriate authority in Sudan
- the most recent annual report and financial statements of the Applicant and each Partner
- notarised statements certifying that the accounts for the last available financial year are correct (see Technical Guidelines 2.2.1).
- the originals of the supporting documents required or, failing this, photocopies certified by an approved independent agency and, where such documents are in a language other than the language(s) of the Call for Project Proposals, reliable translations are included.

## Annex B: Budget

Name of Project  
 Location  
 Executing Agent  
 Overall Budget

Total estimated Budget

% of total cost of Project covered by the UNDP<sup>1</sup>

% appearing in Section 01


Code	Heading	Organisation	Budget
01	Goods and services delivered to beneficiaries (direct costs) <sup>2</sup>		
<b>01.01</b>	<b>Rehabilitation and development of productive capacities</b>		
01.01.01	Physical infrastructure		
01.01.02	Agricultural activities		
01.01.03	Livestock		
01.01.04	Fisheries		
01.01.05	Access to markets and services		
01.01.06	Training and local capacity building		
01.01.07	Locally contracted transport/services		
01.01.08	Local staff		
01.01.09	Other		
<b>01.02</b>	<b>Rehabilitation and development of physical infrastructure - health</b>		
01.02.01	Physical infrastructure		
01.02.02	Locally contracted transport/services		
01.02.03	Local staff		
01.02.04	Other		
<b>01.03</b>	<b>Rehabilitation and development of physical infrastructure - education</b>		
01.03.01	Physical infrastructure		
01.03.02	Locally contracted transport/services		
01.03.03	Local staff		
01.03.04	Other		
<b>01.04</b>	<b>Rehabilitation and development of physical infrastructure - water</b>		
01.04.01	Water disposal and latrines		
01.04.02	Rural water sources		
01.04.03	Water treatment		
01.04.04	Training and local capacity building		

01 .04.05	Locally contracted transport/services		
01 .0 06	Local staff		
01 .0 07	Other		

<b>01.05</b>	<b>Natural resource utilisation and management</b>		
01.05.01	Materials		
01.05.02	Training and local capacity building		
01.05.03	Locally contracted transport/services		
01.05.04	Local staff		
01.05.05	Other		

<b>01.06</b>	<b>Income generation</b>		
01.06.01	Materials		
01.06.02	Training and local capacity building		
01.06.03	Locally contracted transport/services		
01.06.04	Local staff		
01'06.05	Other		

<b>01.07</b>	<b>De-mining and awareness</b>		
01.07.01	De-mining (materials and equipment)		
01.07.02	Awareness		
01.07.03	Training and local capacity building		
01.07.04	Locally contracted transport/services		
01.07.05	Local staff		
01.07.06	Other		

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**Sub-total**

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**02** | Support costs (direct costs)

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<b>02.01</b>	<b>Non-local technical personnel<sup>3</sup></b>		
02.01.01	Rehabilitation and development of productive capacities		
02.01.02	Rehabilitation and development of physical infrastructure - health		
02.01.03	Rehabilitation and development of physical infrastructure - education		
02.01.04	Rehabilitation and development of physical infrastructure - water		
02.01.05	Natural resource utilisation and management		
02.01.06	Income generation		
02.01.07	De-mining and awareness		
02.01.08	Total in-country travel for above posts		

<b>02.02</b>	<b>Other Personnel<sup>4</sup></b>		
02.02.01	(position)		
02.02.02	(position)		
02.02.03	(position)		
02.02.04	(position)		
02.02.04	Total in-country travel for above posts		



<b>02.03</b>	<b>Durable equipment</b>		
02.03.01	Vehicles		
02.03.02	Communication		
02.03.03	Office equipment		
02.03.04	Other		
<b>02.04</b>	<b>Premises and supplies</b>		
02.04.01	Premises rental		
02.04.02	Office consumables and supplies		
02.04.03	Other office running costs		
02.04.04	Storage costs		
02.04.05	Vehicle operation and maintenance		
<b>02.05</b>	<b>Needs assessments and other studies</b>		
<b>02.06</b>	<b>Audit and evaluation</b>		
02.06.01	Audit		
02.06.02	Evaluation		
<b>02.07</b>	<b>Visibility actions</b>		
<b>02.08</b>	<b>Insurance costs</b>		
<b>02.09</b>	<b>Financial service costs</b>		
<b>Sub-total</b>			
<b>03</b>	<b>Indirect costs<sup>6</sup></b>		
	A lump sum not exceeding 7% of the direct costs of the Project.		
<b>Total</b>			

Where the UNDP's contribution is less than 100% the Budget should indicate which costs are covered by other funds.

If parts of the project are subcontracted this should be clearly indicated in the relevant sections, tasks to be subcontracted should be of a limited and specific nature.

The number of units should be indicated. Costs include remuneration and related costs. Each unit should represent actual salaries, subsistence and any international travel. If staff are not working full time on the Project this should be indicated and reflected in the number of units.

as<sup>3</sup>

Personnel and other related costs may be included here.

Indirect costs cover the organisations overheads at country office and HQ level that are associated with the Project. This section should show an amount for each organisation receiving indirect costs. It is suggested that this is based, pro rata, on the costs of non-local personnel (02.01 and 02.02). This can be modified to suit the circumstances of individual consortia. Consensus must be reached and in the event that the proposal is accepted then this consensus must be reflected in the annual MoU concerning the implementation of the ABEAS.

## Annex C: Provisional Logical Framework

	Intervention logic	Objectively verifiable indicators of achievement	Sources and means of verification	Assumptions
Overall objectives	<i>What are the overall broader objectives to which the action will contribute?</i>	<i>What are the key indicators related to the overall objectives?</i>	<i>What are the sources of information for these indicators?</i>	
Specific objective	<i>What specific objective is the action intended to achieve to contribute to the overall objectives?</i>	<i>Which indicators clearly show that the objective of the action has been achieved?</i>	<i>What are the sources of information that exist or can be collected? What are the methods required to get this information?</i>	<i>Which factors and conditions outside the Beneficiary's responsibility are necessary to achieve that objective? (External conditions) Which risks should be taken into consideration?</i>
Expected results	<i>The results are the outputs envisaged to achieve the specific objective. What are the expected results? (Enumerate them)</i>	<i>What are the indicators to measure whether and to what extent the action achieves the expected results?</i>	<i>What are the sources of information for these indicators?</i>	<i>What external conditions must be met to obtain the expected results on schedule?</i>
Activities	<i>What are the key activities to be carried out and in what sequence in order to produce the expected results? (Group the activities by result)</i>	<b>Means:</b> <i>What are the means required to implement these activities, e. g.: personnel, equipment, training, studies, supplies, operational facilities, etc.</i>	<i>What are the sources of information about action progress? <b>Costs</b> What are the action costs? How are they classified? (Breakdown in the Budget for the Action)</i>	<i>What pre-conditions are required before the action starts? What conditions outside the Beneficiary's direct control have to be met for the implementation of the planned activities?</i>

## Annex D: Project Document (*Template*) and Appendices

### For the Implementation of a Project under the Sudan Post-Conflict Community Based Recovery and Rehabilitation Programme

Funded by the European Union through the Government of Sudan

Managed and Administered by the  
United Nations Development Programme

PSD/Project number: *(inserted by UNDP)*  
PSD/Project title: *(as per Consortium Project Proposal)*  
Estimated start date:  
Estimated end date:  
Project Site: ..... , Sudan  
Executing Agent: *(Insert name of Applicant)*  
Government Co-operating Agency: Ministry of International Co-operation  
Sector and Sub-sector: *(inserted by UNDP)*

#### **Summary of UNDP and cost-sharing inputs**

UNDP-TRAC(1 &2)	\$0
Cost-Sharing	\$0
TOTAL:	\$0

#### **Government input**

In Cash            €XXXXXXXX  
**100% government funded with  
EC STABEX Funds**

Brief description of the project:

On behalf of:	Signature	Date	Name/Title
Executing Agent	_____	_____	_____
UNDP	_____	_____	_____

*To be completed by UNDP*

**Part I (a) - Situation Analysis**

(2-3 paragraphs)

**Part I (b) - Strategy**

(2-3 paragraphs)

**Part II - Logframe**

(insert final Logframe developed during project design phase)

**Part III - Management Arrangements**

(2-3 paragraphs reflecting information included in final project design)

**Part IV - Legal Context**

(standard paragraph)

**Part V - Budget**

(insert final budget developed during project design phase)

**Part VI - Appendices**

Appendix 1: Provisions governing the Project Document

Appendix 2: Project Description

Appendix 3: First Annual Budget and Activity Schedule

Appendix 4: Guidance for Planning and Reporting

Appendix 5: Procurement Guidelines

Appendix 6: Financial Identification Form

Appendix 7: Standard Request for Payment



**PROVISIONS GOVERNING THE PROJECT DOCUMENT N°.**

**: (to be inserted by UNDP)**

**Signed Between THE UNITED  
NATIONS DEVELOPMENT PROGRAMME**

**And [INSERT NAME  
ORGANISATION]**

**For the Implementation of a Project under the Sudan Post-  
Conflict Community Based Recovery and Rehabilitation  
Programme**

Funded by the European Union through the Government of Sudan

Managed and Administered by the  
United Nations Development Programme

Whereas the United Nations Development Programme (hereinafter referred to as "the UNDP") and [INSERT NAME ORGANISATION] (hereinafter referred to as "the Executing Agent") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas the UNDP has been entrusted by National Authorising Officer of the Government of Sudan (hereinafter referred to as "the NAO") with certain resources provided by the European Commission (hereinafter referred to as "the EC) for the execution of the Sudan Post-Conflict Community and Rehabilitation Programme (hereinafter referred to as "the Programme"), and is accountable to the NAO, the EC and to the UNDP Executive Board for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the Executing Agent, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has agreed to work under close supervision of the UNDP, is apolitical and not profit-making;

Whereas the Executing Agent and the UNDP agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Whereas the UNDP, with office address at Gama'a Avenue, House 7, Block 5, P.O. Box 913, Khartoum 11111, is hereby represented by its Resident Representative, Mr. Manuel Aranda da Silva, and the Executing Agent, with office address in [INSERT ADDRESS ORGANISATION], is hereby represented by [NAME & TITLE], duly authorised to represent the Executing Agent;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the Executing Agent and the UNDP have signed a Project Document for the execution of the aforementioned Programme.

## **Article I - DEFINITIONS**

For the purpose of the present Project Document, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and the UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "Executing Agent" shall mean the [INSERT NAME ORGANISATION], a non governmental organisation that was established in and incorporated under the laws of [INSERT PLACE, COUNTRY WHERE THE NGO IS ESTABLISHED], with the purpose of [INSERT PURPOSE OR MANDATE OF THE NGO] and being currently registered for operating in Sudan and representing the Partners and Associates of the Consortium named in the Partnership Statement.
- (d) "The Agreement", "Project Document" or "the present Document" shall mean the Project Document, the Provisions Governing the Project Document (Appendix 1), the final Project Description (Appendix 2), the First Annual Budget Estimate and Activity Schedule (ABEAS-I) as completed during the project design phase (Appendix 3) Guidance for Planning and Reporting (Appendix 4), the Procurement Guidelines (Appendix 5), the Financial Identification Form (Appendix 6), The Standard Request for Payment form (Appendix 7) and all other documents agreed upon between the Parties to be integral parts of the present Project Document;
- (e) "Project" shall mean the activities as described in the Project Document Appendix 2: Project Description;
- (f) "Government" shall mean the Government of Sudan or the Government of South Sudan as applicable;

- (g) "UNDP Resident Representative" shall mean the UNDP official in charge of the UNDP office in the Sudan, or the person acting on his/her behalf;
- (i) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered;
- (j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;
- (k) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by the UNDP or from revenues generated from Project outputs;
- (l) "*Force Majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;
- (m) "Annual Budget Estimate And Activity Schedule (ABEAS)" shall mean a schedule of activities, with corresponding time frames, responsibilities, resources and cost estimates, deemed necessary to achieve Project results, prepared prior to the beginning of every one-year cycle for UNDP's approval.

## **Article II - OBJECTIVE AND SCOPE**

The present Appendix sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project objectives, as set out in the Project Document and attached Appendices as well as with respect of the Technical Guidelines on which the Project is based.

## **Article III - DURATION**

The present Project Document shall commence on the day following that on which the last of the two Parties signs and shall not exceed 48 (forty eight) months. The Project shall commence and be completed in accordance with the time frame or schedule set out in Appendix 2: Project Description. Should the project fail to start by the end of the 6-month lead in period then the PRC will examine the reasons for such failure and either extend the lead in period in writing, suspend the Project through *Force Majeure* or cancel it. In the latter case, all unused funds should be returned immediately to the UNDP without need for further demand. If the project has been completed within the contribution period, any and all unused funds should be returned to the UNDP within a period of one (1) month after its completion date, or unless otherwise agreed, in writing, to use the remaining funds for additional project-related activities.

## **Article IV - GENERAL RESPONSIBILITIES OF THE PARTIES**

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Project Document.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. Should there be a change in this official representative, the Executing Agent commits to inform the UNDP in writing no later than ten (10) working days after the change is made.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult at least once every three (3) months or as circumstances arise that may have a bearing on the status of either Party in the Sudan or that may affect the achievement of the objectives of the Project, with a view to reviewing the over-all Budget and ABEASs of the Project.
4. The Executing Agent shall obtain any licenses and permits required by national laws, where appropriate and necessary, for the achievement of the objectives of the Project. The

Executing Agent shall also be responsible for the preparation of any reports, statements or disclosures, which are required by national law.

5. The Executing Agent may use the name and emblem of the UNDP and the European Union / Commission only in direct connection with this Project.
6. The activities described within the Project Document are in support of the efforts of the Government, and therefore the Executing Agent will communicate with the line Government authorities as necessary. The Executing Agent Representative will be responsible for day-to-day contacts with the relevant national authorities and the Partners and Associates on operational matters during the implementation of the Project. The UNDP's Action Management Unit (AMU), specifically established for the purpose of managing the Programme, will act as the principal channel for communicating with the Policy and Review Committee (PRC), the governing authority for the Programme formed by the NAO, the Deputy NAO for the South, the Sudanese Authorities, the EC and the UNDP.
7. The UNDP will facilitate access to information, advisory services, technical and professional support available whenever possible and will assist the Executing Agent to access the advisory services of other United Nations organisations, whenever necessary.
8. The Parties shall cooperate in any public relations or publicity exercises that the UNDP, EC and national authorities deem appropriate or useful.

#### **Article V - PERSONNEL REQUIREMENTS**

1. The Executing Agent shall be fully responsible for all services performed by its personnel, agents, employees or sub-contractors and will ensure that its Partners and Associates accept full responsibility for all services performed by their personnel (hereinafter referred to collectively as the "Personnel").
2. The Personnel shall not be considered in any respect as being the employees or agents of the UNDP. The Executing Agent shall ensure that all relevant national labour laws are observed in all matters pertaining to the Project.
3. The UNDP does not accept any liability for claims arising out of the activities performed under the present Project Document, or any claims for death, bodily injury, disability, damage to property, or other hazards that may be suffered by the Personnel as a result of their work pertaining to the Project. It is understood that adequate medical and life insurance for the Personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the Executing Agent, Partners and Associates.
4. The Executing Agent, Partners and Associates shall ensure that the Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The Executing Agent shall ensure that all Personnel are free from any conflicts of interest relative to the Project activities.
5. The Executing Agent shall provide UNDP with a basic Project Personnel Manual, reflecting the consortium's agreed regulations and rules (or policies and procedures including pay scales of project employed personnel), which will be applied to the implementation of this particular project, within 60 days after the signature of the Project Document.

#### **Article VI - TERMS AND OBLIGATIONS OF PERSONNEL**

The Executing Agent, in representing the Consortium, undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the Personnel performing project-related activities under the present Project Document comply with these obligations:



- (a) The Personnel shall be under the direct charge of the Executing Agent or its Partners and Associates where contractually applicable, which function under the general guidance of UNDP and the Government;
- (b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Project Document from any Government, other than the Government of Sudan and the Government of South Sudan, or other authority external to the UNDP;
- (c) They shall refrain from any conduct that would adversely reflect on the United Nations and/or European Union and shall not engage in any activity, which is incompatible with the aims and objectives of the United Nations, the mandate of the UNDP or the European Union;
- (d) Subject to the requirements outlined in the document "UNDP Public Information Disclosure Policy", information that is considered confidential shall not be used without the authorization of the UNDP. In any event, such information shall not be used for individual profit. The Executing Agent may communicate with the media regarding the methods and scientific procedures used by the Executing Agent; however, UNDP/EC clearance is required for the use of the name UNDP/EC in conjunction with Project activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed in writing between the Parties. The Executing Agent will ensure that, with respect to its Project activities, prominent visibility is rendered to the UNDP as the manager of this Programme, the European Union/Commission as funding institution, and the Government as its owner.

#### **Article VII - SUPPLIES, EQUIPMENT AND PROCUREMENT**

1. The UNDP shall contribute to the Project the resources indicated in the Budget that forms Part V of the Project Document.
2. Equipment, non-expendable materials and supplies, or other property financed by the UNDP (hereinafter referred to as "Assets") shall remain the property of the Executing Agent during the project implementation period. Six (6) months prior to the end of the Project Implementation Phase the Executing Agent, with the agreement of the Partners and Associates, shall submit a comprehensive list of the Assets purchased under this Project, stating the proposed transferral of such Assets to local partners/final recipients at the end of the Project. Copies of the transfer titles will be attached to the final report. During Project implementation and prior to the final disposal of such Assets, the Executing Agent shall be responsible for its proper custody, maintenance and care. The Executing Agent shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.
3. The Executing Agent will place on the Assets, equipment and other materials it finances such markings as will be necessary to identify them as being provided by the UNDP with European Union funds.
4. In its procedures for procurement of goods, services or other requirements with funds made available by the UNDP as provided for in the Project Budget, the Executing Agent shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by the UNDP in writing.
5. For all procurement of supplies, works and services, the Executing Agent shall observe the Procurement Guidelines in Appendix 5. The Executing Agent shall provide UNDP with a basic Project Procurement Manual, reflecting the consortium's agreed regulations and rules

(or policies and procedures), which will be applied to the implementation of this particular project, within 60 days after signature of the Project Document.

6. UNDP shall make every effort to assist the Executing Agent in clearing all equipment and supplies through customs at places of entry into the Sudan.
7. The Executing Agent shall maintain complete and accurate records of equipment, non expendable materials and supplies and other property purchased with UNDP funds and shall take periodic, physical inventories. The Executing Agent shall provide the UNDP annually, as an annex to the Annual Reports, with the inventory of such assets, and at such time and in such form as the UNDP may request.

## **Article VIII - FINANCIAL AND OPERATIONAL ARRANGEMENTS**

1. In accordance with the Project Budget, UNDP will make available to the Executing Agent funds up to the maximum amount of € **[ENTER AMOUNT IN NUMBERS AND LETTERS]**. Payments will be made in six (6) instalments according to the following schedule:
  - (a) The first instalment of € **[INSERT AMOUNT IN NUMBERS AND LETTERS]**, corresponding to 75% of the ABEAS-I, will be paid as an advance to the Executing Agent after signature of the present Project Document and receipt and approval of the ABEAS-I;
  - (b) The second instalment of € **[INSERT AMOUNT IN NUMBERS AND LETTERS]**, corresponding to the remaining 25% of the ABEAS-I, will be paid upon receipt and approval of a narrative and financial Quarterly Progress Report (QPR), showing the disbursement of at least 50% of the funds pertaining to the first instalment;
  - (c) The third instalment of € **[INSERT AMOUNT IN NUMBERS AND LETTERS]**, corresponding to 50% of the ABEAS-II, will be paid upon submission and approval of the ABEAS-II and a narrative and financial Annual Progress Report (APR), showing the disbursement of at least 75% of the funds pertaining to the ABEAS-I;
  - (d) The fourth instalment of € **[INSERT AMOUNT IN NUMBERS AND LETTERS]**, corresponding to the remaining 50% of the ABEAS-II, will be paid upon receipt and approval of a narrative and financial QPR, showing the disbursement of 100% of the funds pertaining to ABEAS-I and at least 50% of the funds pertaining to the third instalment, as well as a mid-term audit report;
  - (e) The fifth instalment of € **[INSERT AMOUNT IN NUMBERS AND LETTERS]**, corresponding to 50% of the ABEAS-III, will be paid upon submission and approval of the ABEAS-III and a narrative and financial, showing the disbursement of at least 75% of the funds pertaining to the ABEAS-II;
  - (f) The sixth instalment of € **[INSERT AMOUNT IN NUMBERS AND LETTERS]**, corresponding to the remaining 50% of the ABEAS-III, will be paid upon receipt and approval of a narrative and financial QPR, showing the disbursement of 100% of the funds pertaining to ABEAS-II and at least 50% of the funds pertaining to the fifth instalment;
2. The Executing Agent must open a new bank account specifically dedicated for the management of this Programme.
3. All payments will be made to the Executing Agent's official bank account, as per the financial identification data provided in Appendix VI. A letter must be submitted by the Executing Agent no later than two (2) weeks after receipt of any payment confirming receipt of funds.
4. Payments will be processed within maximum thirty (30) days of submission and approval of the requisite documentation.
5. It is understood that the Executing Agent does not expect to obtain funds from other sources for the same expenses covered by this contribution. In cases where the Executing

Agent is able to secure co-financing from any other institution or agency, it warrants that it will inform the UNDP in writing within one (1) week.

6. The Executing Agent agrees to utilise the funds provided by the UNDP in strict accordance with Appendix 2: the Project Design. The Executing Agent shall notify the UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations on any one-line item that may be necessary for the proper and successful implementation of the Project shall be subject to the following two conditions:
  - (a) they do not affect the basic purpose of the Project; and
  - (b) the financial impact is limited to a transfer within a single budget heading or to a transfer between budget headings involving a variation of less than 15% of the original amount of each relevant budget heading.

In such instances, the Executing Agent may make alterations to the budget, and inform the UNDP in writing. This method may not be used to amend the heading for overhead costs. In all other cases, a written request must be made in advance to the UNDP and an addendum to the Project Document will be required.

7. Use of contingency funds, either that set aside in the budget of this Project under contract or the limited contingency reserve that has been set aside for unforeseen eventualities under this Programme, is restricted to a written approval by the Policy and Review Committee, upon request by the UNDP. In order to access contingency funds, the Executing Agent must submit a detailed justification to the UNDP, providing concise background information as well as the amount and proposed allocation of the requested funds. Submission of a request for contingency funds does not guarantee that such allocation will be granted.
8. The Executing Agent further agrees to return any unspent funds within one (1) month of the termination or end of the present Agreement or the completion of the Project.
9. The UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Document unless UNDP has explicitly agreed in writing to do so prior to the expenditure by the Executing Agent.

#### **Article IX - MAINTENANCE OF RECORDS**

1. The Executing Agent will keep and maintain separate financial records and books of accounts for funds provided under this Project Document, in accordance with generally accepted accounting procedures.
2. The Executing Agent shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by the UNDP to ensure that all expenditures are in conformity with the provisions of the overall Project Budget and ABEASs. Each ABEAS must contain a Memorandum of Understanding that reflects the allocation of responsibility and funding within the Consortium. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, quotations and receipts pertinent to the transaction. Any Income, as defined in Article I, paragraph 1 (k), above, arising from the management of the Project shall be promptly disclosed to the UNDP. The Income shall be reported in the Annual Reports and reflected in a revised Project Budget and ABEASs added to the Contingency Budget line, recorded as accrued income to the UNDP, unless otherwise agreed between the Parties. This Income may be reinvested in the Project to fund specific activities through the procedures described in Article VIII, paragraph 7.
3. The Executing Agent shall provide UNDP with a basic Project Financial and Accounting Manual, reflecting the consortium's agreed regulations and rules (or policies and procedures), which will be applied to the implementation of this particular project, with in 60 days after the signature of the Project Document.

4. The Executing Agent shall make available at all times all records and documents covering the project to any UNDP authorised representative for view or inspection. Upon completion of the Project, or Termination of the Agreement, the Executing Agent shall maintain the records for a period of at least five (5) years unless otherwise explicitly agreed upon between the Parties.

## **Article X - REPORTING REQUIREMENTS**

1. The Executing Agent shall provide the UNDP with the following reports
  - (a) Annual Budget Estimate and Activity Schedule (ABEAS): prior to the beginning of each year of implementation; the first ABEAS as part of the agreed Project Design, the second and third ABEAS two months before the end of the previous year (i.e. one month after the third Quarterly Progress Report). The ABEAS should explicitly indicate which partner will utilise which resources.
  - (b) Quarterly Progress Report (QPR): every three months, four reports per one-year cycle the last being incorporated as a chapter in the Annual Progress Report, within seven (7) days (except for the 4<sup>th</sup> QPR) of completion of the reporting period;
  - (c) Annual Progress Report (APR): at the end of every one-year cycle, within twenty eight (28) days of completion of the reporting period;
  - (d) Audit: a mid-term audit report accounting for all funds transferred during the first, second and third instalments and prior to the processing of the fourth instalment, and a final audit report accounting for all funds transferred during fourth, fifth and sixth instalments, no later than one hundred twenty (120) days upon termination of the implementation period.
  - (e) Final Report (FR): upon termination of the Project and settlement of all outstanding contracts, within a maximum of one hundred fifty (150) days upon completion of the implementation period;
2. QPRs, APRs and the FR will include a narrative and financial section, accounting for all progress, activities, achievements and results, as agreed between the Parties, as well as all funds and disbursements. APRs will have particular emphasis on results achieved and impact during the reporting period (12 months).
3. All reports will be written in English.
4. The UNDP is authorised to visit the project as required for monitoring and control matters, normally at times agreed in advance, to see the progress of the project and review financial records and accounts. The UNDP, however, does reserve the right to conduct monitoring and evaluation assessments without prior notice if it believes this to be necessary. Furthermore, such monitoring must include at least annual visits by the PRC to project sites.
5. Financial reporting
  - (a) The purpose of financial reporting is to request an advance of funds, to report all detailed disbursements incurred on the Project by budgetary component on a periodic basis as well as to reconcile outstanding advances;
  - (b) Financial reports must reflect all project transactions on a cash basis. For this reason, un-liquidated obligations or commitments should not be reported to the UNDP, i.e., the reports should be prepared on an accrual basis, and thus will include only disbursements made by the Executing Agent and not commitments. However, the Executing Agent shall provide an indication when submitting reports as to the level of un-liquidated obligations or commitments, for budgetary purposes;
  - (c) Financial reports must contain information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the

Project. Failure to receive the financial reports on schedule would entail the UNDP's inability to act upon requests for advances of funds as previously agreed;

- (d) Any refund received by the Executing Agent from a supplier or other entity related to the Project should be reflected on the financial report as a reduction of disbursements on the component to which it relates;
- (e) The Executing Agent is not required to submit invoices together with financial reports. However, all original invoices and relevant supporting documentation must be properly filed and maintained for audit purposes and verification by UNDP, as per the provisions set forth under Article IX;
- (f) The final report to be submitted within one hundred fifty (150) days after completion of the Project implementation period or of the earlier termination of the present Agreement shall include a detailed inventory of supplies and equipment together with a proposal for the disposal of such Assets, in addition to the project narrative and financial information, and final financial audit.

#### **Article XI - AUDIT REQUIREMENTS**

1. The Executing Agent shall submit a mid-term and final independent audit report conducted by a qualified audit firm.
2. Audits will evaluate the sound management of the financial resources under this Project vis à-vis the Project Design and approved Budgets, as well as contractual and procurement procedures for goods, works and services (including "The Personnel").
3. The audit of the entire project shall be carried out by the auditors of the Executing Agent or by a qualified audit firm, which will produce the audit report and certify the financial statements. A copy of the auditor's management letter should also be enclosed.
4. Notwithstanding the above, the UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and records of the Executing Agent, its Partners and Associates, as necessary. The financial records covering this project may be subject to audit at anytime by the UNDP or its appointed auditors. The Executing Agent is therefore requested to preserve and make available these records for such examination until five (5) years after the deadline for submission of the financial report described below.

#### **Article XII - RESPONSIBILITY FOR CLAIMS**

1. The Executing Agent shall indemnify, hold and save harmless, and defend at its own expense, the UNDP, its officials and persons performing services for the UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the Executing Agent or its employees or persons hired for the management of the present Project.
2. The Executing Agent, its Partners and Associates, both severally or collectively as the case may be, shall be responsible for, and deal with all claims brought against it (them) by any of the Personnel.

#### **Article XIII - VISIBILITY AND PUBLIC AWARENESS**

1. Unless the UNDP requests otherwise, any notice, signpost or publication by the Executing Agent concerning the Programme, including at a conference or seminar, must specify that the Programme is funded by the European Union and managed and administered by the UNDP on behalf of the Government.
2. Any publication by the Executing Agent in respect of this Programme, in whatever form and by whatever medium, including the internet, must carry the following disclaimer: "*This*

*document has been produced with the support of the European Union and the United Nations Development Programme. The views expressed herein are those of [INSERT NAME OF EXECUTING AGENT] and can therefore in no way be taken to reflect the official opinion of the European Union nor the United Nations Development Programme."*

#### **Article XIV - SUSPENSION AND EARLY TERMINATION**

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that the UNDP, in consultation with the PRC, may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.
2. The UNDP shall consult with the Executing Agent if any circumstances arise that, in the judgment of the UNDP and/or the PRC, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The Executing Agent shall promptly inform the UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Executing Agent, where such circumstances are attributable to it or within its responsibility or control.
3. The UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the Executing Agent, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. The UNDP may indicate to the Executing Agent the conditions under which it is prepared to authorize management of the Project to resume.
4. If the cause of suspension is not rectified or eliminated within fourteen (14) days after the UNDP has given notice of suspension to the Executing Agent, the UNDP in consultation with the PRC may, by written notice, at any time thereafter during the continuation of such cause: (a) terminate the Agreement; or (b) terminate the management of the Project by the Executing Agent, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from the UNDP.
5. Subject to paragraph 4 (b), above, of the present Article, the Executing Agent may terminate the present Agreement in cases where a condition has arisen that impedes the Executing Agent from successfully fulfilling its responsibilities under the present Project Document, by providing the UNDP with written notice of its intention to terminate the present Agreement at least sixty (60) days prior to the effective date of termination.
6. The Executing Agent may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the Executing Agent and the UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by the UNDP in this respect.
7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenditures. The Executing Agent shall undertake no forward commitments and shall return to the UNDP, within thirty (30) days, all unspent funds, supplies and other property provided by the UNDP unless the UNDP has agreed otherwise in writing.
8. In the event of any termination by either Party under the present Article, UNDP shall reimburse the Executing Agent only for the costs incurred to manage the project in conformity with the express terms of the present Project Document. Reimbursements to the Executing Agent under this provision, when added to amounts previously remitted to it by

the UNDP in respect of the Project, shall not exceed the total UNDP allocation for the Project.

9. In the event of transfer of the responsibilities of the Executing Agent for the management of a Project to another institution, the Executing Agent shall cooperate with the UNDP and the other institution in the orderly transfer of such responsibilities.

#### **Article XV - FORCE MAJEURE**

1. In the event of and as soon as possible after the occurrence of any cause constituting *Force Majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *Force Majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Project Document. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by the UNDP, in accordance with Article XV, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven (7) days written notice of such termination.
2. In the event that the present Agreement is terminated owing to causes constituting *Force Majeure*, the provisions of Article XV, paragraphs 8 and 9, above, shall apply.

#### **Article XVI - ARBITRATION**

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

#### **Article XVII - PRIVILEGES AND IMMUNITIES**

Nothing in or relating to the present Project Document shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations and the UNDP.

#### **Article XVIII - AMENDMENTS**

The present Project Document and/or its Appendices may be modified or amended only by written agreement between the Representatives of the two Parties.



## **THE PROJECT DESCRIPTION**

The final version accepted by the PRC in accordance with the submission on Annex A: Application form and any subsequent revisions to it as a result of the project design phase following the initial acceptance of the original application





**FIRST ANNUAL BUDGET ESTIMATE AND  
ACTIVITY SCHEDULE  
(ABEAS-I)**

As completed during the project design phase.



## GUIDANCE FOR PLANNING AND REPORTING

### Key terms

**Relevant baseline data** describes the situation to be addressed by the Project and that serve as the starting point for measuring the performance of the Project. A baseline study is the analysis describing the situation prior to the implementation of the Project. This is used as a reference point to determine the accomplishments of the Project and serves as an important reference for evaluation.

**Performance indicators** are used to observe progress and to measure actual inputs, outputs, outcomes and impacts compared to those expected. Performance indicators are usually expressed in quantifiable terms and should be objective and measurable (i.e. numeric values, percentages, scores and indices). These indicators should be referred to in all planning and reporting:

**Input indicators** measure resources of all kinds used to implement activities within the Project e.g. proportion of total budget devoted to water and sanitation activities.

**Output indicators** measure the immediate and concrete consequences of the measures taken and the resources used e.g. the number of wells constructed, number of water committees trained.

**Outcome indicators** measure the short-term results at the level of beneficiaries e.g. increased use of clean water sources close to residences.

**Impact indicators** measure the long-term consequences of the outcomes e.g. decreased incidence of water-born disease in local area.

## **Annual Budget Estimate and Activity Schedule (ABEAS)**

An ABEAS is a summary of tasks, timeframes, resources and responsibilities, providing as much detail as possible of the scope of work. It describes the activities to be conducted as well as the expected inputs, outputs, outcomes and impacts. ABEAS provides critical milestones for activities that can serve as early warning indications that progress is off-target.

The Logical Framework defines the Project logic while the ABEAS specifies and describes this logic in terms of operations. An ABEAS is completed annually. The more defined and detailed the ABEAS the easier Project implementation usually is, since it implies that the Project team has thoroughly planned all Project activities. An ABEAS should comprise of the following:

- Cover page including 'ABEAS' and relevant number, name of Project, date of submission, UNDP, EC and NAO logos.
- Table of Contents
- List of Acronyms or Abbreviations
- Narrative summary of progress to date (unless AEBAS-I)
- Narrative overview of inputs, outputs and expected outcomes and impacts which outlines the Project scope for the year ahead. Clear indicators should be illustrated here; these indicators and associated results will be referred to in Project reporting.
- Activity schedule which should include at least the planned start and end dates for each activity and identify critical milestones (presented as a Gantt chart - see following example).
- Visibility/Public Awareness/Communications plan.
- Risk management plan. Risks and assumptions are identified in the logical framework, however, in volatile contexts, Project managers should include a well-thought-out course of action or alternatives to maximise the probability and consequences of positive events and minimising the probability and consequences



- Budget estimate and administrative plan which should be an overall resource plan identifying what physical resources (people, equipment, materials) are needed, what



- Procurement plan. This should be included as a separate plan when procurement activities constitute a considerable bulk of Project activities.
- Monitoring and evaluation plan. An ABEAS should be used as the basis for monitoring the progress of Project implementation as well as the production of outputs towards outcomes. The success of this plan relies on the fact that an immediate activity of every Project must be to collect relevant baseline data and to select the performance indicators.
- Memorandum of Understanding. This document should connect the general principles, as signed in the Partnership Statement, with the relevant detail on responsibility and financial allocation as detailed in the detailed Activity Schedule and Annual Budget Estimate. A narrative description of the financial implications of the ABEAS for each party should be provided here with a stated system of conflict resolution to be used to settle any dispute between the parties. This document must be signed by the Executing Agent, its Partners and Associates.

**Annexes:**

- Map of area of intervention
- Project team organisational chart
- Logical Framework
- Baseline data information and any change to this baseline
- Overall Project budget (3 year period)

Results	Activities	units responsible				Month												Cost Estimate
		abbr	abbr	abbr	abbr	1	2	3	4	5	6	7	8	9	10	11	12	
list expected results from Logframe	list main activities from logframe	X	X					1										
		X	X															
			X															
	breakdown main activities into manageable tasks	X	X	X			2		3				6	7			8	
		X	X															
					X													
				X	X													
		X	X						4			5						
			X															
			X															
			X															
		X																
				X											9		10	
				X														
				X														

- abbreviations for units responsible
- abbr 1
  - abbr 2
  - abbr 3
  - abbr 4
  - abbr 5
  - abbr 6
  - abbr 7
  - abbr 8
  - abbr 9
  - abbr 10

define milestones to facilitate measurement of achievements in ongoing project



## **Progress Reporting**

Reports will be submitted as Quarterly Progress Reports (QPR), Annual Progress Reports (APR) and one Final Report (FR). These reports will be both financial and narrative. Reports are used as the basis for assessing project performance in terms of their contributions through inputs to intended outputs, outcomes and impacts. The limited reporting period inherent in QPRs means that these reports should focus on inputs and outputs (as detailed in each year's ABEAS) rather than outcomes and impacts. Outcomes (as detailed in each year's ABEAS) should be highlighted in APR and impacts should appear in the FR. It should be noted that the 4<sup>th</sup> QPR should be incorporated as a distinct chapter of the APR and presented at the same time.

The Logical Framework and the relevant ABEAS should be used as planning tools during the Project cycle and as reference points for reporting. Performance will be measured against the indicators as defined in the Logical Framework and ABEAS.

Each report should contain the following:

- Cover page including relevant report name (QPR/APR/FR) and date, name of Project, Project Document reference number, date of submission, UNDP, EC and NAO logos.
- Table of Contents
- List of Acronyms or Abbreviations
- Narrative comparison between activity schedule as shown in relevant ABEAS and actual activities carried out during the reporting period.
- Summary of indicators used to measure achievements as they appear in the relevant ABEAS.
- Overview of achievements based on above indicators. Relevant indicators will depend on whether a QPR, APR or FR (see above). Photographic record should be included.
- Update on Visibility/Public Awareness/Communications, Risk management and Monitoring and Evaluation.
- Narrative overview of any necessary changes made to the Project design or implementation, describing any shortfalls in meeting scheduled activities. Describe the implications in terms of performance indicators.
- Description of lessons learnt during the reporting period and any future changes that will be made based on this.
- Comparison of the budget estimate and procurement plans in the relevant ABEAS with actual funds received and actual expenditure.

## **Annexes**

- Map of area of intervention
- Project team organisational chart
- Logical Framework
- Baseline data information and any change to this baseline
- Overall project budget (3 year period)



## PROCUREMENT GUIDELINES

The Executing Agent will utilise its own procurement rules and regulations. However, should these rules and regulations not adhere to international procurement principles, the guidelines mentioned below must be observed. Should there be impediments of any sort to proceed as prescribed, the Executing Agent must notify UNDP in writing to seek advice and compromise towards a satisfactory solution.

- 1- Principles of UNDP Procurement:
  - a. Best value of money: The overall guiding objective of procurement is to obtain the best value for money. "Best value for money" is defined as the responsive offer that is the best combination of technical quality and price;
  - b. Fairness, integrity and transparency: The procurement process must allow suppliers to compete for business on a competitive and transparent basis.
- 2- As a general rule, competition must be used to procure goods, works and services, as follows: (please note Currency change from € to US\$)<sup>1</sup>
  - a. Less than \$2,500: one single offer;
  - b. From \$2,500 to \$99,000: informal competitive bidding process (request for quotations); minimum 3 response quotes; international (unless local bidding justified);
  - c. More than \$100,000: formal competitive bidding process (request for proposals); open or limited; international;
  - d. Waivers: waivers for competitive bidding under (b) and (c) above for amounts above \$30,000 must be duly justified with the requisite justification and supporting documents.
- 3- As for specifications and designs for requesting goods, the use of "brand names" must be avoided. However, if there is no choice, it is necessary to include the words "or equivalent".

Six (6) months prior to the end of the Agreement the Executing Agent, with the agreement of the Partners and Associates, shall submit a comprehensive list of the Assets, non-expendable materials and supplies purchased under this Agreement, stating the proposed transferral of such Assets to local partners/final recipients of the Project on completion of the Project. Copies of the transfer titles will be attached to the final report.

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Although the Project Budget is expressed in Euro, the financial parameters for procurement purposes are set in US\$ as per UNDP standards. Project managers are advised to check current exchange rates (€:\$) for each procurement operation as it occurs, to ensure that they observe these set limits.

**APPENDIX 6**

**FINANCIAL IDENTIFICATION FORM**

*(please type)*

ACCOUNT HOLDER	
NAME	
ADDRESS	
CITY	
COUNTRY	
CONTACT	
TELEPHONES	
FAX	
E-MAIL	

BANK DETAILS	
NAME	
ADDRESS	
CITY	
POSTAL CODE	
COUNTRY	
ACCOUNT#	
SWIFT CODE	
CONTACT	
TELEPHONES	
FAX	
E-MAIL	

BANK SEAL AND SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE & SIGNATURE OF ACCOUNT HOLDER STAMP OF THE ORGANIZATION

**APPENDIX 7**

**STANDARD REQUEST FOR PAYMENT**

**Date:**

United Nations Development Programme  
Sudan Post Conflict Recovery and Rehabilitation Programme  
House 7, Block 5, Gama'a Avenue  
P.O. Box 913  
Khartoum, Sudan

Or

162 Whispers Avenue  
P.O. Box 30218  
Nairobi, Kenya

Project Document Reference Number: \_\_\_\_\_  
Name and address of the Executing Agent: \_\_\_\_\_  
Request for payment number: \_\_\_\_\_

Dear Sir/Madam,

I hereby request payment of the \_\_\_\_\_ payment under the Project Document mentioned above.

The amount requested corresponds to the value indicated in Article VII of Appendix 1 to the Project Document: Provisions Governing the Project Document, namely, EUR \_\_\_\_\_ (AMOUNT IN WORDS).

Please find attached the following supporting documents (tick appropriate box):

- T Signed Project Document
- T Annual Budget Estimate and Activity Schedule (ABEAS) for the period ...
- T Quarterly Progress Report for the period... T Audit report for the period...

The payment should be made to the bank account described under Appendix 6 of the Project Document.

Yours faithfully,

\_\_\_\_\_  
NAME  
TITLE