



**REPUBLIC OF SOUTH SUDAN
MINISTRY OF TRANSPORT**

REQUEST FOR PROPOSALS

CONSULTANCY SERVICES

*Review and update of the South Sudan Transport Sector Policy
(2012-2017)*

February 2024

Invitation to Tender

THE MINISTRY OF TRANSPORT, REPUBLIC OF SOUTH SUDAN HAS RECEIVED FUNDS FROM THE NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY (NCTTCA) to procure a Consulting Firm to *review and update the South Sudan Transport Sector Policy (2012-2017)* for which this Request for Proposals (RFP) is issued.

The Ministry of Transport now invites Consulting Firms to provide Technical and Financial Proposals for the following Services: *Review and update the South Sudan Transport Sector Policy (2012-2017)*. More details on the services are provided in the attached Terms of Reference (TOR).

The Consulting Firm will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Consulting Firms**
- Section II. Technical Proposal – Standard Forms**
- Section III. Financial Proposal – Standard Forms**
- Section IV. Terms of Reference**
- Section V. Standard Form of Contract**

The Proposals must be delivered by hand or through mail to the **Office of the Director General for Transport and Safety in the Ministry of Transport, P.O. Box 149 Jebel, Yei Road, Juba, South Sudan, Email: ladotongun@gmail.com, Mobile: +211925719435, or to 1196 Links Road, Nyal, P.O. Box 34068 - 80118 / Mombasa, Kenya, Email: tca@ttcanc.org** by **20th March 2024 at 10:00am**. Late Proposals shall not be accepted.

The Ministry of Transport reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Consulting Firms.

Mary Akech T. Milla
The Undersecretary

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Section I - Instructions to Consulting Firms

1. Introduction

- 1.1. Only eligible Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2. Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Consulting Firms are encouraged to attend a pre-proposal conference as is specified in Item 2.3. of this Instruction.
- 1.3. The Consulting Firm's costs of preparing the proposal and of negotiating the contract, are not reimbursable as a direct cost of the assignment.
- 1.4. Consulting Firms shall not be hired for any assignment that would conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the Ministry of Transport.
- 1.5. The Ministry of Transport is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/Consulting Firms.
- 1.6. The Ministry of Transport shall provide at no cost to the Service Provider/Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports (see Section V. Terms of Reference).
- 1.7. Consulting Firms interested in bidding for this assignment should register with us on; **ladotongun@gmail.com** to facilitate easier communication of the addendum if any.

2. Corrupt, fraudulent, and coercive practices

- 2.1. The Ministry of Transport Policy requires that all Staff, bidders, manufacturers, suppliers, or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. The Ministry of Transport shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this policy, the Ministry of Transport defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of interest

3.1. All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1. At any time before the submission of the proposals, the Ministry of Transport may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Consulting Firms who have acknowledged the Letter of Invitation.

4.2. Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to the Ministry of Transport at the address indicated in the invitation at least *(7) calendar days* before the set deadline for the submission and receipt of Proposals. The Ministry of Transport will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1. A Consulting Firm's Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2. The Proposal, and all related correspondence exchanged by the Consulting Firms and the Ministry of Transport, shall be in English. All reports prepared by the contracted Service Provider/Consulting Firm shall be in English.

5.3. The Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

6.1. When preparing the Technical Proposal, Consulting Firms must give particular attention to the following:

- a) If a Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consulting Firms may associate with the other consultants invited for this assignment or to enter a joint venture with consultants not invited, only with the approval of the Ministry of Transport. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) It is desirable that most of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have the experience of at least *Five years*, preferably working under conditions like those prevailing in the country of the assignment.

6.2. The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TECH 1 to TECH 6 (Section III).

- a) A brief description of the Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TECH-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
 - b) A description of the approach, methodology and work plan for performing the assignment (TECH-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TECH-7)
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- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team member (TECH-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TECH-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) A time schedule estimate of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TECH-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan (TECH-7).
- g) A detailed description of the proposed methodology and staffing for training of the Ministry of Transport staff as specified in this RFP.

6.3. The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1. In preparing the Financial Proposal, Consulting firms are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF-1 to FPF-4 (Section IV).
- 7.2. The Financial proposal shall include all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3. The Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, the Ministry of Transport may either: a) reimburse the Service Provider/Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Consulting Firms shall express the price of their services in **USD**.
- 7.5. The Financial Proposal shall be valid for **90 calendar days**. During this period, Consulting Firm is expected to keep available the professional staff for the assignment. The Ministry of Transport will make its best effort to complete negotiations and determine the award within the validity period. If the Ministry of Transport wishes to extend the validity period of the proposals, the Service Provider/Consulting Firm has the right not to extend the validity of the proposals.

8. Evaluation of Proposals

8.1. After the Proposals have been submitted to the Ministry of Transport and during the evaluation period, Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any member of the Ministry regarding matters connected to their Proposals. Any effort by the Consulting Firms to influence the Ministry of Transport in the examination, evaluation, ranking of Proposals, and recommendation for the award of contract may result in the rejection of the Consulting Firm's Proposal.

9. Technical Evaluation & Financial Evaluation

INSTRUCTIONS TO TENDERERS
Name of the Client: MINISTRY OF TRANSPORT
Financial Bid to be submitted together with Technical Proposal: Yes
Name of the assignment is: <i>Review and update of the South Sudan National Transport Policy 2012</i>
The Client's representative is: The Undersecretary, Ministry of Transport Address: <i>The Ministry of Transport</i> <i>P.O. Box 149 Jebel, Yei Road, Juba, South Sudan</i> <i>Email: ladotongun@gmail.com</i>
The Proposal Validity Period shall be 90 days
Clarifications may be requested not later than 7 (seven days before the submission date. The address for clarification on bid document; ladotongun@gmail.com
Bidders must exclusive of taxes as the institution is tax exempt
Prices quoted shall be in US Dollars
Bidder must submit the original and 2 hard copies of the combined Technical Proposal and Financial Proposal and the bidder shall also submit a soft copy of bid in a flash disk/memory stick.
The Proposal submission address is: <i>The Ministry of Transport</i> <i>P.O. Box 149 Jebel, Yei Road, Juba, South Sudan</i> <i>Email: ladotongun@gmail.com</i>

Proposals must be submitted no later than the following date and time: **20th March 2024 at 10:00 am**

Attendance at Opening: The bidders may not necessarily attend the opening of the bids.

Proposal Evaluation Process

Evaluation of bids shall be done as follows:

Technical & Financial Proposal evaluation will be carried out.

Evaluations will follow a 3-step process:

- i. Step 1: Preliminary Evaluation
- ii. Step 2: Technical Proposal Evaluation
- iii. Step 3: Financial Proposal Evaluation

Proposals will be evaluated as follows:

- i. **Step 1:** Responsiveness to all mandatory requirements
- ii. **Step 2:** Technical Proposal Evaluation: Proposals will be evaluated against the criteria set out below. The financial proposal for bidders whose Technical Proposals are evaluated as scoring a minimum score of 80% will be eligible for Financial Proposal Evaluation.
- iii. **Step 3:** Financial Proposal Evaluation: Financial Proposals will be evaluated according to the criteria set out below.

Step 1: Preliminary Evaluation

The bid;

Shall contain the following components:

- a. Particulars of Tendering Company including:
- b. The Company background/profile (**Mandatory**).
- c. Postal and physical address of the business (**Mandatory**).
- d. Certificate of Registration/Incorporation (**Mandatory**).
- e. Valid and Current Tax Compliance or Tax-Exempt Certificate from where the business operations of tenderer are domiciled (**Mandatory**).

Evaluation of all bids submitted will be made firstly in respect of their responsiveness to preliminary requirements set above on a pass-fail basis. The bids that are not responsive to any of the **Mandatory** requirements shall be rejected and disqualified from further consideration.

Step 2: Technical Evaluation.

Technical Evaluation Criteria	Allotted Maximum Score	Passing Score 80%
1. Specific Experience of the Consultant relevant to the assignment (30 points) including a. Experience of carrying out assignment in regional organization (15 points) b. Specific Experience in Preparation of National Transport Policies (10 points) c. Experience of the firm in roads, rail, air, pipeline, and Inland waterways (5 points).	30	24
2. Adequacy of the proposed Audit methodology and audit plan	20	16
3. Specified Key Personnel – professional staff qualifications and competence for the assignment i. Team Leader (20 points) ii. Transport sector expert (10 points) iii. Legal Expert (10 points) iv. Institutional Expert (10 points)	50	40
TOTAL	100	80

The minimum technical score, T_s , required to pass and proceed to Financial Proposal opening is: **80%**

Technical and Financial Weights

Technical proposal weight: **80%**

Financial proposal weight: **20 %**

Step 3: Financial Proposal Evaluation

The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100.

The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:

$S_f = 100 \times F_m/F$, in which “ S_f ” is the financial score, “ F_m ” is the lowest price, and “ F ” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = _____ 80, and

P = _____ 20

Proposals are ranked according to their combined technical (T_s) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following: $S = T_s \times T\% + S_f \times P\%$.

10. Negotiations

- 10.1. The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is 28th March 2024
- 10.2. Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by the Ministry of Transport; e) Discussion on the financial proposal submitted by the Service Provider/Consulting Firm; and f) Provisions of the contract. The Ministry of Transport shall prepare minutes of negotiation which will be signed both by Ministry of Transport and the Service Provider/Consulting Firm.
- 10.3. The financial negotiations will include clarification on the tax liability and the way it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 10.4. Having selected the Service Provider/Consulting Firm based on, among other things, an evaluation of proposed key professional staff, Ministry of Transport expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, Ministry of Transport shall require assurances that the experts shall be available. Ministry of Transport will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 10.5. All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

10.6. The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, Ministry of Transport and the Consulting Firms shall initial the agreed Contract. If negotiations fail, Ministry of Transport shall invite the second ranked Service Provider/Consulting Firm to negotiate a contract. If negotiations still fail, the Ministry of Transport shall repeat the process for the next-in-rank Consulting Firms until the negotiation is successfully completed.

11. Award of contract

11.1. The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the Ministry of Transport shall promptly notify other Consulting Firms on the shortlist that they were unsuccessful. Notification will also be sent to those Consulting Firms who did not pass the technical evaluation and Ministry of Transport shall return their unopened Financial Proposals.

11.2. Consulting Firm is expected to commence the assignment on **4th April 2024**

12. Confidentiality

12.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of Ministry of Transport's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TECH-1: Technical Proposal Submission Form

[Location, Date]

To: *[The Undersecretary, Ministry of Transport]*

Ladies/Gentlemen:

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

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept the Ministry of Transport's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the Ministry of Transport as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TECH – 2: Consulting Firms Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TECH – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TECH – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TECH – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TECH-6: Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature of Authorized Representative: _____

Full Name: _____

Title: _____

TECH-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11th h	12th h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[The Undersecretary, Ministry of Transport]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the Ministry of Transport right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the Ministry of Transport as a result of this Proposal or not.

We confirm that we have read, understood, and accept the contents of the Instructions to Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF- 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local taxes, to be paid by the Ministry of Transport in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Reimbursable Expenses ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/The Ministry of Transport]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

² Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/Ministry of Transport]

Description ¹	Unit	Unit Cost ²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

TERMS OF REFERENCE FOR REVIEW AND UPDATE OF THE SOUTH SUDAN TRANSPORT SECTOR POLICY (2012-2017)

A. CONTEXT

The Republic of South Sudan gained independence in July 2011 from the larger Sudan and has committed some efforts towards economic development and socio-political cohesion. However, the pace of development has been affected by civil wars and several internal conflicts compromising the well-being of the population and its development trajectory. The country is now faced with institutional weaknesses, high poverty levels, high unemployment, and capacity gaps; hindering the effective implementation of development projects and programmes.

As a member of the Northern Corridor Transit and Transport Coordination Authority and indeed the East African Community (EAC), South Sudan is bound by the trade transport facilitation obligations and instruments agreed to between itself and the Northern Corridor Transit and Transport Agreement and the Treaty for South Sudan Accession into the EAC. Upon joining the Northern Corridor and the EAC, the Republic of South Sudan undertook to employ measures spanning financial, construction, strategic, policy, legislative, prioritization and capacity and institutional enhancement under transport to support its national and regional trade expansion through efficient and interconnected infrastructure.

South Sudan has a multimodal transport system comprising roads, railways, inland waterways, oil pipeline, and air transport networks. Road transport accounts for the majority of passenger and freight movement within, and to and from South Sudan. The estimated road network is about 12,642 km consisting of 7,369 km of interstate roads, 1,451 km of state primary roads and 3,822 km state secondary roads. The condition of the existing road network is poor with almost the entire network being gravel or earth road in a state of very poor conditions and a vast majority impassable during the rainy season (JICA, 2010). In 2022, only 9% of roads in South Sudan were in fair condition (the Northern Corridor Transport Observatory, 2022). The density of paved roads is 0.2km per 1,000 square kilometre, insignificant as compared to an average of 16.8 for Sub-Saharan Africa and 9.9 for low-income fragile States in Africa. Approximately 80% of the population lives in rural areas and most of them have no access to an all-weather road (AfDB, 2013).

The public transport services between bus terminals in Juba (Custom, Konyo-Konyo, Muniki, Gudele, Gumba) and other places are provided by minivans which are operated by individuals and not by companies. The authorisation to operate minivans as public transport vehicles is issued by the traffic police. However, the actual number of minivans providing public transport services in Juba and outside is currently known since the reported figure of registered minivans includes trucks as commercial vehicles (JICA, 2010).

South Sudan does not have an extensive rail system. Current rail infrastructure, which was constructed between 1959–1962, and was left over from the previous Sudan government is in a serious state of disrepair. The Directorate of Railways, established within the Ministry of Transport, manages railways related activities since there is no operational railways system currently. The lack of an operational railways system masks the great potential of this mode of transport for the Country.

South Sudan needs to develop railways as part of enhancing national and regional transport system (TNA, 2022).

River transport is potentially a critical mode of transport due to the availability of navigable waterways in South Sudan. The section of the White Nile between Juba and Juda (border with Sudan, about 1,300 km) and the Bahr el Ghazal and Sobat rivers which are tributaries of the White Nile are navigable. Seven of the ten states of South Sudan are served with river transport but river conditions and lack of navigation aids are significant impediments to river transport among others (AfDB, 2013). The lack of legal and institutional framework underlies the biggest challenge in the development of over 2000 kms of South Sudan navigable inland waterways. Low investments in water transport sub-sector and lack of an enabling policy and legal framework and further lack of a development plan with sustainable financing strategy, river transport suffers huge infrastructure deficit in fixed and mobile infrastructure, dredging equipment, communications, and institutional and capacity challenges (NCTTCA, 2022).

The River Transport Cooperation provides regular transport services on a stretch of 500k between Kosty and Malakal and occasional transport services on a stretch of 936km between Malakal and Juba (JICA, 2010).

The aviation subsector has gradually moved towards attaining its development goals. South Sudan has committed resources to ensure the sector meets some of the most critical international standards and recommended practices to sustain aviation operations. In addition to the growing international aviation operations in South Sudan, a further point that is underpinning the developments in the sector is the rising domestic demand for air transport between Juba and the States for passenger transport and cargo operations by the UN Aid Agencies in the Country. South Sudan joined the EAC Civil Aviation Safety and Security Agency (CASSOA) as the 6th member and plans to construct a new International Airport at Malakal to succeed Juba. However, its implementation is held back by lack of investments and finalisation of some of the design studies and facilities (NCTTCA, 2022).

Air transport infrastructure is composed of an international airport in Juba, a domestic airport in each state capital of the other nine states and airstrips which were used to provide military logistics and humanitarian relief supplies. Only Juba International Airport (JIA) and three domestic airports (Rumbek, Wau and Malakal) are manned and JIA and Malakal are the only airports with paved runways. JIA, which is the main gateway to South Sudan, is very close to the old build-up area, it causes problem of noise and urban development (Report on technical assistance for the development of the transport sector in South Sudan, AfDB, 2013).

Cargo coming from the port of Mombasa in Kenya or from Kampala in Uganda access Juba via four major corridors (See Annex 1). The trunk road network that stretches from Mombasa to 1) Juba (via Nimule) is 1,713 km; 2) via Kampala is 1,835 km; 3) via Kaya is 1,854 km; and 4) via Nadapal 1,798 km. More than 95% of transit cargo is cleared through Nimule, while only 4.5% and 0.5% go through Kaya and Nadapal border posts respectively (USAID, 2012). Other alternative supply routes to Juba, which also involve other modes of transport include; (1) Kosti-Malakal-Bor-Juba by river; (2) Nairobi-Lokichokio- Nadapal by air; and Napadal-Torit-Juba by road; (3) Nairobi-Juba by air; and (4) Kampala-Juba by air (USAID, 2012).

The health of the transport sector in South Sudan is related to the health of the institutional, capacity, policy, and legal structuring of the parent Ministry of Transport (MoT). The drafted South Sudan Transport Sector Policy (2012-2017), which was supposed to provide the direction for the transport sector, expired nearly six years ago without cabinet approval. However, the policies and strategic priorities therein still carry weight in terms of what should be done to enable MoT become institutionally strengthened and functionally streamlined to carry out its mandate effectively. The Republic of South Sudan through MoT has requested the Northern Corridor Secretariat to facilitate review and update of the South Sudan Transport Sector Policy (2012-2017). The updated Transport Policy (**Period TBD**) will create a general framework upon which mechanisms for the development and regulation of the sector would be built according to the MoT. The updated policy will adopt a comprehensive, multi-agency view of the transport sector covering transport infrastructure, modes, and functions not within the mandate of MoT or any of the agencies its leadership oversees. It will further emphasize on the role of the MoT in setting policies and strategic plans for the sector and call for review of institutional and legislative frameworks for the transport sector in a way that leads to the sustainability of the sector.

B. OBJECTIVE

The overall objective of the assignment is to contribute to the long-term development of the transport sector in the Republic of South Sudan, while considering challenges, growing demands, and the government's strategic plans and priorities. The specific objective of the assignment is two-fold:

- Update of the South Sudan Transport Sector Policy (2012-2017) and identifying policy, legal, and regulatory changes that need to take place to implement the Transport Sector Policy. In doing so, as special focus needs to be placed on incorporating the following themes across all subsectors and issues: multimodality, climate change, road safety, inclusion (i.e., women and vulnerable groups), private sector participation, technology, and regional integration.
- Development of an action plan and stakeholder engagement plan for the implementation of the updated National Transport Policy (**Period TBD**).

C. SCOPE AND TASK DETAILS

1) Collate and review background information:

- Engage primarily with Ministry of Transport (MoT) and, through MoT, with all other relevant public agencies to collate the necessary documents, including the Transport Sector Policy (2012-2017) and any related strategic documents for other sectors, relevant policy documents, relevant previous studies, and applicable laws, bylaws, and instructions.
- Review collated documents, with special attention given to the Transport Sector Policy (2012-2017)
- Furnish the MoT with the appropriate approach and way forward while confirming the agreed upon timeline for executing the activities.

2) Update the Transport Sector Policy (2012-2017):

The updated National Transport Sector Policy should detail the overall policy framework for the transport sector in South Sudan, as well as all its sub-sectors and the cross-sectoral/ integration issues. At a minimum, the document should satisfy the following criteria:

- Include up-to-date general information on the transport sector, in terms of both supply and demand data/trends.
- Provide clarity on how the National Transport Policy relates to other strategic documents such as **Vison 2040, etc.....**in South Sudan.
- Ensure the following themes are incorporated into the various policies across all sub-sectors/issues. This should be done to the best extent possible and consistent with the relevant national strategies, policies, and laws/regulations for each of these themes:
 - Multimodality and regional integration.
 - Climate change, including transport fleet electrification and decarbonization.
 - Gender, including female employment and participation in the transport sector and enhancing female access to transport services.
 - Technology, including the use of smart solutions in the management of transport infrastructure and the provision of transport services.
 - Private sector participation, in financing, operating, and maintaining transport infrastructure and services.
 - Inclusion, ensuring equitable access to transportation by various segments of society, including the elderly and people with disabilities.
 - Other areas that may come up in discussions with the Ministry of Transport and other relevant stakeholders.
- Take an integrated approach across the various modes of transportation so that cannibalization of transport demand can be avoided.
- Develop an institutional mapping of agencies involved in the Transport Sector Policy and develop options for removing overlaps and redundancies in the updated National Transport Policy.
- Propose an enforcement and monitoring mechanism for the various policies, including a clear assignment of responsibilities (while highlighting the leadership/oversight role of the Ministry of Transport).
- Prioritize policies in the updated National Transport Policy based on short, medium, and long-term horizons and highlighted in discussions with the Ministry of Transport and other stakeholders.

3) Perform a gaps analysis within the Transport Sector of South Sudan:

Identify legal/legislative and institutional gaps that need to be addressed to facilitate the implementation and enforcement of the policies included within the updated National Transport Policy. At a minimum, the document should satisfy the following criteria:

- Identify if any, laws or regulations shall be issued, and support the Ministry of Transport in preparing the Terms of Reference (ToR) for a legal firm to prepare these.
- Identify any policies that are missing in the Republic of South Sudan (e.g. logistics policy, policy for Electric Vehicles, and ride hailing etc.) that could complement the updated National

Transport Policy and support the Ministry of Transport in preparing the Terms of Reference (ToR) for these policies.

- Assess how the South Sudan Transport Sector Policy (2012-2017) was enforced and monitored and suggest options for removing institutional gaps and tangible ways of enforcing the policies.
- Set clear priorities for the short-, medium- and long-term gaps identified.

4) Develop an Action Plan and Stakeholder Engagement Plan, and undertake consultations:

- **Action plan:** the action plan should be time bound and organized into short-, medium- and long-term actions. It should draw heavily from the updated National Transport Policy and the gaps analysis. It should focus on the operationalization of the updated National Transport Policy and filling the key gaps identified.
- **Stakeholder Engagement Plan:** It should cover:
 - The consultations to be done as part of the consultancy. This immediate term stakeholder plan should be developed as part of the inception report.
 - A stakeholder engagement plan to support the action plan (and the short-, medium- and long-term actions proposed) that will be developed.
- **Consultations:** Prepare necessary material (presentations and executive summaries) to present the contents of the deliverables to the Ministry of Transport and other relevant stakeholders at least twice (once in the draft report stage and another in the final report stage). Organize and conduct Key Information Interviews (KIIs), Focus Group Discussions (FDGs) and Workshops. **Note that the firm will be responsible for:**
 - All materials (agendas, presentations, background materials etc.) needed for the KIIs, FDGs and Workshops. Venue for KIIs, FDGs and Workshops.
 - The number and scope of KIIs and FDGs should be proposed by the firm but should include not only transport and related agencies but also transport service providers, private sector, women's groups, and other civil society actors.
 - The firm should propose the minimum number of workshops required and the sequencing of the workshop.

D. DURATION

The assignment will be executed over a period of six (6) **months**. This period includes reviews of the reports by the Ministry of Transport and other key stakeholders.

E. DELIVERABLES

The main deliverables under the assignment are the following:

- **Inception Report:** to be submitted at the end of the third week after signing the contract. This report should present a listing of literature and data collected, initial finds, and a detailed approach and work plan (including the stakeholder engagement plan for the consultancy).

- **Outline for updated Transport Sector Policy (2012-2017):** to be submitted halfway through the second month. This document should include an annotated outline of the National Transport Policy.
- **Draft updated National Transport Policy document:** to be submitted at the end of the fourth month. This document represents the first draft of the main deliverable in this assignment. This draft should be complete (i.e. it should include the content for all sections presented in the National Transport Policy Outline).
- **Draft Regulatory Gaps Report:** to be submitted halfway through the fifth month. This document should present laws and regulations that need to be amended to implement the updated National Transport Policy and, more broadly, achieve the Ministry of Transport's strategic objectives.
- **Draft Action Plan and Stakeholder Engagement Report:** to be submitted halfway through the fifth month. The document should present the short-, medium- and long-term actions needed and clearly layout the stakeholder engagement needed to meet these short-, medium- and long-term actions.
- **Workshop, KII and FDG materials:** Post completion of the KIIs, FDGs and Workshops the consultant will submit the final materials in report form. This should include (at a minimum) the materials, participants, minutes of the discussion and key agreements reached.
- **Final Reports:** to be submitted halfway through the sixth month. These include:
 - Final National Transport Policy
 - Final Regulatory Gaps Report
 - Draft Action Plan and Stakeholder Engagement Report
 - Workshop, KII and FDG Report (timed with the number of workshops)

All deliverables, the final version of the updated National Transport Policy document, and the Action Plan and Stakeholder Engagement Report should be submitted in English.

F. QUALIFICATIONS

1. A consultancy firm will execute this assignment. The contracted entity should be familiar with transport sector policy work and shall possess the following qualifications:
 - A legal status enabling the organization to perform the above-mentioned tasks;
 - Demonstrated experience on working on transport sector policy and strategy;
 - Be ready to assume work as soon as possible.
2. The multidisciplinary team will consist of a Team Leader and identified key experts with relevant experience and qualifications to undertake the work.

3. The team working on this assignment should have the following minimum requirements:
- **Team Lead:** with a proven track record (15+ years) in policy and strategy development for national governments. Experience in the EAC region and in the transport, sector is highly preferred.
 - **Transport Sector Expert:** with a specialized degree (Master's or PhD) in transport planning, Transport engineering or a related field and a proven track record (10+ years) in delivering transport related project specifically those that involve a regulatory or policy angle. Experience in the EAC region and in a multitude of transport sub-sectors (land, air, and sea / passenger and freight) is preferred. The Consulting firm may choose to propose multiple individuals for this position.
 - **Legal Expert:** with a proven track record (10+ years) in reviewing and drafting transport policies and regulations and/or providing relevant legal advice in the transport sector.
 - **Institutional Expert:** at least 10+ years of proven experience in working with public and private agencies advising on reforms to improve the organizational performance. He/she will analyse the transport sector institutional framework and guide the development of policies and regulations appropriate for restructuring of the sector's institutions.
 - In addition, the firm is expected to bring the following experts for the work as needed:
Gender and Inclusion Expert, Private Sector Expert, Climate Change Expert, Technology Expert

G. SUPERVISION

4. The consultant will work under the guidance and supervision of the Director General for Transport and Safety in the Ministry of Transport, Republic of South Sudan and will be expected to work in close coordination with the Northern Corridor Transit and Transport Coordination Authority (NCTTCA).

H. CONFIDENTIALITY STATEMENT

5. All data and information received from various government institutions in South Sudan for this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference (TOR). The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the MoT.

I. OWNERSHIP OF DATA AND MATERIALS

6. Any deliverables under this assignment in any form, including data collection and any communications material developed under this assignment, will be the property of the Ministry of Transport.

Section V – Pro-forma Contract

**REVIEW AND UPDATE OF THE SOUTH SUDAN TRANSPORT SECTOR POLICY
(2012-2017)**

Lump-sum payments

Date...../...../ 2024

CONTRACT FOR CONSULTING SERVICES - REVIEW AND UPDATE OF THE SOUTH SUDAN TRANSPORT SECTOR (2012 – 2017)

This Agreement, (hereinafter called “the Contract”) is entered into this _____ by and between **the Ministry of Transport** whose registered office is situated; *P.O. Box 149 Jebel, Yei Road, Juba, South Sudan* (hereinafter called “the Client”) of the one part AND

_____ whose registered office is situated at _____ (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”), and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in **Section IV, “Terms of Reference and Scope of Services,”** which is made an integral part of this Contract;
 - (ii) The Consultant shall provide the personnel listed in form **TECH – 4: “Team Composition and Task Assignments”** to perform the Services;
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in form **TECH – 7B: “Completion and Submission of Reports”**

2. Term The Consultant shall perform the Services during the period commencing on and continuing through to or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling
For Services rendered pursuant to **Section IV**, the Client shall pay the Consultant an amount not to exceed _____ (United States _____), exclusive of all local taxes.

This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits. The Client is exempted from tax in the host country.

B. Schedule of Payments

The schedule of payments is specified below

_____ (being 20% of the Contract sum) upon the Client's receipt of the Inception Report from the Consultant, acceptable to the Client and

_____ (being 60% of the Contract sum) upon the Client's receipt of the draft report, acceptable to the Client; and

_____ (being 20% of the Contract sum) upon the Client's receipt of the final report, acceptable to the Client.

Total USD _____

C. Payment Conditions

Payment shall be made in US Dollars unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate of three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

A report shall be considered accepted/approved by the Client if no comments are received from the Client within two weeks of submission, and thus due for payment.

4. Project Administration

A. Coordinator

The Client designates as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in form **TECH – 7B: "Completion and Submission of Reports"** shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing services (other than the Services and any continuation thereof) resulting from any recommendation arising from this consulting service.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language. The final report however must be presented in English and translated into French.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT FOR THE CONSULTANT

Full Name: _____ Full Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Date: _____ Date: _____