

KENYA METEOROLOGICAL DEPARTMENT

INSTRUCTION TO TENDERERS

INDIVIDUAL CONSULTANCY- SUPPORT TO KENYA METEOROLOGICAL DEPARTMENT (KMD) TO SUPPORT THE ESTABLISHMENT OF THE NATIONAL FRAMEWORK FOR CLIMATE SERVICES (NFCS)

RFP/ICPAC/INTRA-ACP/IC/01/2020

1. Services to be provided

The services required by the contracting authority are described in the terms of reference.

Timetable

	DATE	TIME
Deadline for requesting clarification from the contracting authority	26 th November 2020	5.00PM
Last date for the contracting authority to issue clarification	30 rd December 2020	5.00PM
Deadline for submitting tenders	14 th December 2020	5.00PM
Completion date for evaluating technical offers	24 th December 2020	5.00PM
Notification of award	22 nd January 2021	5.00PM
Contract signature	29 th January 2021	5.00PM

* All times are in the time zone of the country of the contracting authority

⊗ Provisional date

2. Participation and Experts

- a) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1.1 (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the **practical guide**. Should they be in one of these situations, their tender will be considered either unsuitable or irregular.
- b) The contract between the tenderer/contractor and its experts shall contain a provision stating that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.

3. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting

authority must be written in English.

The tender must include a technical offer and a financial offer, which must be submitted in through official email: procurement@icpac.net. Financial proposal should be password protected.

4.1. Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** including:
 - a) A signed **declaration** using the format attached to the tender submission form.
 - b) A completed **financial identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the European Commission, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).
 - c) The **legal entity file** and supporting documents (if the tenderer has already signed another contract with the European Commission, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).
 - d) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (2) **Organisation and methodology**
- (3) fee-based contracts: The 'Estimated number of working days' worksheet must be included. Only the work experience mentioned in the CV will be considered by the evaluation committee.

The qualifications and experience of the key expert must clearly match the profiles indicated in the terms of reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

Tenderers must provide the following documents for any key experts proposed:

- a copy of the certificates mentioned in their CVs,
 - a copy of employer certificates or references, or signed copies of consultancy or labour contracts, proving the professional experience indicated in their CVs.
- (4) Documentary evidence of the financial and economic capacity as well as the technical and professional capacity.

4.2. Financial offer

The financial offer must be presented as an amount in [**Euro**]. The Financial offer must be **Password Protected**. Tenderers will be requested the password for the financial proposal through procurement official email: procurement@icpac.net. The financial offer should clearly show:

1. Budget breakdown
2. Working days

4. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

5. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. This 60-day period is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1 of the practical guide, up to the adoption of that recommendation.

6. Additional information before the deadline for submitting tenders

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to a request, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Procurement@icpac.net

The contracting authority has no obligation to provide clarification after this date.

Submission of tenders

Tenders must be sent to the contracting authority before **14th December 2020 at 5.00 PM EAT**. Submission should be via email to procurement@icpac.net

Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with clause 0. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate. Withdrawal can be done through writing to procurement@icpac.net prior to the deadline for submitting tender.

7. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts. Tender document and TOR can be downloaded for free from www.icpac.net and www.meteo.go.ke

8. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

9. Evaluation of tenders

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

For fee-based contracts:

The provision for incidental expenditure and the provision for expenditure verification stated in the terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the evaluation committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.]

12.3. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

12.4. Confidentiality

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

10. Ethics clauses and code of conduct

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds

e) Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

14. Signature of contract(s)

14.1. Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

[For fee-based contract and for global price with key experts:

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of the key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within 15 days or if the replacement experts are not sufficiently qualified, or if the proposal of the replacement key-expert amends the award conditions applicable to this call for tenders, the contracting authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the contracting authority may decide to terminate the contract on the basis of article 36.2 (m) of the general conditions.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in the article 10.2 of the general conditions of service contracts. Furthermore it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

]

14.2. Signature of the contract(s)

Within 30 days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative

weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers of the outcome of the procurement procedure and, as a consequence of these letters, the validity of their offers shall not be retained.

The corresponding contract award notice will be published on www.icpac.net

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

16. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

17. Data Protection

The following section is to be included for direct management.

[If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, contact details and CVs), they will be processed¹ solely for the purposes of the management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as the contract relates to an external action in Partner Countries outside the EU and as the EU, represented by the European Commission, is acting as contracting authority on behalf and for the benefit of the Partner Countries, transmission of personal data may occur to the Partner Country, solely for the purpose of complying with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country with regard to this tender procedure. Details concerning processing of your personal data are available on the privacy statement at

¹ Pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ('Regulation 2018/1725'), Official Journal L 205 of 21.11.2018, p. 39.

The maximum scores must correspond to the evaluation grid included in the tender dossier

EVALUATOR'S GRID

To be completed for each tender by each evaluator

	Maximum	Initial assessment	Revised assessment [before interviews/references *]	Revised assessment [after interviews/references] *
Methodology - TOR				
Total score for organisation and methodology (will be checked against requirements from the TOR)	60			
Key experts				
<Key expert 1> (Max [20][<tot.>] points)	20			
[Qualifications and skills]	[5] [<other>]			
[General professional experience]	[5] [<other>]			
[Specific professional experience]	[10] [<other>]			
Total score for key experts	[80] [<			
Overall total score	100			

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>²

18. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

For more information, you may consult the privacy statement available on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cf

² This link will lead you to the 'privacy statement' published as annex A13 to the practical guide general annexes.

**APPLICATION FOR INTRA ACP
EU -FUNDED SERVICE CONTRACT**

INDIVIDUAL CONSULTANCY- SUPPORT TO KENYA METEOROLOGICAL DEPARTMENT (KMD) TO SUPPORT THE ESTABLISHMENT OF THE NATIONAL FRAMEWORK FOR CLIMATE SERVICES (NFCS)

RFP/ICPAC/INTRA-ACP/IC/01/2020

Please submit Technical and Financial offer to Procurement@icpac.net . The financial offer should be password protected.

1 SUBMITTED by (i.e. the identity of the candidate)

	Name(s) of legal entity or entities making this application	Nationality¹
Leader²		

Member		
Etc ...		

2 CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL CAPACITYⁱⁱⁱ

Please complete the following table of financial data^{iv} based on your closed annual accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any other clarification or explanation which is judged necessary may also be provided. If the candidate is a public body, please provide equivalent information.

Financial data Data requested in this table must be consistent with the selection criteria set in the Additional information about the contract notice	2 years before last year^v <specify> EUR	Year before last year⁵ <specify> EUR	Last year⁵ <specify> EUR	Average^{vi} EUR	[Past-year EUR]**	[Current year EUR]**
Annual turnover ^{vii} , excluding this contract						
Current assets ^{viii}						
Current liabilities ^{ix}						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

¹ Country in which the legal entity is registered.

² Add / delete additional lines for consortium members as appropriate. **Note** that a subcontractor is not considered to be a consortium member for the purposes of this application form. Subsequently, data on subcontractors must not appear in the data related to the economic, financial and professional capacity. If this application is submitted by an individual legal entity, the name of that legal entity should be entered as 'leader' (and all other lines should be deleted). Any change in the identity of the leader and/or any consortium members between the deadline for receipt of applications indicated in the contract notice and the award of the contract is not permitted without the prior written consent of the contracting authority.

ⁱⁱⁱ Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.

^{iv} If this application is submitted by a consortium, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this application form. Consolidated data are not requested for financial ratios.

^v Last year = last accounting year for which the entity's accounts have been closed.

^{vi} Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

^{vii} The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

^{viii} A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

^{ix} A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

ANNEX II: TERMS OF REFERENCE – DRAFT CONTRACT

How to complete these standard terms of reference: Please insert the information requested between the <> brackets, as appropriate for each tender procedure. Square brackets [] and parts shaded in grey indicate options to choose: they should be included when applicable. All other text should only need to be amended in exceptional cases, depending on the requirements of specific tender procedures. In the final version of each set of terms of reference, please remember to delete this paragraph, any other text with yellow highlighting, and to suppress all brackets.

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BACKGROUND INFORMATION

Partner country

< Name >

Contracting authority

< Name >

Country background

< Provide an overview of the situation in the country as relevant to the proposed project. This should include any global or national economic and social factors that may affect the proposed project. >

Current situation in the sector

< Describe the current situation in the sector or institutional area in which the proposed project will operate. This section should be no longer than half a page. Include:

national/local policies and strategies and/or economic data for the sector or institutional area;

- the origin and recent history of organisational structures, institutions and operating systems in the sector or institutional area;

and, if appropriate and not covered elsewhere in these terms of reference:

- responsibilities and mandate of institutions;

human resource capacity and constraints;

infrastructure development;

market development;

information systems and flows;

priority setting and decision making;

access to identified, priority social groups;

financial structures and flows. >

Related programmes and other donor activities

< Identify and describe the link, if any, between the proposed contract and the work and programmes carried out by other providers of external assistance in the same sector >

OBJECTIVE, PURPOSE & EXPECTED RESULTS

Overall objective

The overall objective of the project of which this contract will be a part is as follows:

< objective >

Purpose

The purpose[s] of this contract [is] [are] as follows:

- < purpose 1 >

- < purpose 2, etc >

For larger/complex projects there can be more than one purpose (i.e. one per project component).

Results to be achieved by the contractor

These may be presented either in order of importance or in chronological order, as appropriate.

- < result 1 >
- < result 2, etc >

ASSUMPTIONS & RISKS

Assumptions underlying the project

< Insert information from the logical framework prepared for the project as part of the financing proposal >

Risks

< Insert information from the logical framework prepared for the project as part of the financing proposal >

SCOPE OF THE WORK

General

Project description

< As appropriate, but with a recommended maximum of 2 pages >

Geographical area to be covered

< As appropriate >

Target groups

< As appropriate >

Specific work

< A clear and detailed list of the tasks to be undertaken in order to achieve the contract objective and/or contractor's job description. The tasks should be listed either in order of importance or in chronological order. If any task need to be paid on the basis of a lump sum (to be proposed by the tenderer), it should be clearly specified. The list of the tasks should include any reports that the contractor must prepare (in addition to the interim and final reports referred to in Section 0 of these terms of reference). Any tasks requiring specific expertise should be clearly identified. If appropriate, the time schedule for completing the various tasks should be stipulated here.

This section should contain only major managerial, economic, institutional, and technical requirements (+ criteria) regarding this project's activities. It may address the issue of splitting the project into phases, or organising it into distinct components. It should not be too prescriptive. It is up to tenderers to prepare their own detailed organisation and methodology and technical proposals to fulfil the general requirements set out in these terms of reference.

For contracts that include an element of supervision of progress of contractors on other contracts (e.g. works or supplies), the tasks of the supervisor should include a description of the types of checks to carry out. When the supervisor issues a certificate, he/she must be satisfied that relevant, reliable and sufficient evidence exists that:

- the tasks have been properly performed; and

the amounts claimed by the contractor(s) to be supervised have actually been incurred, in line with the requirements of the contract he/she is supervising.

In preparing this section, focus should be placed on ensuring the sustainability and dissemination of project results. The contractor must also comply with the latest Communication and Visibility Manual

for EU External Action (see https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en). The compliance with this shall be made an output of the contract and the contractors shall include in its reporting what have been accomplished. >

[Add as an option: The contractor shall ensure the capitalisation and sharing of knowledge related to the implementation of the project. It concerns observations of technical and pedagogical value, which are interesting for other professionals, and which do not infringe with the obligations of Article 14 of the general conditions of the contract. For sharing such information, the contractor shall use the capacity4dev.eu web platform.]

Project management

Responsible body

< Identify the specific department of the contracting authority / partner country (or its agent, if appropriate) which will be responsible for managing the contract / project >

Management structure

< Describe the management structure of the contracting authority / partner country administration, including all decision-making processes involved in managing this project. Include information on the basic management structure of the project (e.g. project management unit, steering group) and project planning. Identify any decisions that may be taken by the project manager alone (as identified in Article 20 of the general conditions) and any that must be authorised by, for example, a more senior colleague or project steering committee. >

Facilities to be provided by the contracting authority and/or other parties

< As appropriate >

LOGISTICS AND TIMING

Location

< Identify the location (i.e. city/town etc.) of the operational base for the project, any other location(s) where short-term inputs may be provided and/or where pilot projects may be established (e.g., regions or neighbouring countries with which cross-border cooperation is encouraged) >

Start date & period of implementation

The intended start date is <date> and the period of implementation of the contract will be <number> months from this date. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

< If the intention is to award a contract for additional services depending on the outcome of the initial contract, such as for the second phase of a study or operation, this must be stated here. If it is possible to procure additional services by negotiated procedure, this must be clearly indicated, with their estimated cost. >

REQUIREMENTS

Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

Key experts

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the following key experts:

Identify the profiles sought for a minimum of 1 key expert which will typically be the team leader. The number of key experts may be extended up to a maximum of 4 key experts. The skills required may include professional and technical skills, team management skills, communication and facilitation skills, and/or language skills. While it is not necessary to identify all key positions in detail, it is recommended to be as clear as possible to guarantee a fair technical evaluation. Remember to set the scores in the evaluation grid accordingly. The precise time inputs of the experts shall be left to the discretion of tenderers as part of their technical proposal. However, it may be useful to identify a minimum input for the contribution of key experts.

When deciding on the profiles, equal access must be guaranteed and they must not create unjustified obstacles to competitive tendering. The profiles should be clear and non-discriminatory. For example, 'local expertise' may be required but not a 'local expert' (i.e. a national/resident of a country). Remember that participation in tendering procedures must be open on equal terms to all eligible persons (see point 11 in contract notice). The minimum percentage of time which each expert should work in the partner country could be specified, e.g. 75%, to avoid the scenario where experts spend a large proportion of their time outside the partner country to which they are supposedly giving technical advice.

The profile of the 'ideal expert' should not be described as it sets a threshold for acceptance of the offer. When choosing the criteria, consider the real minimum requirements and the availability of such experts on the market. The criteria should be as broad as possible. Quantifiable criteria should be drafted with vigilance. It is good practise to — where appropriate — add expressions such as 'a university degree in economics or a relevant, directly related discipline, or equivalent relevant professional experience' in order not to automatically disqualify offers with experts who have 20 years relevant experience but who lack a formal university degree; or 'preferably 10 years experience...but a minimum of 5 years required'. The required years of experience should be decided with due care and not inflated. Focus instead on quality rather than on quantitative aspects. Please specify carefully what the minimum requirement is and what the preferred requirement is. Bear in mind that if an expert does not meet the minimum requirements, he/she must be rejected. This means that the entire tender is rejected.

Consider carefully the possible consequences of the drafting of the profiles as the more precise and challenging the profiles are the fewer experts will meet the minimum requirements and the result is that competition will be restricted. Do not demand a profile which is not justified by the nature of activity to be carried out.

Any particular definitions used should be sufficiently clear or explained to avoid any ambiguity.

Selection criteria cannot be re-used to define the key-experts' profile.

Key expert 1: Team leader

Qualifications and skills

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

General professional experience

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

Specific professional experience

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

[Key expert 2: < e.g. Senior legal expert >

Qualifications and skills

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

General professional experience

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

Specific professional experience

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

Guidance notes on expert inputs:

- 1) Working days: performance of the contract (and therefore payment) is based solely on working days. The consultant will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). Tenderers must annex the 'Estimated number of working days' worksheet contained in the spread sheet for Annex V to their organisation and methodology (Annex III) to demonstrate the correspondence between the proposed methodology and the expert inputs.

It is unnecessary to stipulate the holiday provision for experts. This is for the tenderer to decide. See Article 22 of the general conditions.

- 2) The annual leave entitlement of the experts employed by a service provider is determined by their employment contract with the service provider and not by the service contract between the contracting authority and the consultant. However, the contracting authority can decide when experts take their annual leave since this is subject to approval by the project manager, who will assess any such request according to the needs of the project while the contract is in progress. For obvious reasons, a day of annual leave is not considered to be a working day. All this is clearly stated in the general conditions, Articles 21 and 22.

Everything is based on working days to avoid difficulties in identifying working weeks, national holidays, etc. in the partner country of a given contract.

The fee rates for all experts must include all the 'administrative costs of employing the relevant experts, such as relocation and repatriation expenses [including flights to and from the partner country upon mobilisation and demobilisation], accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the consultant'. This is why no further mention of an annual leave entitlement must be made in the service contract.

It may be important, though, to establish how many times each expert needs to travel (since travel is included in the fee rate, the number of flights will have an impact on that fee rate).

All experts must be independent and free from conflicts of interest in the responsibilities they take on.]

Non-key experts

[If only 1 key expert has been requested the terms of reference may have more elaborated information regarding the non key-experts: The profiles of the non-key experts for this contract are as follows: <as appropriate>.]

These profiles must be defined, if applicable, in the budget (for example, where junior is less than X years of experience and senior is more than X years or experience). However, no minimum time input shall be defined for the contribution of non-key experts. During the technical evaluation, the only aspect to be considered for the non-key experts is whether the number of working days estimated for each month for each type of expert proposed in the organisation and methodology (Annex III) are sufficient for the requirements of the terms of reference to be achieved. This is judged on the basis of the profiles identified in the terms of reference and/or the organisation and methodology.

CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles.

The contractor must select and hire other experts as required according to the profiles identified in the organisation & methodology [and/or these terms of reference]. It must clearly indicate the experts' profile so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

The selection procedures used by the contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the contracting authority before the start of their implementation of tasks.

Support staff & backstopping

[As appropriate. The contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.]

Backstopping and support staff costs must be included in the fee rates.

Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by [the contractor] [the partner country] [the contracting authority]:

[Option 1 (If the office accommodation is to be provided by the contractor):

The costs of the office accommodation are to be covered by the fee rates.]

[Option 2 (If the office accommodation is to be provided by the partner country):

No need for clarification]

[Option 3 (If the office accommodation is to be provided by the contracting authority – exceptionally only:

The costs of the office accommodation are to be covered by the provision for incidental expenditure. The cost per square metre must be in line with the prevailing local market rate for office accommodation of a reasonable standard.]

Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

< State what is required in terms of supplies, services, documentation, logistical support, etc. for the success of the contract, indicating the source (i.e. contractor / partner country / contracting authority / ...). Provide as much detail as possible, especially for items to be provided by the contractor within the fee rates of its experts. >

Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract that is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

Incidental expenditure

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the general conditions and the notes in Annex V to the contract. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract. If applicable, indicate whether the provision includes costs for environmental measures, for example CO₂ offsetting. Do not give any financial estimates.

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- < Item 2, etc. Do not give any financial estimates >

The provision for incidental expenditure for this contract is EUR <amount>. This amount must be included unchanged in the budget breakdown.

Per diem are daily subsistence allowances that may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, carried out by the contractor's authorised experts outside the expert's normal place of posting. The per diem is a maximum fixed flat-rate covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission. Per diem may only be paid in full or in half (no other fractions are possible). A full per diem shall be paid for each 24-hour period spent on mission. Half of a per diem shall be paid in case of a period of at least 12 hours but less than 24 hours spent on mission. No per diem should be paid for missions of less than 12 hours. Travelling time is to be regarded as part of the mission. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website - http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en - in force at the time of contract signature.

The contracting authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

Prior authorisation by the contracting authority for the use of the incidental expenditure is not needed [with the exception of < specify the item >]. Please note that prior authorisation should only be requested exceptionally.

Guidance notes on estimating the provision for incidental expenditure:

The general rule is that the items included under the incidental expenditures should be kept at a minimum. All costs relating to the provision of experts (including travel to/from the partner country and subsistence once there, apart from missions specified in these terms of reference) must be included in the fee rates. The explicit explanation in the notes to the budget breakdown is as follows:

- the provision for incidental expenditure does not cover travel to/from the partner country for experts (other than for missions within the contract).

These mobilisation and demobilisation costs are included in the fee rates. No distinction should be made between key/non-key experts. The only per diem rates and travel costs that should be covered by the provision for incidental expenditure are those relating to missions which are required by these terms of reference.

Remember that the amount given in the terms of reference as the provision for incidental expenditure is simply an upper limit on the incidental costs. It need not be estimated exactly and it does not matter that the actual costs are more or less than the estimated amounts of the components, within a reasonable margin of error.

No detailed calculation of the provision for incidental expenditure must appear anywhere in the terms of reference or in the tender dossier, otherwise the amounts identified become legally binding.

Please note that if the contract is to be implemented in high risk or particularly dangerous countries, the budget for the incidental expenditures must be increased with the cost for specific security measures such as extra insurance, training or extra security activities. The responsibility for the specific security measures is with the contractor through the signed contract which contains funds in the incidental expenditures which is outside of competition in the tender procedure. Please specify the security under point 6.5 above.

Lump sums

[Fee-based contracts may include activities paid under the basis of lump sums (e.g. of a fee-based contract for training, where the trainings would be paid on a fee-based basis, and where the

development of the training material would be paid on a lump sum basis). If activities paid under lump sums are required, please highlight them in this section.]

[If not applicable: No lump sums are foreseen in this contract.]

Expenditure verification

The provision for expenditure verification covers the fees of the auditor in charge of verifying the expenditure of this contract in order for the contracting authority to check that the invoices submitted are due. The provision for expenditure verification for this contract is [EUR] [<ISO code of national currency> only for indirect management] < amount >. This amount must be included unchanged in the budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

REPORTS

Reporting requirements

Please see Article 26 of the general conditions. Not obligatory for contracts of less than 12 months: [Interim reports must be prepared every six months during the period of implementation of the tasks. They must be provided along with the corresponding invoice, the financial report and an expenditure verification report defined in Article 28 of the general conditions.] There must be a final report, a final invoice and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Section 0 of these terms of reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure and expenditure verification.

[Adapt as necessary: To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the contractor shall provide the following reports:

Name of report	Content	Time of submission
Inception report	Analysis of existing situation and work plan for the project	No later than 1 month after the start of implementation
6-month progress report	Short description of progress (technical and financial) including problems encountered; planned work for the next 6 months accompanied by an invoice and the expenditure verification report.	No later than 1 month after the end of each 6-month implementation period.
Draft final report	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.
Final report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report	Within 1 month of receiving comments on the draft final report from the project manager identified in the contract.

	accompanied by the expenditure verification report.	
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Submission & approval of reports

< Number (for environmental reasons, request as few paper copies as possible) > copies of the reports referred to above must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

< Please state here any other specific requirements. In direct management, as a standard practice the partner country should be involved in commenting on and approving the reports. In the absence of comments or approval by the partner country within the set deadline, the reports are deemed to be approved. >

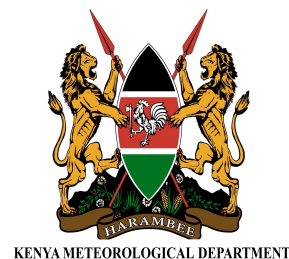
MONITORING AND EVALUATION

Definition of indicators

< Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. Can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis. >

Special requirements

< As appropriate.>



TERMS OF REFERENCE FOR INDIVIDUAL CONSULTANCY- SUPPORT TO KENYA METEOROLOGICAL DEPARTMENT (KMD) TO SUPPORT THE ESTABLISHMENT OF THE NATIONAL FRAMEWORK FOR CLIMATE SERVICES (NFCS)

Job Title	Individual consultancy, support to Kenya Meteorological Department (KMD) for Baseline Assessment and National Framework for Climate Services (Supported by ICPAC through Intra ACP Climate Services Project).
Category	National Climate Services
Duty Station	ICPAC or KMD
Type of Contract	Individual Contract
Expected Starting Date	Immediately

Intra-ACP Climate Services and Related Applications -- Support to the IGAD Climate Prediction and Applications Centre (ICPAC)

1 Introduction

The Horn of Africa (HA) region has a highly variable climate and is prone to climate extremes such as droughts and floods that exacerbate food and water insecurity. Economies and livelihoods of the HA countries (Djibouti, Eritrea, Ethiopia, Kenya, Somalia, South Sudan, Sudan, and Uganda) are dependent on rain-fed agriculture that is highly sensitive to weather as well as climate variability and change. Rainfall plays a significant role in determining agricultural production and thus the economic and social well-being of rural communities.

Climate change in the region could result in an increase in the frequency and intensity of extreme weather/climate events, leading to more intensive flash floods and more recurrent drought and water scarcity. Climate risks impacting the livelihoods and food security situation of pastoralists and agro-pastoralists are also increasingly associated with resource-based conflicts in countries such as Kenya, Somalia, Ethiopia, Uganda and South Sudan that could lead to a further deterioration in vulnerability of the affected populations in the region. It is expected that climate change will enhance the variability in climate as currently observed.

2 Project Background

The Intra-ACP Climate Services and Related Applications Support to IGAD/ICPAC is a direct grant award by the **11th European Development Fund** to support the climate information services value chain in the IGAD region with technical and financial assistance, and infrastructure and capacity building to improve wide access and use of climate information, and to enable and encourage the generation and use of climate services and applications for decision making processes at all levels. The overall objective of the Action is to support the climate information services value chain with technical assistance, financial assistance, infrastructure and capacity building to improve wide

access and use of climate information, and to enable and encourage the generation and use of climate services and applications for decision making processes at all levels. The Action will strengthen the tools to bridge climate services stakeholders and users in climate-sensitive sectors to resource and implement GFCS at all levels. The Action will further contribute to six SDGs (1, 2, 5, 7, 13, 15) by (i) building the resilience of poor people and minimizing the risk to climate-related extreme events and early warning, (ii) enhancing food production through improved uptake, access and use of food-security tailored climate services through engagements of the regional multi-stakeholder Food Security and Nutrition Working Group (FSNWG), by closely working with IGAD Secretariat and its other implementing regional bodies (especially IDDRSI and Cross-Border Cooperation Working Group) and international organizations, and (iii) enhancing cooperation between institutions to tackle a major issue of common concern i.e. supports improvement and capacity building on use of climate services for improved adaptation planning from regional down to national and local levels. The Action complements ICPAC's Strategic Plan 2016-2020 of enhancing the livelihoods of the people of the region so as to mitigate climate-related risks and disasters.

The specific objectives of this Action is to (1) ensure improved interaction between the users, researchers and climate services providers in the IGAD region through structured and strengthened User Interface Platforms (UIPs); (2) guarantee the provision of climate services at regional and national levels; (3) expand access to climate information; (4) enhance the capacity to generate and apply climate information and products; and (5) mainstream climate services into policy processes at regional and national levels.

3 Establishment of National Framework for Climate Services (NFCS)

Kenya has in recent years had its share of climate-related impacts: prolonged droughts; frost in some of the productive agricultural areas; hailstorms; extreme flooding; receding lake levels; drying of rivers and other wetlands; among others leading to large economic losses and adversely impacting food security. Many of these extreme climate events have led to displacement of communities and migration of pastoralists into and out of the country resulting in conflicts over natural resources. Slow-onset events associated with climate change also lead to competition over scarce resources resulting in human-wildlife conflicts. Other climate change impacts include widespread disease epidemics, sea-level rise, and depletion of glaciers on Mount Kenya.

The role of NFCS is to coordinate, facilitate and strengthen collaboration among institutions to ensure co-production and incorporation of science-based climate information and prediction into planning for climate-sensitive socioeconomic sectors. The NFCS is a part of the Global Framework for Climate Services (GFCS). The five priority sectors of GFCS include

- ✓ **Agriculture, Livestock and Food Security**
- ✓ **Disaster Risk Reduction**
- ✓ **Health**
- ✓ **Water**
- ✓ **Energy**

ICPAC through the Intra-ACP climate services project facilitates the development of National Framework for Climate Services (NFCS) for Kenya.

The specific objectives of the NFCS are to:

- Integrate climate information in development planning and decision making.
- Enhance the co-production, packaging and communication of user-specific climate services.
- Enhance understanding of climate risks and vulnerability associated with climate-related hazards
- Enhance capacity in observations and monitoring of climate systems
- Improve provision of climate services at the national and local levels
- Enhance the capacity of users in understanding and application of climate services
- Enhance climate research and development

4 Objective of the individual consultancy

The main objective of this individual consultancy is to support the establishment of a National Framework for Climate Services for Kenya that will enhance coordination, facilitation and collaboration among institutions to ensure development and incorporation of science-based climate information and prediction into planning, policy and practices for all climate-sensitive socioeconomic sectors. The proposed consultant will prepare a comprehensive Technical and Financial Proposal. The remuneration will be activity based.

5 Tasks and responsibilities

1. Assess the baseline on climate services capacities
2. Organize a national stakeholder consultation workshop
3. Develop a national strategic plan and costed action plan for the NFCS
4. Work with KMD to get the strategic plan endorsed by high level distinguished government officials in strategic ministries.
5. Facilitate the launch of the National Framework for Climate Services

6 Deliverables and outputs

1. Comprehensive baseline assessment report on climate services
2. Organize a national consultation workshop to identify gaps from the various stakeholders' perspective
3. Design a national strategic plan and costed action plan for the NFCS
4. Provide guidance for and attainment of high-level endorsement of the strategic plan and a costed action plan
5. Provide comprehensive workshop reports of the national consultation workshop and launch of NFCS

7 Required Qualifications and Experience

- At least a Master's Degree in Public Administration, MBA, Meteorology or related field from a recognized University;
- A minimum of ten years' experience in strategy development or delivery of climate services in a national or regional institution,
- Excellent research and engagement background to facilitate consultation workshops.
- Working experience with National and Regional Climate and Meteorological Institutions
- Clear understanding of the modalities for the National Framework for Climate Services and experience in developing strategic plans

8 Reporting

- The individual consultant will report to the Intra ACP Climate Services and Related Applications Coordinator based at ICPAC.

9 Contract Duration & Remuneration

The remuneration for this contract is based on deliverables over a staggered duration. The proposed man days are 39. The consultant will indicate the number of man days per deliverable in the technical and financial proposal.

Deliverable	Proposed Man Days
Baseline assessment report on climate services	
A national consultation workshop to identify gaps from the various stakeholders' perspective	
A national strategic plan and costed action plan for the NFCS	
High-level endorsement of the strategic plan and a costed action plan	
Launch the National Framework for Climate Services	
Comprehensive workshop reports	

Remuneration

Deliverables 1,2 & 3 = 40%

Deliverable 4 = 20%

Deliverables 5 & 6 = 40%

Total Remuneration =100%

10 Work Station

The individual consultant will be based within the greater Nairobi Metropolitan Area, Ngong, Kibiku.

11 How to Apply

All applications must be received in email (Hard copies will not be accepted) with subject line "Application for Individual consultancy, support to Kenya Meteorological Department (KMD) for Baseline Assessment and National Framework for Climate Services (Supported by ICPAC through Intra ACP Climate Services Project). **Applications should be received by 14TH December 2020 by 1700HRS EAT**, include Cover Letter, detailed Consultant Curriculum Vitae and clear Technical and Financial proposal to the following Address: procurement@icpac.net .

The financial proposal should be separate and password protected. Password should be sent to the Procurement Person when requested through official email (procurement@icpac.net). Please ensure that the proposals are attached as files. The subject of the email must clearly specify the title of the Consultancy.

