



## INSTRUCTION TO TENDERERS

# Consultancy - Tropical Forest Surveillance Monitoring and Assessment in IGAD Region

## RFP/ICPAC/GMES/12/2020

### 1. Services to be provided

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

#### Timetable

	DATE	TIME
<b>Deadline for requesting clarification from the contracting authority</b>	26 <sup>th</sup> November 2020	5.00PM
<b>Last date for the contracting authority to issue clarification</b>	30 <sup>th</sup> November 2020	5.00PM
<b>Deadline for submitting tenders</b>	14 <sup>th</sup> December 2020	5.00PM
<b>Completion date for evaluating technical offers</b>	24 <sup>th</sup> December 2020	5.00PM
<b>Notification of award</b>	22 <sup>nd</sup> January 2021	5.00PM
<b>Contract signature</b>	29 <sup>th</sup> 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](mailto:procurement@icpac.net) C.C [director@icpac.net](mailto:director@icpac.net) and [gmes-ea@icpac.net](mailto:gmes-ea@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) 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).
  - c) 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](mailto: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](mailto:Procurement@icpac.net) C.C [director@icpac.net](mailto:director@icpac.net) and [gmes-ea@icpac.net](mailto:gmes-ea@icpac.net)

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

### **Submission of tenders**

FINANCIAL and TECHNICAL Bids MUST be submitted in TWO SEPARATE ENVELOPES enclosed in one outer Envelope. The outer envelope should be clearly marked with the Title of the bid and Procurement Number.

#### **The Director**

**IGAD Climate Prediction and Application Centre (ICPAC)**

**Ngong town, Kibiku area,**

**P.O. Box 10304 GPO 100, Nairobi, Kenya**

**Tel (+254) 20-3514426**

**Email: [procurement@icpac.net](mailto:procurement@icpac.net) C.C [director@icpac.net](mailto:director@icpac.net) and [gmes-ea@icpac.net](mailto:gmes-ea@icpac.net)**

Tenders must be sent to the contracting authority before **14<sup>th</sup> December 2020 at 5.00 PM EAT**. Submission should be via email to [procurement@icpac.net](mailto:procurement@icpac.net) C.C [director@icpac.net](mailto:director@icpac.net) and [gmes-ea@icpac.net](mailto:gmes-ea@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](mailto: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](http://www.icpac.net) and [www.meteo.go.ke](http://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.

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#### **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](http://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 processed<sup>1</sup> 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

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

## **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](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cf)

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<sup>1</sup> 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.

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

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] *
<b>Methodology - TOR</b>				
<b>Total score for organisation and methodology (will be checked against requirements from the TOR)</b>	<b>100</b>			
<b>Key experts</b>				
<b>&lt;Key expert 1&gt; (Max [20][&lt;tot.&gt;] points)</b>				
[Qualifications and skills]	[<other>]			
[General professional experience]	[<other>]			
[Specific professional experience]	[<other>]			
<b>Total score for key experts</b>	[< >			
<b>Overall total score</b>	<b>100</b>			



## APPLICATION SERVICE CONTRACT

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### Consultancy - Tropical Forest Surveillance Monitoring and Assessment in IGAD Region

### RFP/ICPAC/GMES/12/2020

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Please submit Technical and Financial offer to [Procurement@icpac.net](mailto:Procurement@icpac.net) C.C [director@icpac.net](mailto:director@icpac.net) and [gmes-  
ea@icpac.net](mailto:gmes-<br/>ea@icpac.net) . The financial offer should be password protected.

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

	Name(s) of legal entity or entities making this application	Nationality <sup>1</sup>
Leader <sup>2</sup>		
Member		

<b>Etc ...</b>		
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**2 CONTACT PERSON (for this application)**

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

### 3 ECONOMIC AND FINANCIAL CAPACITY<sup>iii</sup>

Please complete the following table of financial data<sup>iv</sup> 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.

<b>Financial data</b> Data requested in this table must be consistent with the selection criteria set in the Additional information about the contract notice	<b>2 years before last year<sup>v</sup></b> <specify> EUR	<b>Year before last year<sup>5</sup></b> <specify> EUR	<b>Last year<sup>5</sup></b> <specify> EUR	<b>Average<sup>vi</sup></b> EUR	<b>[Past-year EUR]**</b>	<b>[Current year EUR]**</b>
Annual turnover <sup>vii</sup> , excluding this contract						
Current assets <sup>viii</sup>						
Current liabilities <sup>ix</sup>						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

<sup>1</sup> Country in which the legal entity is registered.

<sup>2</sup> 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.

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

<sup>iv</sup> 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.

<sup>v</sup> Last year = last accounting year for which the entity's accounts have been closed.

<sup>vi</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>vii</sup> 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.

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<sup>viii</sup> 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.

<sup>ix</sup> 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.

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**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.

<b>1.</b>	<b>BACKGROUND INFORMATION .....</b>	<b>2</b>
1.1.	Partner country.....	2
1.2.	Contracting Authority .....	2
1.3.	Country background .....	2
1.4.	Current situation in the sector.....	2
1.5.	Related programmes and other donor activities.....	2
<b>2.</b>	<b>OBJECTIVE, PURPOSE &amp; EXPECTED RESULTS.....</b>	<b>2</b>
2.1.	Overall objective .....	2
2.2.	Purpose.....	3
2.3.	Results to be achieved by the Contractor.....	3
<b>3.</b>	<b>ASSUMPTIONS &amp; RISKS .....</b>	<b>3</b>
3.1.	Assumptions underlying the project.....	3
3.2.	Risks .....	3
<b>4.</b>	<b>SCOPE OF THE WORK .....</b>	<b>3</b>
4.1.	General .....	3
4.2.	Specific work .....	3
4.3.	Project management .....	4
<b>5.</b>	<b>LOGISTICS AND TIMING.....</b>	<b>5</b>
5.1.	Location .....	5
5.2.	Start date & period of implementation .....	5
<b>6.</b>	<b>REQUIREMENTS .....</b>	<b>5</b>
6.1.	Staff.....	5
6.2.	Office accommodation .....	8
6.3.	Facilities to be provided by the Contractor .....	8
6.4.	Equipment .....	8
6.5.	Incidental expenditure.....	8
6.6.	Lump sums.....	9
6.7.	Expenditure verification.....	10
<b>7.</b>	<b>REPORTS .....</b>	<b>10</b>
7.1.	Reporting requirements.....	10
7.2.	Submission & approval of reports .....	11
<b>8.</b>	<b>MONITORING AND EVALUATION .....</b>	<b>11</b>
8.1.	Definition of indicators .....	11
8.2.	Special requirements .....	11

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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).

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## 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

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for EU External Action (see [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](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:



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### 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.]

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## 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.

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< 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

## 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 CO<sub>2</sub> offsetting. Do not give any financial estimates.
- < 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](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.

## 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 accompanied by the expenditure verification report.	Within 1 month of receiving comments on the draft final report from the project manager identified in the contract.

]

### 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.

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< 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.>



ICPAC

## REQUEST FOR PROPOSALS

RFP/ICPAC/GMES/12/2020

# TOR for Consultancy: Tropical Forest Surveillance Monitoring and Assessment in IGAD Region

## Introduction

The IGAD Climate Prediction and Applications Centre (ICPAC) under their Global Monitoring for Environment and Security and Africa (GMES & Africa) Support Programme intend to implement Earth Observation for *Tropical Forest Surveillance, Monitoring and Assessment (TFSMA)* application. The application's main aim is to use methods/algorithms and tools for processing EO data into geospatial data products for tropical forest monitoring for REDD+ in response to African needs in water, natural resources, marine, and coastal areas as well as address global needs to manage the environment, mitigate climate change and ensure civil security.

TFSMA application has an overall aim to define an operational system for standardized products and configure regional REDD+ services with technical specifications that support countries with tropical forest in the region.

The IGAD Climate Prediction and Applications Centre (ICPAC) was awarded a grant by the African Union Commission (AUC) to implement the GMES & Africa theme focusing on *Monitoring Natural Resources and Food Security in East Africa* region comprising 10 countries, namely: Djibouti, Eritrea, Ethiopia, Kenya, Rwanda, Somalia, South Sudan, Sudan, Tanzania, Uganda.

The Programme's Grant Agreement requires ICPAC in its capacity as consortium leader to engage private sector companies in the implementation of some of the programme's activities. Pursuant to this requirement therefore, ICPAC invites sealed bids from eligible and qualified EO and geospatial technologies private sector companies to undertake Earth Observation Based Forest Monitoring and Assessment in East Africa.

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## Main Objectives

1. To address challenges of REDD+ activity data reporting by:
  - a. Using tools in digital classification and exploiting time series EO images to assess deforestation.
  - b. Adopting national forest definitions to define forest activity using Copernicus and Sentinel-2 data and derived products for tropical countries (Ethiopia, Kenya and Tanzania, South Sudan, Uganda, Rwanda)
2. To establish historical coverage of tropical forests through automated extraction of tropical forests and comparison with ancillary data for the undisturbed forests (1990-2020).
3. To enable the monitoring of changes by deriving forest activity (deforestation, degradation and regrowth) from comparison with tropical forest masks developed.
4. To produce annual tropical forests annual change maps 2016-2020 that show extent and disturbances each year.
5. To Derive RADAR Forest Cover Loss Alerts, Tree Cover Density, Forest Canopy Disturbance Monitoring on selected tropical forests for REDD+ reporting.
6. To take part in a regional user workshop where the consultant presents on the concepts and participants are engaged in validation of concepts and products and handover of the services.
7. Develop a tool to automate the selected algorithms and generation of products. The tool should provide an easy way to generate new products once new data is available. The tool should support customized reporting.

## Deliverables

1. Forest cover status (tree cover density mask for a reference year 2015)
2. Forest cover change (annual change 2016-2020)
3. Forest disturbance (canopy disturbance alert using both optical and active sensors)
4. Dynamic tool preferably an online tool that facilitates generation of the above products once new data is available
5. Training user manual on the on the developments of the above deliverables

## Duration

4 months

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# Competency

Knowledge and experience in using multi-spectral and multi-temporal time series earth observation data.

Ability to develop algorithms for processing dense time series for mapping tropical humid forests to detect forest activities (deforestation, growth, disturbance) considering phenology and seasonality.

Capacity to implement complex and big data workflows for products and services generation.

Knowledge in the use of both optical and active sensors in forest mapping.

Demonstrate previous project experiences in the application of earth observation and geo-information in natural resource or forest monitoring.

# Requirements

Firms must meet the following **criteria**:

1. Be a private company registered in at least one of the 10 eastern Africa countries
2. Demonstrate at least three years' experience offering earth observation/geospatial products and/or services within East Africa / Africa
3. Demonstrate competency in carrying out forest inventorying, land use / land cover mapping and change detection, future prediction, REDD+ modeling, among others.
4. Demonstrate competency in using both optical and active sensors for forest mapping.
5. Demonstrate competency in developing online platforms for dynamic spatial products generation, visualization and dissemination
6. Certificate of registration / certificate of incorporation
7. Valid tax compliance certificate
8. Brief company / organization profile in narrative form
9. References of similar assignments with full contact information of clients (Name of organization, name of contact person, telephone numbers and email address)
10. Signed letter confirming willingness and availability to facilitate inspection of office premises by staff of ICPAC to ascertain existence of key human and infrastructural capacity, prior to concluding procurement of the contract.



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## How to Apply

Interested and qualified firms in the region should submit the following:

1. Technical proposal: This should provide information on key aspects of the methodology process including time frame to accomplish the task. The proposal should demonstrate that the firm understands what needs to be done, tools to be used, data collection and verification methods and products of the assignment.
2. The financial proposal should include all fees and costs necessary to undertake the assignment. Clear breakdown of costs should be provided.

**Proposals must be delivered to the address below on or before Friday, 14 December 2020 at 1700hours**

FINANCIAL and TECHNICAL Bids MUST be submitted in TWO SEPARATE ENVELOPES enclosed in one outer Envelope. The outer envelope should be clearly marked with the Title of the bid and Procurement Number.

**For e-mail submissions**, the financial proposal should be separate and password protected. Passwords should be sent to the procurement office when requested through an official email ([procurement@icpac.net](mailto:procurement@icpac.net) C.C [director@icpac.net](mailto:director@icpac.net) and [gmes-ea@icpac.net](mailto:gmes-ea@icpac.net) ). Please ensure that the proposals are attached as files. The subject of the email must clearly specify the title of the Consultancy.

**The Director**  
**IGAD Climate Prediction and Application Centre**  
**(ICPAC)**  
**Ngong town, Kibiku area,**  
**P.O. Box 10304 GPO 100, Nairobi, Kenya**  
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