



FIRM CONSULTANCY- EO DATA PROCESSING AUTOMATION AND PROJECT WEB-PORTAL UPDATE

RE-ADVERTISEMENT REQUEST FOR PROPOSAL–RFP/ICPAC/GMES/03/2023

1. Services to be provided

The services required by the contracting authority are described in the terms of reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME
Deadline for submitting tenders	29 August 2023	5.00PM
Completion date for evaluating technical offers	8 September 2023	
Notification of award	15 September 2023	
Contract signature	22 September 2023	
Start date	22 September 2023	

*** All times are in the time zone of the country of the contracting authority (Kenya, Nairobi)**

☐ **Provisional dates**

3. Participation, experts and subcontracting

- Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.
- The contract between the tenderer/contractor and its experts shall contain a provision that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.
- Subcontracting is Not Allowed.

4. 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 in line with what is specified in the Terms of Reference (TOR)

4.1. Technical offer

The technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
 - ❑ The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
 - ❑ Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the terms of reference and/or in the organisation and methodology.
 - a) A signed **declaration** together with a signed "Declaration on honour on exclusion criteria and selection criteria"¹ from each legal entity identified in the tender submission form and from each sub-contractor and/or capacity providing entity, 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.
- (2) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract. (If required according to the TOR)

For fee-based contracts: The 'Estimated number of working days' worksheet (in the budget breakdown spread sheet for Annex V) must be included in the organisation and methodology.]

- a) a list of the names of the key expert.
- b) the CVs of each of the key expert - The qualifications and experience of each 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 expert:

- a copy of the diplomas mentioned in their CVs

5. Variant solutions

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

6. 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.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days 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.

7. Additional information before the deadline for submitting tenders

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

¹ See PRAG 2.6.10.1.3 A)

Tenderers may submit questions in writing to the following address up to 9 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Contact name: ICPAC PROCUREMENT

E-mail: Procurement@icpac.net

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

Any tenderer seeking to arrange individual meetings with the contracting authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

8. Submission of tenders

Tenders must be sent to the contracting authority **by: 29 August 2023** via Email to the following Address: Procurement@icpac.net

Tenders submitted by any other means will not be considered.

The submission email should have the reference:

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9. 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 8. The outer envelope (and the relevant inner envelope) must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

10. 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.

11. 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.

12. 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.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the practical guide (available on the internet at <http://ec.europa.eu/europeaid/prag/document.do>).

12.1.1. Interviews

The evaluation committee may interview the key experts proposed in the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation.

The interview shall be conducted by telephone, face to face or video conferencing. and the date and time of these interviews will be confirmed or notified to the tenderer at least five days in advance. If a tenderer is unable to participate in an interview by force majeure, a mutually convenient alternative date and time is arranged with the tenderer. If the tenderer is unable to participate in this second scheduled time, its tender will be eliminated from the evaluation process.

12.3. Choice of selected tenderer

Consultants who score above 75/100 is considered for interview.

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.

13. Ethics clauses / Corruptive practices

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.

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

The evaluation Committee will move to the second-best consultant in the case the best technically evaluated consultant is unavailable.

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 and the consequence of these letters will be that the validity of their offers must not be retained.

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.

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.

TENDER SUBMISSION FORM

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

	Name(s) of legal entity or entities making this application	Nationality ¹
Leader ²		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
e-mail	

INSTRUCTIONS TO TENDERERS

5 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this tender. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience.

	Consultant
Relevant specialisation 1	

6 EXPERIENCE

summarise the main projects related to this contract carried out over the past 3 yearsⁱⁱⁱ by the legal entity or entities making this tender. The number of references to be provided must not exceed 5 for the entire tender.

8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer, hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our technical offer, and our financial offer, which is submitted in a separate, sealed envelope:

- ☐ Key experts -(comprising a list of the key experts and their CVs), if required
- ☐ Statements of exclusivity and availability signed by each of the key experts, if required

This tender is subject to acceptance within the validity period stipulated in clause 6 of the instructions to tenderers.

We understand that our tender may be rejected if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EU/EDF.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the tenderer

Name	
Signature	
Date	

FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7 OF THE TENDER SUBMISSION FORM

9 August 2023

IGAD CLIMATE PREDICTION AND APPLICATIONS CENTRE

TENDERER'S DECLARATION

Dear Sir/Madam

In response to your letter of invitation for the above contract we, >, hereby declare that we:

- are submitting this tender [on an firm/individual basis]* * for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as a member, leader, in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 13 of the instructions to tenderers, have not been involved in the preparation of the project which is the subject of this tender procedure unless it is proved that the involvement in previous stages of the project does not constitute unfair competition, and have no professional conflicting interests and/or any relation with other tenderers or other parties in the tender procedure or behaviour which may distort competition at the time of submission of this tender according to Section 2.5.4. of the practical guide;
- will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force;
- are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We understand that our tender and the expert may be excluded if we propose the same key expert as another tenderer or if we propose a key expert who is engaged in an EU/EDF financed project if the input from his/her position in that contract could be required on the same dates as his/her work under this contract.

We understand that if we fail to respond within the delay after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: ('the person')	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: ('the person')

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an		

impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>

(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations referred to in points (c) to (h) above the person is subject to:		
i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii.non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv.information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or	<input type="checkbox"/>	<input type="checkbox"/>
vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(2) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u>[If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation]:</u>	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(3) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the contract notice/Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(2) if the above-mentioned person is the sole tenderer or the leader in case of consortium , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

STATEMENT OF EXCLUSIVITY AND AVAILABILITY^{iv}

PUBLICATION REF: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

From	To	Availability

I confirm that I do not have a confirmed engagement^v as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the contracting authority and in case of dispute concerning my contract with the contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a statement of exclusivity and availability for the following tender(s):

Tender reference	Submission deadline for the tender	Tendered engagement (Fulltime/Part time)

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability.]

Name	
Signature	
Date	

ADMINISTRATIVE COMPLIANCE

Contract title :		Reference :	
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Tender envelope number	Tenderer's name (Leader) (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality	Tenderer's declaration)?	Language as required?	Key expert(CVs)	Overall decision? (Accept / Reject)
1								
2								
3								
4								

DRAFT CONTRACT

No <Contract number>

IGAD Climate Prediction and Applications Centre,

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]¹

[<Official registration number>]¹

<Full official address>

[<VAT number>]¹,

(‘the contractor’)

of the other part,

have agreed as follows:

**CONSULTANCY- EO DATA PROCESSING AUTOMATION AND PROJECT
WEB-PORTAL UPDATE**

**RE-ADVERTISEMENT REQUEST FOR PROPOSAL–
RFP/ICPAC/GMES/03/2023**

(1) Subject

- 1.1 The subject of this contract is <contract title> done [at] [in] <location> with identification number < reference> (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

[Option 1: Fee-based contracts (technical assistance contracts)]

This contract, established in [Euro] [<national currency> only for indirect management], is a fee-based contract. Based on the maximum fees, [lump sum], incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is [EUR] [<ISO code of national currency> only for indirect management] <amount>.]

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- [Key experts (Annex IV) For contracts requiring key experts] ;
- Budget [For fee-based contracts only: breakdown] (Annex V);
- Other relevant forms and documents (Annex VI);

[For fee-based contracts only:

- Report of factual findings and terms of reference for an expenditure verification] (Annex VII):

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

[For indirect management insert the following

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

- (a) the controller for the processing of personal data carried out within the Commission is

[For DG DEVCO the head of legal affairs unit of DG International Cooperation and Development.]

[For DG NEAR the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

[For any other DG <please add the function of your controller >.]

(b) the data protection notice is available at
[http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A. \]](http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.)

[If necessary and after having obtained prior approval/derogation by the competent services:

By derogation from Article ...]

Done in English in [two] [three] originals, [For direct management: [one] [two] originals for the European Commission] [For indirect management: one original for the contracting authority, one original for the European Commission,] and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

- 2.1 <Indicate here the contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication.>
- 2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 4 Subcontracting

4.9 N/A

Article 7 General obligations

- 7.8 <Specify the specific activities to be put in place by the contractor to comply with its minimum obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.>

Article 12 - Liabilities

- 12.2 <Specify here the specific requirements of liability for damages to the contracting authority>

[For contracts of amount below one million EUR: in some cases capping contractors liability to one million EUR may be disproportional compared to the content of this contract. This is especially the case where the financial risk is low, for instance for technical assistance or studies. If you find it necessary to set a cap lower than that referred to in the general conditions, add the following clause:

‘By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to <complete with an amount between the contract value and one million EUR>.’]

Article 19 Implementation of the tasks and delays

19.1 [The start date for implementation shall be <date/date of signature of the contract by both parties>]

OR:

[The date on which implementation starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative notice issued by the project manager.]

19.2 The period for implementing the tasks is <number> months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 [For contracts in decentralised/indirect management under the general budget of the Union for which a financing agreement has been signed before 01/01/2013 and for 10th-11th EDF :

The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.]

Article 28 Expenditure verification

28.2 Fee-based contract

[The expenditure verification(s) referred to in the general conditions will be carried out by < name, address, telephone and fax numbers>.]

[If the verification of the incidental expenditure will be made by the contracting authority insert the following instead of 28.2 above: By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.]

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

[Option 1: Fee-based contract

The actual amounts payable after the pre-financing payment will vary. They will be based on the contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90 % of the maximum contract value stated in Article 3 of the contract. Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the contract, is made after deduction of the amounts already paid, within 60 days of the contracting authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, the incidental expenditure and expenditure verification actually incurred during the period, subject to approval of those reports.]

29.3 [For indirect management

By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.]

29.5 Payments will be made in [Euro] [<national currency> only for indirect management] in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

[Optional: In the case of indirect management with ex ante controls and where invoices are presented to the contracting authority, the contractor must inform the European Commission at <enter address of the unit in charge if this option is used>, thereof by sending a copy of the correspondence.]

Article 30 Financial guarantee

30.1 For

Article 40 Settlement of disputes

For indirect management:

[General budget of the Union:

[40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify> applying the national legislation of the contracting authority.]

OR

[40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body> applying the rules of arbitration of [the International Chamber of Commerce] [the United Nations Commission on International Trade Law] [< other internationally recognised procedure to be specified >] .]]

[EDF:

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled

(a) if it is a national contract [in accordance with the national legislation of the state of the contracting authority]

-
- (b) if it is a cross-border contract [either:
- (i) if the parties to the contract so agree, in accordance with the national legislation of the partner country or its established international practices; or
 - (ii) by arbitration in accordance with the Procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (OJ L 382, 31.12.1990) (Annex A12 to the practical guide).] Please attach Annex A12 of the practical guide to the present contract.]

[Optional for contract awarded after negotiated procedure to an international organisation that cannot participate in competitive procedures according to its statute or act of establishment:

Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitrator's decision shall be binding on all parties and there shall be no appeal.]

Article 42 Data protection

[The following text is to be inserted for indirect management]

[1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.]

Article 43 Further additional clauses

<Add other clauses approved by the competent European Commission departments.>



Firm Consultancy: EO Data Processing Automation and Project Web-Portal Update

Organization: IGAD Climate Prediction and Applications Centre - ICPAC

Project: GMES & Africa – ICPAC

Contract type: Consultancy

Closing date: 29 August 2023 at 1700hr East Africa Time

Consultancy duration: 9 months

Introduction

The Global Monitoring for Environment and Security (GMES) & Africa Support Programme is a joint initiative co-financed by the European Commission and the African Union Commission. The objective of the GMES & Africa Programme is to address the growing needs of African countries to access and use Earth Observation (EO) data for the implementation of sustainable development policies across the continent. Specifically, the programme is designed to respond 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. It is further designed to enable the implementation of the African Space Policy and Strategy, formulated to harness the continent's capabilities in utilizing space science and technology for economic growth and sustainable development.

IGAD Climate Prediction and Applications Centre ([ICPAC](#)), is the WMO designated Regional Climate Centre for the East Africa region providing climate services to 11 East Africa countries. ICPAC has been awarded a grant to implement GMES & Africa services in East Africa with a focus on Monitoring Natural Resources and Food Security. The institution covers the following 11 countries, namely: Burundi, Djibouti, Eritrea, Ethiopia, Kenya, Rwanda, Somalia, South Sudan, Sudan, Tanzania, Uganda.

General purpose of the Consultancy

Data and information dissemination is a key component of the implementation of the GMES & Africa project. The project aims at disseminating information in a timely fashion to support decision making at various levels (a) policy makers, (b) intermittent users and (c) end users.

To effectively support implementation of GMES & Africa, ICPAC during the 1st Phase of the GMES & Africa project developed an advanced, interactive, easy to use web-portal to facilitate information/data dissemination, as well as raise awareness and improve the project's visibility. In this 2nd phase of the project, ICPAC intends to enhance the project's services and web-presence to facilitate wider access to EO data and EO products and services developed by the project. The consultancy also offers a unique opportunity to engage and collaborate with EO, environmental and climate scientist at the Center and EO information users from various sectors across the 11 countries in the region and beyond.

Objective of the consultancy

ICPAC seeks the services of a consultancy firm to automate data processing chains, data analysis and visualization and upgrade the GMES project web-portal application to increase efficiency, improve user experience and enhance Earth Observation data and product access.

Specific objectives of the consultancy are:

- Enhance availability and accessibility of earth observation and climate data and products
- Implement new features on the existing website to improve efficiency and user experience

Scope of Work

The consultancy involves two main tasks a) upgrade and optimize the current project web-portal to improve efficiency and user experience and b) automating routine data processing chains and product visualization to enhance EO data access and utilization.

Task 1: Automate data processing chains, product generation and visualization

- a) Automate data processing chains for eco-climatic map generation and upload:
 - a. The purpose of this sub-task is to enhance data discoverability via the website. The service should expose EO environmental and climatic data available at ICPAC allowing users to discover the different datasets. These data will include both observed and forecasted data. In addition to map and graph visualization, the user should be able to search, subset using predefined and user-defined boundaries, download (including batch download) data of interest.
 - b. Automate land-cover product upload and graph analysis generation
- b) Automate data download service
 - a. The purpose of this sub-task is to completely automate the data download service to improve the data request turn-around time. The data download service is composed of three main components: a) user input defining data request b) data processing based on user input and c) user access to download processed data. The service is currently semi-automated. Among the proposed improvements are a) allow users to upload AOI boundary b) enhance user data protection c) monitor service usage and data downloads d) provide customized quick visualization on usage statistics f) provide a user-feedback mechanism e) easy to use back-end interface for scaling up the data made available f) extend data available for download beyond data in the eStation to include ICPAC forecast f) handle multiple data types i.e. GeoTiff, NetCDF

-
- b. Data download subscription service
 - c. Data access via API

Task 2: Update and optimize the GMES website

This task involves updating the existing project website available ([here](#)) and improving the general user experience. Some of the proposed improvements include:

- a) Update the CMS – Wagtail (currently Django updated to use wagtail)
- b) Update the look and feel of the web-portal
- c) Optimize user experience including updating menus, webpage layout and content
- d) Implement enhanced security of the system
- e) Work with Thematic experts to upgrade the project services webpage on the website

Technical skills and expertise

- Demonstrated experience developing web-mapping application using industry standards
- Demonstrated experience developing dynamic websites and web applications
- Demonstrated experience developing EO based applications and EO data analytics; experience working with different spatial and EO data formats including geotiff, netCDF
- Experience automating EO data processing chains and workflows is preferred
- Solid understanding of the concepts of user experience, user interface design principles and conceptual design.
- Relevant expertise in the team including geo-developer; web-developer;

Technology stack: front-end and back-end development, Python, PostgreSQL, Django, GraphQL, raster manipulation libraries such as geopandas, rasterio, gdal, UI UX,

Summary of tasks, deliverables and payment schedule

Task	Activity	Description	Deliverables	Payment schedule
Task 1: Automate data processing chains, product generation and visualization	1.1. a) Automate data processing chains for eco-climatic map generation and upload	The objective of this task is to improve the discoverability or findability of the GMES EO datasets as defined by FAIR principles.	1.1.1. workflow automated: the workflow of generating, uploading and visualising maps and graphs of eco-climatic data primarily from eStation but including forecast data from ICPAC climate section 1.1.2. The following functionality implemented: search, subset by time and space, and batch download 1.1.3. Automate land-cover product upload and graph analysis generation	30%
	1.2. Automate data request service	The purpose of this sub-task is to completely automate the data download service to improve the data request turn-around time. The data download service is composed of three main components: a) user input defining data request b) data processing based on user input and c) user access to download processed data.	1.2.1. Data request workflow is automated 1.2.2. functionality for the following implemented: a) allow users to upload AOI boundary b) enhance user data protection c) monitor service usage and data downloads d) provide customized quick visualization on usage statistics f) provide a user-feedback mechanism e) easy to use back-end interface for scaling up the data made available f) extend data available for download beyond data in the eStation to include ICPAC forecast f) handle multiple data types i.e. GeoTiff, NetCDF 1.2.3. data download subscription service is implemented 1.2.4. API implemented to support data access	40%
Task 2: Update and optimize GMES website	2. Update and optimize the GMES website	This task involves updating the existing project website available (here) and improving the general user experience.	2.1. Update the CMS – Wagtail 2.2. Update the look and feel of the web-portal 2.3. Optimize user experience including updating menus, webpage layout and content 2.4. Implement enhanced security of the system 2.5. Work with Thematic experts to upgrade the project services webpage on the website	20%
Task 3: Maintenance (1 year)			Downtime minimized	10%

Other requirements

- **Hosting:** The website will be hosted on ICPAC servers
- **Source code & documentation handover:** The developed code is in the designated GitHub repository. Full source code including all developed libraries should be handed over to ICPAC.
- **Capacity building:** The consultants should develop a user manual and deliver a handover training on management of the website to relevant ICPAC staff
- **Reporting relationship:** The Consultant(s) will work in under the supervision of the Project Coordinator of the GMES & Africa project and in close collaboration with the project developer and thematic lead .
- **Support and maintenance:** Administrative and technical support, quality control for a period of 1 yaeat after the contract period (10% of contract value will be paid at the end of the maintenance period)

The consultancy is open to firms. Firms must meet the following criteria:

- Be a private company registered in at least one of the 10 eastern Africa countries
- Demonstrate at least three years' experience developing dynamic interactive websites and automating EO data processing chains.

Submission by firms shall include:

- Certificate of registration / certificate of incorporation
- Valid tax compliance certificate
- Brief company / organization profile in narrative form
- Technical proposal including the curriculum vitae of key project staff
- References of similar assignments with full contact information of clients (Name of organization, name of contact person, telephone numbers and email address)

How to Apply

Submit technical proposal including portfolio stating relevant achievements and illustrating capacity to undertake the work. **Financial proposal should be password protected.**

The technical submissions will be evaluated as follows:

- 50% appropriateness of the proposed solution
- 40% demonstrated capacity of the firm to undertake the consultancy
- 10% relevant technical experts in the implementing team

All applications should be sent to procurement@icpac.net with a copy to gmes-ea@icpac.net on or before 29 August 2023 at 1700hrs (local time)