

## **PUBLICATION REFERENCE: NDMA / EDE: DRMC/ LZR/ 2020-2021**

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for submitting and selecting tenders. They apply to this call for tenders, in conformity with the practical guide, (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

### **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**

	<b>DATE</b>	<b>TIME*</b>
<b>Site visit (if any)</b>	Not applicable	Not applicable
<b>Information meeting (if any)</b>	Not applicable	Not applicable
<b>Deadline for requesting clarification from the contracting authority</b>	25 <sup>th</sup> September 2020	5.00pm
<b>Last date for the contracting authority to issue clarification</b>	5th October 2020	-
<b>Deadline for submitting tenders</b>	15 <sup>th</sup> October 2020	2.00pm
<b>Interviews (if any)</b>	Not applicable	-
<b>Completion date for evaluating technical offers</b>	29 <sup>th</sup> October 2020	-
<b>Notification of award</b>	4th November 2020	-
<b>Contract signature</b>	9th November 2020	-
<b>Start date</b>	19 <sup>th</sup> November 2020	-

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

□ Provisional date

### **3. Participation, experts and subcontracting**

Participation in this tender procedure is open on equal terms to natural and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are established in a Member State of the European Union, ACP States or in a country or territory authorised by the ACP-EC

Partnership Agreement under which the contract is financed . Participation is also open to international organisations.

- a)
- b) 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.
- c) In the cases listed in Section 2.6.10.1.1. of the **practical guide** tenderers may be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force.
- d) Tenders should be submitted by the same service provider or consortium that submitted the application form on the basis of which it was short-listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permitted unless a written request has been submitted to the contracting authority and the latter has given its prior approval in writing.
- e) 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.
- f) If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the organisation and methodology and the tender submission form.
- g) All subcontractors as well as all entities upon whose capacity the tenderer relies for the selection criteria must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor. If any subcontractor/capacity providing entity identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the subcontractor is not known at the time of submitting the tender, any subcontract must be awarded according to Article 4 of the general conditions of the contract.
- h) Subcontractors and capacity providing entities cannot be in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. The successful tenderer/contractor shall submit a declaration from the intended subcontractor/capacity providing entity that it is not in one of the exclusion situations. In the event of doubt, the contracting authority shall request documentary evidence that the subcontractor/ capacity providing entity is not in a situation of exclusion.

In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies or firms of ACP States capable of providing the services required on similar terms.

#### **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.

Supporting documents and printed literature furnished by the tenderer may be in another official language of the EU. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes (see clause 8). Each technical offer and financial offer must contain one original, clearly

marked “**Original**”, and two copies, each marked “**Copy**”. Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute an irregularity and may result in rejection of the tender.

#### 4.1. Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
  - a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
    - ❑ 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.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Any expert working on an EU/EDF-financed project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the contracting authority of these in the statement of exclusivity and availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders will be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be excluded from other EU/EDF-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the contracting authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).]

- b) A signed **declaration** using the format attached to the tender submission form.
- c) A completed **financial identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the European Commission, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).
- d) 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).

- e) 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** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.
- (3) **Key experts** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives.

Annex IV to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the terms of reference. In case of CVs longer than 3 pages, only the first 3 pages will be taken into account. Only the work experience mentioned in the CV will be considered by the evaluation committee. Non-key experts CVs are not necessary.

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 experts proposed:

- a copy of the diplomas 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. The admissibility of any other supporting documents to prove the work experience indicated in the CV will be subject to the discretion of the contracting authority.

Only diplomas and documented experience (i.e. not self-statement from the experts) will be taken into account. Previous experience which caused breach of contract and termination shall not be used as reference.

(4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation committee. Their positions and responsibilities may be defined in Section 6.1.1 of the terms of reference in Annex II to the draft contract.

(5) Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia), the subcontractors and the capacity providing entities are effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare

on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- (6) Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice/additional information about the contract notice (see further Section 2.6.11 of the practical guide). For the technical selection criteria you will find information in the invitation letter which references qualified you to be shortlisted and you are only requested to submit documentary evidence for these references.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the contracting authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

#### **4.2. Financial offer**

The financial offer must be presented as an amount in Kshs and must be submitted using the template for the global-price version of Annex V to part B of this tender dossier. The electronic version of this document 'B8 — Budget for a global-price contract' can be found on the website:

<http://ec.europa.eu/europeaid/prag/document.do>.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **Kshs. 4.2 million**. Payments under this contract will be made in the currency of the tender.

The applicable tax and customs arrangements are as follows.

There is no agreement between the European Commission and the Government of Kenya by which taxes are partially or fully exonerated.

General provisions regarding tax and customs arrangements are attached to the tender dossier

#### **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. 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.

## 7. 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 from a short-listed candidate, 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:

Contact name: Chrisgone Adede

Address: National Drought Management Authority, P.O. Box 53547 – 00200, Nairobi

E-mail: [cadede@dmkenya.or.ke](mailto:cadede@dmkenya.or.ke) and [john.mwangi@ndma.go.ke](mailto:john.mwangi@ndma.go.ke)

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.

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 11 calendar days before the deadline for submitting tenders.

No information meeting is planned.

No site visit is planned.

Visits by individual prospective tenderers during the tender period are not organised.

## 8. Submission of tenders

Tenders must be sent to the contracting authority before **15<sup>th</sup> October 2020, 2.00 pm**. They must include the requested documents in clause 4 above and be sent:

- **EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>1</sup>, to:

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 8<sup>th</sup> Floor  
P.O. Box 53547- 00200  
Nairobi, Kenya.

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<sup>1</sup> It is recommended to use registered mail in case the postmark would not be readable.

**OR hand delivered** by the participant in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 8<sup>th</sup> Floor, Standard Street  
P.O. Box 53547- 00200  
Nairobi, Kenya

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer**' and the other '**Envelope B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (i.e. publication reference);
- c) the words 'Not to be opened before the tender-opening session' and equivalent phrase in local language;
- d) the name of the tenderer.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered.

## **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 3.4.10.3 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 date and time of these interviews will be confirmed or notified to the tenderer at least ten days in advance. If a tenderer is prevented from attending an interview by force majeure, a mutually convenient alternative appointment is arranged with the tenderer. If the tenderer is unable to attend this second appointment, its tender will be eliminated from the evaluation process.

### **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.

### **12.3. Choice of selected tenderer**

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

Where tenders of equivalent economic and technical quality are compared, preference shall be given to the widest participation of ACP States. See section 2.6.9. of the practical guide.

### **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 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.

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

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

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

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

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

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

#### **14.2. Signature of the contract(s)**

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

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

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

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

The corresponding contract award notice will be published on TED e-Tendering accessible from the F&T portal at <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home>.

#### **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**

Processing of personal data related to this tender procedure 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.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Cooperation and Development.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

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

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

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

## B. DRAFT CONTRACT AGREEMENT AND SPECIAL CONDITIONS WITH ANNEXES

### DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N<sup>o</sup> NDMA / EDE: DRMC/ LZR / 2020-2021

FINANCED FROM THE GENERAL BUDGET OF THE UNION EDF

Chief Executive Officer, National Drought Management Authority (NDMA), P.O. Box 53547, - 00200 Nairobi

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>  
[<Legal status/title>]<sup>2</sup>  
[<Official registration number>]<sup>3</sup>  
<Full official address>  
[<VAT number>],<sup>4</sup>

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<sup>2</sup> Where the contracting party is an individual.

<sup>3</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>4</sup> Except where the contracting party is not VAT registered.

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: ENDING DROUGHT EMERGENCIES: SUPPORT TO DROUGHT RISK MANAGEMENT AND COORDINATION (EDE: DRMC) KE/FED/2016/377-443**

**CONTRACT TITLE: CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT AND DEPLOYMENT OF THE LIVELIHOOD ZONE’S MOBILE DATA COLLECTION TOOL & WEB-BASED MANAGEMENT INFORMATION SYSTEM**

**Identification number: NDMA / EDE: DRMC/ LZR / 2020-2021**

**(1) Subject**

1.1 The subject of this contract is **Consultancy services for design, development and deployment of the livelihood zone’s mobile data collection tool and web-based management information system** done in Nairobi with identification number **NDMA / EDE: DRMC/ LZR / 2020-2021**

(‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

**(2) Contract value**

This contract, established in Kenya Shillings, is a global price contract. The contract value is Kshs.....

**(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);
- Budget (Annex V);
- Tax and Customs Arrangements (Annex VI)

**The various documents making up the contract 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:

By derogation from Article ...

Done in English in two originals: one original for the contracting authority and one original for the contractor.

**For the contractor**

**For the contracting authority**

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

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.

### **Article 2 Communications**

2.1 All communication relating to the contract should be delivered to the address below

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 17th floor  
P.O. Box 53547 – 00200  
Nairobi, Kenya

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 In the selection of subcontractors and/or other independent contractors, from an eligible country, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms.

### **Article 12 - Liabilities**

12.2 '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 Two Million Kenya Shillings.

### **Article 13 - Insurance**

- 13.2 a) By derogation from Article 13.2 a) of the general conditions, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- 13.2 b) By derogation from Article 13.2, b), paragraph 1 of the general conditions it is that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

## Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be date of signature of the contract by both parties

19.2 The period for implementing the tasks is 6 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 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 in any case 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 documents or reports.

## Article 29 Payment and interest on late payment

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

**Table 2:** Instalment schedules for LZR data collection tool & MIS

<b>Instalment</b>	<b>Deliverables</b>	<b>Percentage (%) of contract price</b>
Payment 1	Delivery and approval of a comprehensive specifications for both the mobile and the web-based systems.	25%
Payment 2	Development, testing, piloting and successful deployment of the mobile based data collection tool in actual data collection.	25%
Payment 3	Completion of development of the livelihood zone MIS (LZ MIS) and the finalization of user acceptance testing (UAT) of the LZ MIS	25%
Payment 4	Deployment of the complete LZ MIS complete with all datasets and maps, completion of user training and successful handover of the system to both the DISK and the NDMA.	25%
<b>TOTAL</b>		<b>100%</b>

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

29.5 Payments shall be made in Kenya Shillings 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.

## Article 30 Financial guarantee

30.1 Subject to a positive risk assessment by the Contracting Authority, by derogation from article 30 of the General Conditions no pre-financing guarantee is required.



## **Article 40 Settlement of disputes**

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 state of the contracting authority 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 (Official Journal No L 382, 31.12.1990, Annex A12 to the practical guide ).] Please attach Annex A12 of the practical guide to the present contract.]

## **Article 42 Data Protection**

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/EC<sup>5</sup> and as detailed in the specific privacy statement published at ePRAG.]

## **Article 43 Further additional clauses**

None.

\* \* \*

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<sup>5</sup> OJ L 205 of 21.11.2018, p. 39

## **ANNEX I: GENERAL CONDITIONS FOR SERVICE CONTRACTS**

<https://ec.europa.eu/europeaid/prag/annexes.do?annexName=B8d&lang=en>

## ANNEX II: TERMS OF REFERENCE

### TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT AND DEPLOYMENT OF THE LIVELIHOOD ZONE'S MOBILE DATA COLLECTION TOOL & WEB-BASED MANAGEMENT INFORMATION SYSTEM

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# **1 BACKGROUND INFORMATION**

## **1.1 Partner country**

Kenya

## **1.2 Contracting authority**

Chief Executive Officer, National Drought Management Authority (NDMA).

## **1.3 Country background**

Within the cross-cutting discipline of food security and humanitarian response there are increasingly strong calls for improved analysis, including: greater comparability of results from one area to another, increased precision and clarity, greater transparency of evidence, increased relevance to strategic decision making, and stronger linkages between information and action. Improving analysis along these lines would enable food security and humanitarian interventions to be more needs-based, strategic and timely. In this respect, there is need to consider the capabilities, assets and activities that have supported the communities for survival in the different zones and relate them with the changes that have occurred in the last several years.

The review will be based on the understanding and general definition that; A livelihood zone is a geographical entity that can be used for the analysis of spatial data, where the object of interest is human outcomes: as a result of risk, shocks and trends in climate or economic processes, who are food insecure, where are they, how many are they, when will they need assistance etc. The big assumption in the entire process is that the livelihood zones are roughly homogeneous in the basic agricultural, geophysical, socio-economic, and cultural attributes.

Applying a livelihood zone approach to food security analysis is quite important because it increases statistical efficiency and can be used as a common unit of analysis and data sharing. The approach helps improve and refine the ability to analyse and assess the impacts of recurring droughts and other hazards on livelihoods and promotes a multi-sectoral approach to food security analysis. Likewise, it can be used as a baseline (socio-economic mapping) to derive and map out risk scenarios at the national level and is therefore important in targeting assessment missions and sampling nutrition and other surveys. It also enhances contingency planning process including mitigation and intervention planning. The characteristics and the structure of livelihoods will facilitate determination and selection of the most appropriate interventions that build on the resilience of livelihoods.

The overall task of the livelihood zones review of which this is a sub-task is a collaborative effort between the NDMA through the EU funding and the World Food Programme (WFP) at an approximated cost of Kshs 92M. The EU through the EDE-SP6 will contribute around Kshs 23M while the WFP is expected to avail around Kshs 70M into the activity.

## **1.4 Current situation in the sector**

Livelihood zone profiles are a powerful tool in the analysis of the impacts of hazards and shocks on different populations based on their inherent differences on how they meet their basic needs focussed on access to food, income sources and market opportunities. The need for updated livelihood zones for more targeted analysis in the context of the changes that have occurred over the years since the 2005/06 period are the biggest drivers to the need for the revision of the current livelihood zones.

The range of changes that are observed to have occurred over the period since the last revision includes: -

- Effects of climate change, especially on environmental variables like pasture and the subsequent impact on access to food and income sources.
- Inception and implementation of numerous interventions, and the need to evaluate their impacts on livelihoods.
- Dynamic demographic changes taking place including but not limited to population movement and re-settlement in marginal areas.
- Increased urbanization in areas hitherto considered rural, which influences livelihood activities and thereby livelihoods.
- The emergence of critical sector-led issues such as the building of new markets, livestock census
- The advent of the county governments and the enhancement of planning at lower levels backed by initiatives to have better statistics.
- The increasing focus on livelihood context sensitive analysis and subsequent interventions that address core needs for various households based on their livelihood profiles

## **1.5 Related programmes and other donor activities**

This planned review is expected to be anchored on previous works done in the mapping of livelihood zones in Kenya. The first livelihood zoning activity was carried out in 1995 and resulted in a broad classification of livelihoods. This was followed by the 2001 KFSSG recommendation for a nationwide zoning that was then aimed at adopting an enhanced resolution in the definition of the livelihood zones. The zoning process involved the production of digitized maps at the lowest administrative units (then sub-locations). The sub-location level was then chosen as the unit for the capture and compilation of socio-economic data for the zoning. The exercise involved the development of a country specific format for data collection in 2003. Subsequently, in 2004 the activities achieved included, among others: the formation and training of national multi-sectoral and multi-agency teams; formation and training of district and divisional multi-sector-based teams; data collection by the teams at district and divisional levels as well as from the households at sub-location level.

In 2005, data entry was completed and updated after validation in six provincial level consultative forums. The livelihood zones were then eventually collapsed from more than fifty to a manageable 8-15 generalized zones. Despite the collapsing of livelihood zones for national level analysis, at the district level, detailed information was maintained and used to develop risk-scenarios and quantify disaster-impacts on livelihoods in a mapping environment by livelihood zones. A further refinement was conducted in 2010, expanding the livelihood zones to 24 from the initial set of 8-15.

## **2 OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall objective**

The overall objective of the livelihood zones review is to ensure better management of the data collection process and the curation and automation of the process for the generation of the LZR products.

### **2.2 Purpose**

The purpose of this assignment is to deliver both a web-based MSI for the management of the LZR data including the visualization and curation of the LZR review products in totality and the mobile-based data collection tool for the collection of LZR field data.

### **2.3 Results to be achieved by the contractor**

The outputs of this consultancy will be:

- A requirements analysis and systems specifications document for both the mobile based data collection tool and the livelihood zones management information system fully approved by the DISK.
- Fully developed, tested and signed off mobile based data collection tool and web-based MIS.
- The respective technical and user documentation/manuals for the mobile based data collection tool and the web-based MIS and system.
- Report of the piloting of the systems detailing any functionality and design issues to be addressed from the systems pilot.
- Report on the resolution of issues from the systems and tools pilot.
- Detailed report on user training for both champion (ToTs) and end-users.
- Report on support for data collection, data transmission, data analysis, data curation of the support to the development of livelihood zone profiles.
- A final completion and commissioning report of the livelihood zones MIS.

## **3 ASSUMPTIONS & RISKS**

### **3.1 Assumptions underlying the project**

The assignment assumes the partnership with the World Food Programme (WFP) in the execution of the assignment will have the WFP meet their financial obligation to this assignment.

### **3.2 Risks**

The major risk to this assignment is time overruns especially from any delays in the development process as a result of interruptions from the service provider.

## **4 SCOPE OF THE WORK**

### **4.1 General**

#### **4.1.1 Description of the assignment**

This consultancy work will include requirements gathering and specifications for both the web-based MIS and the mobile based data collection tool, the actual system development following on both the agreed methodology and systems specifications, system testing and training of users on the use of the system. Deployment of the system and supporting the use of the mobile based system and also for the web-based MIS are within the scope of this work. Supporting the GIS consultant in the delivery of the livelihood zones maps will be under the remit of this consultancy. The scope of this work will require close collaboration with the Lead consultant in-charge of the delivery of the overall LZR assignment.

#### **4.1.2 Geographical area to be covered**

The assignment has the scope of the whole country of Kenya in the functionality of the system. The unit of data collection and analysis will be defined as part of the specifications for data collection tool and the web-based MIS.

### **4.1.3 Target groups**

The web application will be used by the data collection teams from across 45 counties while the web-based MIS will be accessible online to the public

## **4.2 Specific work**

Under the overall coordination and guidance of the Data and Information Sub-committee of the KFSSG (DISK), the consultant with frequent consultations will perform the following tasks;

1. Carry out a detailed systems requirements analysis that will lead to the systems specifications document for the LZR-MIS & LZR-Mobile based data collection tools.
2. Settling with the client on the choice of technology to ensure the best technology choices are made at each stage of the delivery of the products
3. Work closely with the DISK in the development of both the web-based MIS and the mobile-based systems for LZ data collection based on the approved systems specifications document.
4. Testing and piloting both the web-based LZ MIS and the mobile based data collection systems under the supervision of the lead consultant.
5. Updating the data collection tools based on the feedback realized from the piloting and system's testing phase of the assignment.
6. Developing training materials conducting user trainings on the use of both the web-based MIS and the mobile based data collection tool.
7. In collaboration with the lead consultant, the consultant will support the data collection, cleaning, transmission and analysis processes during the LZR assignment.
8. Supporting the development of the LZ products including maps and profiles and ensuring all the products are available for access to systems users based on levels of privileges.
9. Ensure the MIS is robust enough to support future updates of both LZ data, Maps and Profiles.
10. The consultant shall offer maintenance and support to the system for twelve (12) months after commissioning.

## **4.3 Project management**

### **4.3.1 Responsible body**

The National Drought Management Authority (NDMA) in the capacity of Contracting Authority will be responsible body for overall management of the service contract.

### **4.3.2 Management structure**

The consultant will work under direct supervision of the Data and Information Sub-committee of the KFSSG (DISK). The DISK will in-turn report to the NDMA. The DISK, on behalf of the NDMA, will convene review meetings to monitor and assess the status and outcomes of the contract implementation.

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

No facilities will be provided by the contracting authority.

## 5 LOGISTICS AND TIMING

### 5.1 Location

The operational base for the project will be in Nairobi.

### 5.2 Start date & period of implementation of tasks

The intended start date is 19th **November 2020** and the period of implementation of the contract will be for **120 consultancy days** spread across the three consultants over a period of six 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.

## 6 REQUIREMENTS

### 6.1 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.

#### 6.1.1 Key experts

The assignment envisages **THREE** key experts. The first is Systems Analyst/Project Manager, the second is Senior Systems Developer and the third the Assistant Systems Developer (GIS). The consultants will be responsible for systems analysis and general project management and the systems design and development respectively. The assignment will thus be appropriate consultancy companies within the systems development space.

#### **Key expert 1- Team Leader: Systems Analyst**

The systems analysis expert, with the support of the systems developer, is responsible for the preparation of systems analysis document from information, templates, data and data collection tools provided by the lead consultant on behalf of the DISK. The expert will also be responsible for project management, change management and the preparation and delivery of all design, training, technical and functionality documents for the systems

#### **General professional experience**

- At least a bachelor's degree from a recognised university in a computing related field
- Qualifications in Project Management with either a degree/ postgraduate diploma or any recognised certification like PMP/PRINCE.

#### **Specific professional experience**

- At least a certification in systems development and database design technologies with that of .NET and SQL Server technologies preferred.



- Minimum of 10 years progressive experience in designing, implementing or managing dynamic mobile and web-based applications using .NET or related technologies.
- Practical competence in systems development methodologies with a mastery of the software life cycle management (SDLC)
- Experience working with multi-stakeholder projects with a good a knowledge of food security or drought risk management
- Excellent oral and written communications skills
- Experience in the training of both end users and technical users.
- Fluency in both spoken and written English
- Experience working with multi-stakeholder projects with experience in food security or drought risk management
- Experience in managing systems development
- Good knowledge of the SDLC requirements analysis, systems specification, documentation, training

### **Key expert 2: The Systems Analyst**

The assignment requires an expert with diverse experience in the development of software systems for diverse applications like general data collection, food security, statistics and Geographic Information System (GIS). Experience working with government and International organisations on systems for drought risk management, food security and evidence-based data driven systems is required for this position.

### **Qualifications and skills:**

- Master's degree from a recognised university in Computer Science or a closely related computing field.
- At least a certification in systems development and database design technologies with that of .NET and SQL Server technologies preferred.
- Minimum of 7 years progressive experience in designing, implementing and managing dynamic mobile and web-based applications using .NET related technologies.
- Experience in the design of mobile based data collection applications with at least **one** such mobile application/system currently in use.
- Competence in the sharing, charting and visualization of GIS outputs including maps and both spatial and non-spatial data in web-based systems.
- Well-illustrated competence in the use of systems development methodologies that allow for adaptive planning, continual improvement and accommodates rapid and flexible response to user changes.
- Experience in developing applications for drought risk management and food security will be an added advantage.
- Outstanding oral and written communications skills
- Evidence of competency in database design, data modelling and the design of reports and dashboards.
- Experience in training of different categories of system users on systems administration and system functionalities.
- Fluency in both spoken and written English
- Demonstrated knowledge of management of State Corporations within the Government of Kenya and various circulars guiding their operations will be an added advantage.

### **Key qualifications, experience and skills required**

- An advanced degree (a Master's degree or higher) in Computer Science or any other relevant ICT based degree.
- Over 7 years of experience
- Experience working in Arid and Semi-Arid counties in Kenya will be an added advantage.

### **Specific professional experience**

- Extensive experience in conducting surveys and research activities related to drought management, natural resource management, food security and livelihoods analysis;
- Must have attained a significant working experience (minimum 3 years) in systems development in disaster / drought risk management and/or food security/livelihood.
- Experience in the design, development of training materials and application of field survey tools.

### **General professional skills**

- Good analytical and writing skills and technical competence demonstrated by examples of similar work done in a large organization dealing with cross sectoral, multi-disciplinary issues
- Good coordination skills and in a diverse environment and multi-sectoral teams and government.
- Facilitation skills for organisation of workshops and training courses;
- Strong skills and proficiency in data analysis
- Good communication skills and experience working with local communities in Kenya.
- Fluency in English is a requirement.

### **Key expert 3: The Systems Analyst**

The Assistant Systems Developer will collaborate with the Senior systems developer in the development of both the web-based MIS and the mobile based data collection system through competency in the development of GIS systems. Apart from systems development responsibilities, the assistant developer will support the development of training material and actual user training, support systems documentation and generally deputise the senior developer.

### **Qualifications and skills:**

- Bachelor's degree from a recognised university in GIS, Remote Sensing, Geoinformatics, Geospatial science, Geography or any closely related discipline.
- At least a certification in systems development and database design technologies with that of .NET and SQL Server technologies preferred or certification in GIS related technologies.
- Minimum of 3 years progressive experience in designing, implementing and managing GIS technologies especially in the visualization of GIS data including on dashboards and maps in web applications.
- Experience as part of team development of mobile based data collection applications
- Competence in systems documentation, user training and the development of user training manuals and course schedules.
- Practical working experience of software development life cycle.
- Outstanding oral and written communications skills
- Proven systems development expertise of at least two currently deployed applications in any setting.
- Fluency in both spoken and written English

## **Key qualifications, experience and skills required**

- An advanced degree (a Bachelor's degree or higher) in GIS, Remote Sensing, Geoinformatics, Geospatial science, Geography or any closely related discipline.
- Over 3 years of experience in the development of GIS web-based applications.

## **Specific professional experience**

- Experience in the design, development of training materials and application of field survey tools.
- Proven experience in systems documentation

## **General professional skills**

- Good analytical and writing skills
- Facilitation skills for organisation of workshops and training courses
- Skills in data presentation and reporting of systems
- Good communication skills
- Fluency in English is a requirement.

### **6.1.2 Other experts, support staff & backstopping**

CVs for experts other than the 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 shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

## **6.2 Office accommodation**

Office accommodation for each expert working on the contract is to be provided by the contractor.

## **6.3 Facilities to be provided by the contractor**

The contractor shall 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.

The contracting authority will provide no facilities to carry out the contract with the exception of access to the physical infrastructure that holds the FUNDS in the production and testing environments environment.

## **6.4 Equipment**

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

## **7 REPORTS**

### **7.1 Reporting requirements**

The contractor will submit the following reports in English in one original and one copies:

The following reports will be expected from this consultancy

- Systems requirements analysis and specifications document fully approved by the DISK
- Systems development and testing report
- The systems manuals including- the technical and user documentation/manuals for the systems
- Report on systems pilot
- Issues log report for resolution of systems issues
- Report on user training for both champion (ToTs) and end-users.
- Report on support for data collection, data transmission, data analysis, data curation of the support to the development of livelihood zone profiles.
- A final consolidated report for the entire assignment.

### **7.2 Submission and approval of reports**

The reports referred to above must be submitted to the DISK and further to the Contracting Authority for approval. Options for the provision of the reports include soft and/or hard copy and will be agreed upon with the service provider.

All submitted and approved reports will be treated as the products/property of the NDMA and their future use subjected to the terms and conditions of the NDMA.

## **8 MONITORING AND EVALUATION**

N/A

### **8.1 Definition of indicators**

N/A

### **8.2 Special requirements**

N/A



# **ANNEX III: ORGANISATION & METHODOLOGY**

**To be completed by the tenderer**

Please provide the following information:

## **1 RATIONALE**

- Any comments you have on the terms of reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

## **2 STRATEGY**

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

## **3 BACKSTOPPING, SUBCONTRACTING AND CAPACITY PROVIDING ENTITIES**

- A description of the support facilities (back-stopping) that the contractor will provide to the team of experts during execution of the contract. The back-up function will be assessed in the evaluation and should be carefully explained in the organisation and methodology, including the list of staff, units, capacity of permanent staff regularly intervening as experts on similar projects, provision of expertise in the region/country or origin as well as partner countries, organisational structure, etc. which are supposed to ensure that function, as well as the available quality systems and knowledge capitalisation methods and tools, within the respective members of the consortium.
- A description of any subcontracting arrangements and arrangements with capacity providers (if such were identified during the shortlisting stage) with a clear indication of the tasks that will be entrusted to subcontractors and to capacity providers and a statement by the tenderer guaranteeing the eligibility of subcontractors and capacity providers.

## **4 INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM AND OF CAPACITY PROVIDING ENTITIES**

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.
- If the tenderer relied on the capacity of other entities to fulfil the technical and professional criteria, evidence of the written commitment provided by those entities for performing the services for which their technical and professional capacities are required must be provided.
- If the tenderer relied on the capacity of other entities to fulfil the economic and financial criteria, evidence of the written commitment provided by those entities establishing their joint liability for the performance of the contract must be provided.

## **5 TIMETABLE OF WORK**

- The timing, sequence and duration of the proposed tasks, taking into account travel time.
- The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the terms of reference.
- The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

## ANNEX IV: KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in partner country	Languages and degree of fluency (VG, G, W)

### Curriculum vitae [1]

Proposed role in the project	
Family name	
First names	
Date of birth	
Nationality	
Civil status	
Education	



**EDUCATION**

Institution	Date from dd/mm/yyyy	Date to dd/mm/yyyy	Degree(s) or diploma(s) obtained

**Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)**

Language	Reading	Speaking	Writing

Membership of professional bodies	
Other skills (e.g. computer literacy, etc.)	
Present position	
Years within the firm	
Key qualifications (relevant to the project)	

Specific experience in the region		
Country	Date from dd/mm/yyyy	Date to dd/mm/yyyy

### Professional experience

Date from dd/mm/yyyy	Date to dd/mm/yyyy	Total of days	Location	Company & reference person [1] (name & contact details)	Position	Description
Total						

Other relevant information (e.g. publications)

[1] The contracting authority reserves the right to contact the reference persons. If you cannot provide a reference, please provide a justification.

## **ANNEX V: BUDGET**

**Global price: Kshs.**

The above amount must not be broken down further.

## ANNEX VI: TAX AND CUSTOMS ARRANGEMENTS

### Article 31 from Annex IV to the Cotonou Agreement, signed on 23<sup>rd</sup> of June 2000

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
  - (a) the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;
  - (b) Profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months.
  - (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
  - (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered
  - (e) Imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
  - (f) Fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
  - (g) Personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

## C. OTHER INFORMATION

### SERVICE CONTRACT NOTICE

#### CONSULTANCY SERVICES TO DESIGN, DEVELOPMENT AND DEPLOYMENT OF THE LIVELIHOOD ZONE'S MOBILE DATA COLLECTION TOOL & WEB- BASED MANAGEMENT INFORMATION SYSTEM

**1. Publication reference**

NDMA / EDE: DRMC/ LZR / 2020-2021

**2. Procedure**

Open

**3. Programme title**

Ending Drought Emergencies: Drought Risk Management and Coordination – Support to Pillar 6 (EDE / DRMC - SP6) grant contract

**4. Financing**

FED /2016 /377-443

**5. Contracting Authority**

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 8th Floor, Standard Street  
P.O. Box 53547- 00200  
Nairobi, Kenya

Clarifications may be sought from the contracting authority at the following email address [cadede@dmkenya.or.ke](mailto:cadede@dmkenya.or.ke) and [john.mwangi@ndma.go.ke](mailto:john.mwangi@ndma.go.ke) at the latest 21 days before the deadline for submission of applications stated at the point 23 below.

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### CONTRACT SPECIFICATION

**6. Nature of contract**

Global price

## **7. Contract description**

The purpose of this assignment is to deliver both a web-based MSI for the management of the LZR data including the visualization and curation of the LZR review products in totality and the mobile-based data collection tool for the collection of LZR field data.

## **8. Number and title of lots**

One lot only

## **9. Maximum budget**

Kshs. 4,200,000/=

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# **CONDITIONS OF PARTICIPATION**

## **10. Eligibility**

Participation in tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are established in a Member State of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed (see also item 29 below). Participation is also open to international organisations.

Please be aware that after the United Kingdom's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the United Kingdom depending on the outcome of negotiations. In case such access is not provided by legal provisions in force, candidates or tenderers from the United Kingdom could be rejected from the procurement procedure

## **11. Candidature**

All eligible natural and legal persons (as per item 11 above) or groupings of such persons (consortia) may apply.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the contracting authority.

The participation of an ineligible natural or legal person (as per item 11) will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

## **12. Number of applications**

No more than one application can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting an application). In the event that a natural or legal person submits more than one application, all applications in which that person has participated will be excluded.

## **13. Shortlist alliances prohibited**

Not applicable

#### **14. Grounds for exclusion**

As part of the application form, candidates must submit a signed declaration, included in the standard application form, to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the PRAG.

Candidates included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

#### **15. Sub-contracting**

Subcontracting is allowed.

#### **16. Number of candidates to be short-listed**

Not applicable

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### **PROVISIONAL TIMETABLE**

#### **17. Provisional date of invitation to tender**

*16<sup>th</sup> September 2020*

#### **18. Provisional commencement date of the contract**

*19<sup>th</sup> November 2020*

#### **19. Initial period of implementation of tasks**

*19<sup>th</sup> November 2020*

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### **SELECTION AND AWARD CRITERIA**

#### **20. Selection criteria**

The following selection criteria will be applied to candidates. In the case of applications submitted by a consortium, these selection criteria will be applied to the consortium as a whole unless specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

- 1) **Economic and financial capacity of candidate** (based on item 3 of the application form).  
In case of candidate being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three financial years for which accounts have been closed.
  - the average annual turnover of the bidder for the last three years preceding the submission deadline (2017, 2018 and 2019) must exceed the maximum budget stated in the contract.
  - Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1.

## **2) Professional capacity of candidate**

The tenderer will be required to have a solid record in the delivery of both web-based and mobile-based systems. In addition, the tenderer is expected to have practical competence in systems development methodologies with a mastery of the software life cycle management (SDLC) and experience working with multi-stakeholder projects with a good knowledge of food security or drought risk management. At least one of the experts must have a minimum of 10 years progressive experience in designing, implementing or managing dynamic mobile and web-based applications using .NET or any related technologies.

## **3) Technical capacity of candidate**

The tenderer must have undertaken at least TWO projects with similar complexity and requirements of expertise in the area of systems development. The applications must have been deployed in both web and mobile platforms. The two assignments must be in the last three years preceding the submission deadline.

Previous experience which caused breach of contract and termination by a contracting authority shall not be used as reference.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the tenderer relies on other entities it must prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality – and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the services for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly and severally liable for the performance of the contract.

If more than 8 eligible candidates meet the above selection criteria, their relative strengths and weaknesses must be re-examined in order to rank their applications and identify the 8 best candidates in accordance with point 17 of this contract notice. The only additional comparative criteria that will be taken into consideration during this re-examination, in the order in which they appear below, are:

## **22. Award criteria**

Best price-quality ratio.

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## APPLICATION

### 23. Deadline for submission of applications

Tenders must be delivered for receipt by 15th October 2020, 2:00 pm.

EITHER by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>6</sup>, to:

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 8th Floor  
P.O. Box 53547- 00200  
Nairobi, Kenya.

OR **hand delivered** by the participant in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 8<sup>th</sup> Floor, Standard Street  
P.O. Box 53547- 00200  
Nairobi, Kenya

*Any application sent to the contracting authority after this deadline will not be considered.*

### 24. Application format and details to be provided

**Applications must be submitted using the standard application form**, the format and instructions of which must be strictly observed. The application form is available from the following Internet address:

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

The application must be accompanied by a declaration on honour on exclusion and selection criteria using the template available from the following Internet address:

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

Any additional documentation (brochure, letter, etc.) sent with an application will not be taken into consideration.

### 25. How applications may be submitted

Applications must be submitted in English exclusively to the contracting authority in a sealed envelope:

- EITHER by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to:

The Chief Executive Officer  
National Drought Management Authority

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<sup>6</sup> It is recommended to use registered mail in case the postmark would not be readable.

Lonrho House, 8<sup>th</sup> Floor, Standard Street  
P.O. Box 53547- 00200  
Nairobi, Kenya

- **OR hand delivered** by the candidate in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

The Chief Executive Officer  
National Drought Management Authority  
Lonrho House, 8<sup>th</sup> Floor, Standard Street  
P.O. Box 53547- 00200  
Nairobi, Kenya

The **contract title** and the **Publication reference** (see item 1 above) must be clearly marked on the envelope containing the application and must always be mentioned in all subsequent correspondence with the contracting authority.

**Applications submitted by any other means will not be considered.**

By submitting an application candidate accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the application.

## **26. Alteration or withdrawal of applications**

Candidates may alter or withdraw their applications by written notification prior to the deadline for submission of applications. No application may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Item 25. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

## **27. Operational language**

*All written communications for this tender procedure and contract must be in English.*

## **28. Date of publication of prior information notice**

**Not applicable**

## **29. Legal basis<sup>7</sup>**

Annex IV to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.

## **30. Additional information**

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<sup>7</sup> Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term).

Financial data to be provided by the candidate in the standard application form must be expressed in Kenya Shillings.

**ADMINISTRATIVE COMPLIANCE GRID**

Contract title:		CONSULTANCY SERVICES FOR DESIGN, DEVELOPMENT AND DEPLOYMENT OF THE LIVELIHOOD ZONE'S MOBILE DATA COLLECTION TOOL & WEB-BASED MANAGEMENT INFORMATION SYSTEM					Publication reference:		NDMA / EDE: DRMC/ LZR / 2020-2021			
Tender envelope number	Tenderer name	Tender submission form duly completed? (Yes/No)	Tenderer's declaration (signed by each consortium member, if appropriate)? (Yes/No)	Language as required?	Organisation & methodology exists?	Key experts (list + CV)? (For contracts requiring key experts)	Key experts are present in only one tender as key experts? (For contracts requiring key experts)	All key experts have signed statements of exclusivity & availability? (For contracts requiring key experts)	Sub-contracting statement acceptable? (Yes/No/ Not)	Nationality of sub-contractors eligible? (Yes/No)	Documentary evidence for the references <sup>8</sup>	Overall decision? (Accept / Reject)
1												
2												
3												
4												
5												
6												
7												

<sup>8</sup> Evidence provided shall be compliant with the description given in the standard application form as concerns the selection criteria for technical capacity as specified in the Contract Notice

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

**EVALUATION GRID FOR GLOBAL PRICE CONTRACT**

	Maximum score
<b>Organisation and methodology</b>	<b>60</b>
Rationale	
Strategy	
Company Experience	
Timetable of activities	
Post implementation support	
<b>Key Experts</b>	<b>40</b>
<b>Overall total score</b>	<b>100</b>

<b>Strengths</b>	
<b>Weaknesses</b>	

NB: Only tenders with average scores of at least 75 points qualify for the financial evaluation

## D. SERVICE TENDER SUBMISSION FORM

**Ref:** < as quoted in the letter of invitation to tender >

**Contract title:** < Contract title >

**Please supply one signed** tender submission form (including signed statements of exclusivity and availability from all key experts proposed, if applicable, a completed financial identification form and a completed legal entity file (only for the leader) and declarations from the leader and all members (if you are in a consortium), together with three copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folders or dividers). We also suggest you use double-sided printing as much as possible.

Tenders submitted by consortiums (i.e. either a permanent, legally-established grouping or a grouping constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

When the European Commission is the contracting authority or is processing your personal data received from you or from the contracting authority (when the European Commission is not the contracting authority), the data protection rules provided for by the Regulation<sup>9</sup> on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data applies.

Information concerning processing of your personal data by the European Commission are available in the privacy statement at <http://ec.europa.eu/europeaid/prag/annexes.do?group=A>

For DG International Cooperation and Development: [The data controller of this call for tenders is the head of DG International Cooperation and Development legal affairs unit.]

For DG Neighbourhood and Enlargement Negotiations: [The data controller of this call for tenders is the head of unit of NEAR/R.4 - Contracts and Finance (ENI)]

For any other DG: [The data controller of this call for tenders is <please add the name of your controller>]

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

Name(s) and address(es) of legal entity or entities submitting this tender
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<sup>9</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

<b>Leader<sup>10</sup></b>	
<b>Member</b>	
<b>Etc.</b>	

## 2. CONTACT PERSON (for this tender)

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

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<sup>10</sup> Add/delete additional lines for consortium members as appropriate. **Note that subcontractors are not considered to be consortium members.** If this tender is being 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 tenders set in the instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the contracting authority.



### 3. DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format.

### 4. STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for consortiums, this must include all consortium members), 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:

- Organisation & methodology
- Key experts (comprising a list of the key experts and their CVs), if required
- Tenderer's declaration (for a consortium, this must include one from every consortium member)
- Statements of exclusivity and availability signed by each of the key experts, if required
- Completed financial identification form (see Annex VI to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the contracting authority on an earlier occasion, unless it has changed in the meantime)
- Completed legal entity file (or the legal entity number allocated. Alternatively a copy of the legal entity file provided to the contracting authority on an earlier occasion, unless the legal status has changed in the meantime)
- 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.
- Documentary proof or statements required under the law of the country where we are effectively established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in Section 2.6.10.1.1 of the practical guide. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
- Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the additional information about the contract notice.

[We undertake to guarantee the eligibility of the subcontractor(s) for the parts of the services for which we have stated our intention to subcontract in the organisation and methodology.] (delete this sentence if not applicable)

We confirm that we, including all consortium members, subcontractors and experts are not in the lists of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and we understand that our tender may be rejected, if proved the contrary.

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

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the contracting authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the contracting authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the instructions to tenderers. Signed on behalf of the tenderer:

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## FORMAT OF THE DECLARATION REFERRED TO IN POINT 3 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

<Name and address of the contracting authority — see the contract notice >

**Your ref: < Publication reference >**

Dear Sir/Madam

### TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender [**on an individual basis**] \* [**as member of the consortium** led by < name of the leader> [ourselves]] \* for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as a member — including leader — in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 13 of the instructions to tenderers and have no professional conflicting interests and/or any relation with other short-listed candidates or other parties in the tender procedure or behaviour which may distort competition at the time of submitting this tender according to Section 2.5.4. of the practical guide;
- [ have attached a current list of the enterprises in the same group or network as ourselves] [ are not part of a group or network] \*;
- will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during implementation of the tasks;
- fully understand 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. and Section 2.4 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/or 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 financial interests of the EU, 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.

[\* Delete as applicable]

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

Yours faithfully,

<Signature of authorised representative of the legal entity >

< Name and position of authorised representative of the legal entity >

## STATEMENT OF EXCLUSIVITY AND AVAILABILITY<sup>11</sup>

**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:

<b>From</b>	<b>To</b>	<b>Availability</b>
< start of period 1 >	< end of period 1 >	[full time] [part time]
< start of period 2 >	< end of period 2 >	[full time] [part time]
< etc. >		

I confirm that I do not have a confirmed engagement<sup>12</sup> 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, that I am not in the list of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) 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):

<b>Tender reference</b>	<b>Submission deadline for the tender</b>	<b>Tendered engagement</b>
< tender reference >	< date >	[full time] [part time]
< tender reference >	< date >	[full time] [part time]
< etc. >		

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.

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<sup>11</sup> To be completed by all key experts.

<sup>12</sup> The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender that has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the contractor.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	