



Intergovernmental Authority on Development (IGAD)

Project: IPPSHAR – 6545-01/2017

TENDER DOCUMENT

For

***Consultancy to Develop IGAD Protocol on the
Establishment of Regional Cooperation and Coordination
Mechanism Against Transnational Security Threats (TSTs)***

Tender No: IPPSHAR- 2.1.2.2.A.01/2020

Date: September, 2021

Country: Ethiopia

LETTER OF INVITATION

Our ref: Contract No: IPPSHAR-6545-01/2017- 2.1.2.2 A-01/2020

September 23, 2021

Dear Consultant,

Re: Invitation to Tender for Consultancy to Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism Against Transnational Security Threats (TSTs)

I am pleased to inform you that your firm/the consortium led by you is invited to take part in the competitive negotiated procedure for the above contract. The complete tender dossier is attached to this letter. It includes:

- A. Instructions to tenderers and contract notice
- B. Draft contract agreement and special conditions with annexes:
 - I. General conditions for service contracts
 - II. Terms of reference
 - III. Organization and methodology (to be submitted by the tenderer using the template provided)
 - IV. Key experts (including templates for the summary list of key experts and their CVs)
 - V. Budget (to be submitted by the tenderer as the financial offer using the template provided)
 - VI. Forms and other supporting documents
- C. Other information:
 - I. List of entities invited to submit a tender
 - II. Administrative compliance grid
 - III. Evaluation grid
- D. Tender submission form and declaration of honour on exclusion and selection criteria

For full details of the tendering procedures, please see the practical guide and its annexes, which may be downloaded from the following website: <http://ec.europa.eu/europeaid/prag/document.do>

We look forward to receiving your tender which has to be sent no later than the deadline set in point 8 of the Instructions to Tenderers. Please send it to the address and with the requirements given in point 8. By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. If you decide not to submit a tender, we would be grateful if you could inform us in writing, indicating the reasons for your decision.

Yours sincerely

Joshua Turinawe

ANNEX A. INSTRUCTIONS TO TENDERERS

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, selecting and implementing contracts financed under 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

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	12.10.2021	17.00 HRS
Last date for the contracting authority to issue clarification	21.10/2021	17.00 HRS
Deadline for submitting tenders	26.10.2021	12.00 PM
Interviews (if any)	N/A	-
Completion date for evaluating technical offers	3.11.2021 [□]	-
Notification of award	12.11.2021 [□]	-
Contract signature	29.11.2021 [□]	-
Start date	15.12.2021	-

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

□ Provisional date

3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open to the invited tenderers and to the candidates who will have responded to the advertisements placed on the websites. For the eligibility, please see point 11 of the contract notice.
- 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 2.3. (EU restrictive measures), 2.3.3.1. (exclusion criteria) or 2.3.3.2. (rejection from a procedure) of the **practical guide**. Should they do so, their tender will be considered unsuitable or irregular respectively.
- c) In the cases listed in Section 2.3.3.1. 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) Short-listed service providers or consortia are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
- f) The contract between the tenderer/contractor and its experts shall contain a provision that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.
- g) Subcontracting is the only permitted form of collaboration with firms that have not been short-listed and only on condition that the tenderer explicitly states that it is the sole party that will be contractually liable. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the organization and methodology and the tender submission form.
- h) Even if subcontracting is allowed, the short-listed candidate must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies.
- i) All subcontractors 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 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.
- j) Subcontractors cannot be in any of the exclusion situations listed in Section 2.3.3.1. of the practical guide. The successful tenderer/contractor shall submit a declaration from the intended subcontractor 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 is not in a situation of exclusion.
- k) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.
- l) 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 language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise of 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 five (5) 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 may 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** together with a signed "Declaration on honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form, 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.
- d) The **legal entity file** and supporting documents.
- 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. Note that the CVs of non-key experts must not be submitted.

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 proving the professional experience indicated in their CVs.

Only diplomas and documented experience will be taken into account. Previous experience which would have led to 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 6.1.2 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) is 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 based on a risk assessment, or 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 and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice. (See further Section 2.6.11 of the practical guide).

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedures, it is however 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 Euro 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>

The global price may be broken down by outputs if required from the terms of reference

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is EUR 49,950. Payments under this contract will be made in the currency of the tender.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

The European Commission and IGAD have agreed to exonerate the Value Added Tax on the services provided under this programme.

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. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1 of the practical guide, up to the adoption of that recommendation.

7. Additional information before the deadline for submitting tenders

The tender dossier should be clear enough to avoid 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 tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers 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:

Joshua Turinawe
IGAD PSD Procurement Officer

E-mail: joshua.turinawe@igad.int

under copy to john.auma@ada.gv.at

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

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

No information meeting or site visit is foreseen.

8. Submission of tenders

Tenders must be sent to the contracting authority **on or before 26.10.2021 at 12.00 pm, East African time**. They must include the requested documents in clause 4 above and be sent:

- **EITHER** by courier service, in which case the evidence shall be constituted by the date of the deposit slip,
- **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:

**Intergovernmental Authority on Development (IGAD) Security Sector Programme,
5th floor Tensae Building, Cape Verde Street, Bole Road, off Africa Avenue,
Addis Ababa, Ethiopia.**

Tenders submitted by any other means will not be considered.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the courier 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., the reference number;**
- c) **the words 'Not to be opened before the tender-opening session';**
- d) **the name of the tenderer.**

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 3.3.10.3 of the practical guide (available on the internet at <http://ec.europa.eu/europeaid/prag/document.do>).

12.1.1. Interviews

No interviews are foreseen

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 2.4.10. 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 / Corruptive practices

a) Absence of conflict of interest

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

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

The tenderer and its staff must comply with human rights. 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 and sexual abuse:

- 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 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 the 15 days' delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, 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 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 and the consequence of these letters will be that the validity of their offers must not be retained.

15. Cancellation of the tender procedure

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

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;

- all technically acceptable tenders exceed the financial resources available;
- there has 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 to the contracting authority in accordance with the provisions of IGAD Procurement Manual Revised January 2017 paragraph 7.9. See Section 2.4.15 of the practical guide.

SERVICE CONTRACT NOTICE

Invitation to Tender for Consultancy to Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism Against Transnational Security Threats (TSTs)

1. Reference

Contract No: IPPSHAR 6545-00-2017- 2.1.2.2 A-01/2020

2. Procedure

Competitive Negotiated Procedure

3. Programme title

IGAD Promoting Peace and Stability in the Horn of Africa Region

4. Financing

Budget line: 2.1.2.2 A

5. Contracting authority

Intergovernmental Authority on Development Peace and Security Division (IGAD PSD)

CONTRACT SPECIFICATION

6. Nature of contract

Global price.

7. Contract description

The consultancy assignment is to develop a Regional Draft Protocol Establishing IGAD regional cooperation and coordination mechanism against TSTs that facilitate effective criminal intelligence and information sharing; regional criminal analysis and mapping; joint planning and operations; assets/resources and expertise sharing; capacity building; mutual legal assistance; harmonization of policies and legislations and standardization of systems in preventing and countering serious and organized transnational security threats/crimes.

8. Number and titles of lots

Not applicable.

9. Maximum budget

Up to EUR 49,950.

10. Scope for additional services

The contracting authority may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding up to the estimated amount of approximately euro 25,000. Any extension of the contract would be subject to satisfactory performance by the contractor

CONDITIONS OF PARTICIPATION

11. 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 authorized by the ACP-EC Partnership Agreement under which the contract is financed (see also item 25 below).

Participation is also open to international organizations.

12. 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.

13. Number of Tenders

No more than one tender 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 a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

14. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.3.3.1 of the practical guide.

Tenderer included in the lists of EU restrictive measures (see Section 2.3. of the PRAG) at the moment of the award decision cannot be awarded the contract.

15. Sub-Contracting

Subcontracting is allowed.

PROVISIONAL TIMETABLE

16. Provisional commencement date of the contract

15 December 2021

17. Implementation period of the tasks

Approximately 17 weeks.

SELECTION AND AWARD CRITERIA

18. Selection criteria

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole, if not 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 the tenderer:** (based on item 3 of the tender form). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed in order to ascertain that the tenderer has sufficient financial stability to handle the proposed contract.

Tenderers which are legal entities must submit evidence of financial resources indicating an average annual turnover that exceeds the annualized maximum budget of the contract indicated above, i.e., the maximum budget stated in the contract notice divided by the initial duration in years; and a current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.

For natural persons the available financial resources of the tenderer must exceed the annualized maximum budget of the contract i.e., the maximum budget stated in the contract notice divided by the initial contract duration in years; and the financial situation of the tenderer should not be in deficit, taken into account debts, at the beginning and end of year.

- 2) **Professional capacity of the tenderer:** (based on items 4 of the tender form). The reference period which will be taken into account will be the last three years from submission deadline.
 - For legal persons: has a professional certificate appropriate to this contract, and at least one expert staff currently working for the candidate (tenderer) in fields related to this contract;
 - For natural persons, the tenderer: has a minimum of MSC educational level or higher with BSC in international relations, peace and security, or similar field or LLM in law preferably in international law; and has at least 10 years of experience in public diplomacy, teaching, researching and/or drafting or negotiating bilateral or multilateral conventions, protocols, agreements, memorandum of understanding, particularly in mutual legal assistance and on criminal matters.
- 3) **Technical capacity of tenderer:** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last three years from submission deadline. The tenderers shall demonstrate that they have carried out at least one assignment of similar nature in the last 3-5 years.

This means that the project the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, proof of final payment for services). In case of projects still on-going only the portion satisfactorily completed during the reference period although started earlier will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value. If a tenderer has implemented the project in a consortium, the percentage that the tenderer has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided if the selection criteria relating to the pertinence of the experience have been used.

Previous experience which would have led to breach of contract and termination by a contracting authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

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. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of 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. 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 works or 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.

19. Award criteria

Best price-quality ratio.

TENDERING

20. Deadline for receipt of tenders

The candidate/tenderer's attention is drawn to the fact that there are two different systems for sending tenders: one is by courier or by hand delivery.

In the first case, the tender must be sent before the date and time limit for submission, as evidenced by deposit slip, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the tender which will serve as proof.

The deadline for receipt of tenders is **26/10/2021 at 12.00 pm East African Time** as specified in point 8 of the instruction to tenderers.

Any tender submitted to the contracting authority after this deadline will not be considered. The contracting authority may, for reasons of administrative efficiency, reject any tender submitted on time to the courier service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report, if accepting tenders that were submitted on time but arrived late would considerably delay the evaluation procedure (for instance when tenders are received after the evaluation committee has finished its works and evaluating them would imply re-calling the evaluation committee) or jeopardize decisions already taken and notified.

21. Tender format and details to be provided

Tenders must be submitted using the standard tender form for simplified procedures, the format and instructions of which must be strictly observed. The tender form is available from the following internet address: <http://ec.europa.eu/europeaid/prag/annexes.do?group=B> , under the zip file called Simplified Tender dossier.

The tender must be accompanied by a declaration of 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 a tender will not be taken into consideration.

22. How tenders may be submitted

Tenders must be submitted in English exclusively to the contracting authority in a sealed envelope, using the means specified in point 8 of the instructions to tenderers:

- **EITHER** by courier service, in which case the evidence shall be constituted by the date of the deposit slip,
- **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:

**Intergovernmental Authority on Development (IGAD) Security Sector Programme,
5th floor Tensae Building, Cape Verde Street, Bole Road, off Africa Avenue,
Addis Ababa, Ethiopia.**

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

Tenders submitted by any other means will not be considered.

By submitting a tender, tenderers accept to receive notification of the outcome of the procedure by electronic means.

23. Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 8 of the instructions to tenderers. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

24. Operational language

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

25. Legal basis

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.

ANNEX B. DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS Contract No 6545-00-2017- 2.1.2.2 A-01/2020

The Inter-Governmental Authority on Development Peace and Security Division (IGAD -ISSP), of the one part, and <Full official name of the contractor; full official address>, of the other part, have agreed as follows:

Project: IGAD Promoting Peace and Stability in the Horn of Africa (IPPSHAR)

Contract Title: Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism Against Transnational Security Threats (TSTs)

Identification number: Contract No 6545-00-2017- 2.1.2.2 A-01/2020

(1) Subject

- 1.1 **Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism Against Transnational Security Threats (TSTs).**
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR **TBD**.

(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 Breakdown (Annex V)
- Other relevant forms and documents (Annex VI);

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

(4) Language of the contract

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

(5) Other specific conditions applying to the contract

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

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

SPECIAL CONDITIONS

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

Article 2 Communications

2.1. For the Contracting Authority:

Name:
Responsibility:
E-mail: ...

IGAD, PO BoxAddis Ababa
Tel:

The Contractor:

Name:
Responsibility:
E-mail: ...

- 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 7 General obligations

7.8 The Contractor must take necessary measures to ensure the EU visibility on financing or co-financing. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission. These rules are set out and available at https://ec.europa.eu/europeaid/sites/devco/files/communication_and_visibility_manual_en.pdf

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 **EUR XX**.

Article 13 - Insurance

13.2 a) By derogation from Article 13.2 a) of the general conditions, before commencement of the contract, 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.

Article 19 Implementation of the tasks and delays

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

19.2 The period for implementing the tasks is 17 weeks 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 30 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 30 days of the receipt of the report.

Article 29 Payment and interest on late payment

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

Month		EUR
1	Inception report	10 % of the contract value
2	First Draft protocol	10 % of the contract value

3	Second Draft protocol	30% of the contract value
4	Final Draft protocols Report	50% of the contract value
	Total	Total contract value

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

29.5 Payments will be made in EURO 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:

- (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.

**ANNEX B I: GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR EXTERNAL
ACTIONS FINANCED BY THE EUROPEAN UNION**

<http://ec.europa.eu/europeaid/prag/document.do?isAnnexes=true>

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Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism against Transnational Security Threats (TSTs)

1. BACKGROUND INFORMATION

Partner country

The Intergovernmental Authority on Development (IGAD) active Member States (Djibouti, Ethiopia, Kenya, Somalia, South Sudan, the Sudan and Uganda)

1.1 Contracting authority

IGAD Security Sector Program (IGAD - ISSP)

1.2 Country background

The Inter-Governmental Authority on Development (IGAD) is one of the Regional Economic Communities (RECs) recognized by the African Union. The Member States (MSs) are Djibouti, Eritrea, Ethiopia, Kenya, Somalia, South Sudan, Sudan, and Uganda. IGAD strives to be the premium REC for achieving peace and security, as well as sustainable development through promoting regional cooperation and integration, and enhancing Member States' (Mss') capacities.

IGAD's Peace and Security architecture promotes a comprehensive approach in alignment with the African Union (AU) Peace and Security Architecture (APSA). IGAD's 2016-2020 Peace and Security Strategy has identified transnational security threats (TSTs) in line with other thematic areas. IGAD, therefore, established its Security Sector Program (IGAD SSP) to implement the strategic priorities on TSTs as outlined in Pillar 3 of the strategy.

IGAD SSP is a comprehensive regional program that covers prevention and countering of TSTs including terrorism, transnational organized crime (TOC) and maritime insecurity. IGAD SSP has also the responsibility of providing capacity building for the security sector institutions of MSs. The overall objective of IGAD SSP is to promote and strengthen regional and national capacities to better predict, prevent, disrupt and counter TSTs and thereby contribute to regional peace and stability, and foster an enabling environment for regional integration and development of the sub-region.

1.3 Current situation in the sector

The security landscape of the IGAD region is faced with variety of Emerging, Evolving and Existing (EEE) security threats (TSTs) ranging from terrorism, forms of transnational organized crimes to maritime piracy among others. IGAD's Peace and Security architecture has also evolved particularly after the 2010 strategy, which promoted regional cooperation/coordination. Nevertheless, the variety of TSTs are evolving even faster and emerging in complex manner. Countering such threats requires a common regional framework and effective security cooperation and coordination between states that facilitate criminal information and intelligence sharing; mutual legal assistance and extradition; joint operations capable of investigating, prosecuting and convicting complex transnational cases. However, regional cooperation in the IGAD region remains weak and when exists it remains ad-hoc with few cases of bilateral arrangements.

The following timeline provides the major efforts of IGAD towards having an institutionalized regional cooperation and coordination platform:

- In 2009, IGAD realized the need for regional cooperation mechanism on criminal matters and adopted two conventions – 1) Convention on Mutual Legal Assistance on Criminal Matters and 2) Convention on Extradition. However, the conventions are ratified only by Djibouti and Ethiopia. Regrettably, IGAD cannot operationalize these very important and timely instruments unless there is at least one more member state who ratifies and domesticates these conventions. As stated above, transnational security challenges remain to pose significant threats to the peace, stability and economic development in the region.

- In 2013, IGAD convened a regional forum of experts on the challenges of transnational criminal threats where participants suggested IGAD SSP to review existing mechanisms of cooperation, their gaps and outline recommendations.
- In 2014, IGAD SSP, established a regional Task Force (TF) composed of senior security officials from all Member States (MSs) guided by a lead consultant. The TF was established and commissioned in line with the decision of the Khartoum forum of experts on December 2013. The TF was mandated with a fact-finding mission to assess the need and viability to establish regional cooperation and coordination platform (hereafter referred as platform or mechanism) to effectively address TSTs. The TF visited MSs and had consultations with relevant authorities and produced a report. The report was validated on 28-30 October 2014 in Entebbe, Uganda by technical experts from member states including legislators, senior judiciary and law enforcement officials and national experts. The TF unanimously agreed on the need and viability of a regional platform, as soon as possible, mandated with promoting regional cooperation and coordination among MSs including criminal information and intelligence sharing among others in combating TSTs.
- In 2018, IGAD SSP convened regional consultative forum that aimed at promoting and consolidating regional cooperation towards effective prevention and countering of transnational security threats. In this consultative forum, MS representatives issued a statement on the clear need for institutionalized regional cooperation and coordination platform/mechanism, among them, drafting regional protocol. In this forum, IGAD had the opportunity to learn from ECOWAS's initiative of West Africa Police Information System (WAPIS) that is being implemented by more than ten countries. WAPIS is established by ECOWAS protocol.
- In 2018, IGAD SSP conducted an assessment to review Member States Criminal Information Systems (CIS) and infrastructure in view of Establishing Standardized Regional System. The review has been done in its quest to establish a regional cooperation mechanism for sharing of criminal information systems in all IGAD Member States.¹
- In 2019, IGAD SSP assessed the National Resources/Assets and Good Practices (NRAGP); and Ratification and Domestication of Regional and International Normative Frameworks in IGAD Member States against Transnational Security Threats (TSTs). The overall objectives of the assessment was to strengthen regional cooperation and coordination in the IGAD region through (1) constructing a comprehensive mapping and analysis of the national resources/assets, capabilities, and good practices against TSTs, which can be shared and utilized by IGAD Member States; and (2) establishing an inventory of the extent to which the respective IGAD Member States have signed, ratified and domesticated the regional conventions and normative frameworks on TSTs and thereby have harmonized instruments.²
- In 2020, IGAD SSP conducted a comprehensive vulnerability assessment on the Transnational Security Threats whereby the need for regional cooperation and coordination was highlighted as a recommendation to address the various threats.

In culmination of the above relatively longer time efforts, and further engagement with MS in terms of enhancing the capacities of relevant institutions, IGAD has planned to develop regional protocol on establishing regional cooperation and coordination mechanism. The protocol is expected to support implementation of international and regional instruments, the two IGAD conventions, and cross border law

¹ *Review of IGAD Member States (Djibouti, Ethiopia, Kenya, Somalia, South Sudan, the Sudan and Uganda) Criminal Information Systems (CIS) in view of establishing Standardized regional system, IGAD SSP December 2018, Addis Ababa, Ethiopia*

² *"Assessing National Resources/Assets and Good Practices (NRAGP); and Ratification and Domestication of Regional and International Normative Frameworks in IGAD Member States against Transnational Security Threats (TSTs)", 5 December 2019, IGAD SSP, Addis Ababa, Ethiopia.*

enforcement and criminal justice cooperation. The protocol is expected to play a role in the process of regional integration towards regional security community.

1.4 Related programmes and other donor activities

IGAD has entered an agreement with the Austrian Development Agency (ADA) to implement the European Union Trust Fund (EUTF) funded action titled “IGAD Promoting Peace and Stability in the Horn of Africa Region (IPPSHAR)”. ADA is the operational unit of the Austrian Development Cooperation (ADC). It is in charge of implementing all bilateral programmes and projects in ADC's partner countries and administers the budget earmarked for the IPPSHAR. ADA has been delegated to implement the IPPSHAR project by the European Union.

The overall objective of the action is to contribute to achieving peace, security and stability for the attainment of economic integration and development of the IGAD region. This implies looking at peace and security from a human security perspective, recognizing the nexus between security and development.

In the fight against TSTs, IGAD SSP closely works with various international and regional organizations including different UN agencies such as the United Nations Counter Terrorism Executive Directorate (UNCTED), United Nations Office on Drugs (UNODC); Global Counterterrorism Forum (GCTF), Organization for the Prohibition of Chemical Weapons (OPCW), the UN 1540 Committee, INTERPOL and with the African Union various bodies such as ENACT (the Africa Union initiative on counter transnational organized crime), AU Peace and Security Department, AFRIPOL, Committee of Intelligence & Security Service of Africa (CISSA), ASCRT (African Centre for the Study and Research of Terrorism) and the Regional Centre on Small Arms in the Great Lakes Region, Horn of Africa and Neighbouring States (RECSA) among others.

IGAD SSP also has working relations with other EUTF initiatives including the Better Migration Management Programme, AML-THB in the Greater Horn of Africa Project, Research and Evidence Facility (REF), the Regional Operational Centre in support of the Khartoum Process and AU-Horn of Africa Initiative (ROCK); and the Denmark funded project “Strengthening Ethiopia’s capacity to counter money laundering and illicit financial flows”, and other bilateral initiatives being implemented in the region.

On shared and similar areas within the IGAD system, IGAD SSP coordinates its efforts with other IGAD units and organs such as the Conflict Early Warning and Response Mechanism (CEWARN), IGAD’s Centre of Excellence on Preventing and Countering Violent Extremism (ICEPCVE), IGAD Migration Program and other units.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the protocol is to reduce and contain criminal threats and impacts through institutionalized regional cooperation and coordination platform/mechanisms against transnational security/criminal threats³.

2.2 Purpose

³ For the purpose of this work, IGAD defines TST (adapting the UN Palermo Convention on transnational organised crime, 2000, art 2 and 3/2) as “any serious criminal act that”:

- a) Threatens peace and security in more than one State;
- b) Threatens peace and security in one State, but a substantial part of its preparation, planning, direction, control or financing takes place in another State;
- c) Threatens peace and security in one State but involves an organized group that engages in activities across borders, or is present in more than one State;
- d) Threatens peace and security in one State but has substantial effects in another State;
- e) Exploits shared vulnerabilities with respect to infrastructure, assets, resources and services.”

The purpose of the assignment is to develop a validated regional draft protocol establishing IGAD regional cooperation and coordination mechanism against TSTs that facilitate effective criminal intelligence and information sharing; regional criminal analysis and mapping; joint planning and operations; assets/resources and expertise sharing; capacity building; mutual legal assistance; harmonization of policies and legislations and standardization of systems in preventing and countering serious and organized transnational security threats/crimes. The draft protocol is expected to be developed in line with IGAD's legal and policy frameworks and international and regional best practices in a collaborative and consultative manner.

2.3 Results to be achieved by the contractor

Expected deliverables of the assignment include the following:

a. Brief Inception Report:

The report should outline conceptual understanding of the purpose and description of the assignment, details on methods of drafting including review of best practices and consultation forms, detail action plan including travels (if any), clear milestones (dates and results) and tentative outline of the draft protocol. However, this shall not limit the consultant to include other points. The inception report should be delivered to IGAD SSP within 2 weeks after the signing of the contract. IGAD should provide feedback or otherwise endorse the report in 1 week after the submission of the draft report.

b. Regular progress reports/updates:

Brief update/reports submitted in electronic form to the specified contacts and at intervals agreed upon at the inception report that describes accomplished tasks in line with the agreed work plan and addresses the challenges, constraints/limitations and solutions made or suggested to mitigate the challenges. These reports should not exceed a maximum of two pages.

c. First Draft Protocol:

A draft protocol presented in soft copy to IGAD SSP according to agreed outline and action plan for review by IGAD experts. The first draft shall be submitted the latest on the first working day of the 8th week after the entry into contract for review by IGAD SSP. It will review and provide detail feedback within 1.5 weeks after the receipt of the draft protocol.

d. Second draft Protocol:

A revised second draft protocol reflecting the feedback provided by IGAD SSP experts and the consultants' observations to be submitted for further review (if the feedback given on the first draft are not addressed) or for validation by a panel of representatives/experts of IGAD Member states, IGAD experts and other invited professional. The second draft protocol shall be submitted within 1.5 weeks after the feedback is provided by IGAD SSP reflecting on the comments provided. IGAD SSP may give further comments. Draft protocols may need to be reviewed repeatedly to the satisfaction of IGAD SSP as per the terms and conditions of the service contract.

e. Presentations:

Brief and summarized presentations focusing on the methods used, consultations made, best practices referred and contents of the protocol (with options, when exist) prepared for a validation workshop/panel. The review of the second draft protocol should be finalised with 4 weeks including review by MSs and the validation workshop to which IGAD SSP will be responsible. The validation workshop/panel may accept or refer the draft for further review by the consultant with objective comments and feedback.

f. Validation Workshop report:

A workshop report presented in soft copy to the contacts specified, compiled in collaboration with IGAD SSP, which consists of the minutes of discussions, comments, feedbacks and points to be addressed in the final report.

g. Final Draft Protocol:

The final draft protocol addresses all feedback provided during the validation workshop and other technical editing given by IGAD in an agreed format. The consultant shall resubmit the revised final draft protocol the latest in 2 weeks after the conclusion of the validation workshop.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

This Terms of Reference assumes that IGAD MSs remain committed in supporting the drafting of the protocol and providing information and their needs as may be requested. In addition, it is assumed that all financial support will be sufficiently provided to meet the agreed upon project.

3.2 Risks

- COVID-19 pandemic restrictions/protocols that may hinder and challenge the contractor for travel and face-to-face communications to relevant stakeholders causing delays in delivering the results
- Possible insecurity factors in the region – this is unavoidable and in case of the prevalence of such risks data might be collected via virtual means, tele-interviews etc supported by desktop research to the extent possible;

In these cases, all necessary alternative means should be taken to avert the risk of information gathering as well as getting the required data for the Protocol.

4. SCOPE OF THE WORK

4.1 General

4.1.1 Description of the assignment

The protocol is an IGAD wide and will cover cross-border and regional cooperation and coordination mechanisms on the areas of Existing, Evolving and Emerging (EEE) serious and organized transnational criminal (security) threats including but not limited to:

- Various forms of organized cross-border crimes including:
 - Trafficking of persons (TIP) and smuggling of migrants (SOM)
 - Proliferation, trafficking, smuggling & illicit trade in small arms & light weapons (SALW)
 - Manufacturing, trafficking, smuggling and illicit trade and use of chemical, biological, radiological and nuclear weapons (CBRN) and their precursors
 - Drug and psychotropic substances trafficking
 - Child sexual exploitation
 - Money laundering and terrorism financing
 - Maritime piracy and other serious and organized sea-born crimes
 - Illicit cross-border financial flows
 - Cybercrime
 - Serious and organised frauds, forgery and tax related crime
 - Intellectual property rights related and counterfeit crimes
 - Environmental crime (animal poaching, trafficking of endangered species and their parts, dumping toxic wastes)

- Smuggling of goods (timber, precious stones, charcoal, currency and other significant goods) across national borders
- Armed/organized cattle rustling
- Serious and organised armed robbery, kidnapping, hostage taking and thefts
- Organised extortion, and
- Other cross-border organized criminal activities.
- Violent extremism and radicalization that lead to Terrorism
- Other emerging criminal/security threats

4.1.2 Geographical area to be covered

All IGAD active Member States.

4.1.3 Target groups

All relevant stakeholders that deal with the transnational security threats according to the national settings of IGAD Member States. The following key stakeholders or target groups may serve as sources of information, among others:

- Law enforcement agencies (such as police, intelligence, counterterrorism and other crime units);
 - Public prosecutions, judiciary and various ministries
 - Focal points in Member State institutions;
 - Legislative and oversight organs relevant to TSTs;
 - Training institutions of law enforcement agencies;
 - Border security and control agencies (customs, immigration, coastal guards, border guards);
 - Administrative and regulatory agencies:
 - Anti-money laundering and counter terrorism financing units,
 - Anti-human trafficking, smuggling of migrants, and child labour units/Task Forces;
 - IGAD units – IGAD SSP, CEWARN, ICEPCVE;
 - Regional and international organizations that deal with information/intelligence sharing systems such as AU, UN agencies, INTERPOL, etc
 - Other agencies/actors as may be relevant in respective MS.

4.2 Specific work

Specific work expected from the consultants includes the following:

- a) Preparation of inception report including:
 - Review of background information and reflection to the ToR;
 - Design appropriate method of drafting;
 - Develop action plan, and
 - Outline tentative content of the draft protocol

- b) Consulting regional and international good practices and similar protocols and draw lessons for IGAD SSP
- c) Undertake consultations with key experts in the field to shape the content of the draft protocol
- d) Drafting of first protocol including the following:
 - A complete draft consisting of preamble, definitions of terms, establishment, aims and objectives, area/scope of cooperation and coordination, mandate and functions, security and confidentiality of information (secured systems), structure/organisation, budgeting and resources, implementation modalities and central authorities, relationship with other organisations, other provisions (signature, ratification, accession), entry into effect, amendments, dispute resolutions and other relevant issues
 - Submit the draft protocols (as described in 2.3 above) as per the agreed forms and contents in the inception report and the ToR
 - Accommodate IGAD's feedback on first draft and prepare second draft assessment report to be shared with IGAD MS institutions for validation
- e) Validation of the second draft protocol in collaboration with IGAD SSP including the following tasks
 - Prepare a PowerPoint presentation on the methodologies, processes, conceptualisations, findings and recommendations of the assessment in a validation workshop to be organized by IGAD SSP;
 - Taking notes of the comments and feedbacks provided by MS representatives, IGAD SSP and other experts during the validation workshop;
 - Prepare a workshop report in collaboration with IGAD SSP which consists of the minutes of discussion, comments, feedbacks and points to be addressed in the revised report
- a) Prepare final draft protocol in line with the feedback from MSs, IGAD SSP and other relevant experts and submit it. This can be repeated until all the relevant comments and feedback are properly addressed.

4.3 Project management

4.3.1. Responsible body

The Head of Transnational Organised Crime Pillar, referred as Pillar Head, whose details of contact information is stated below, will act as daily counterpart of the Contractor, or who else is later delegated. The Contractor is bound to maintain regular communication with the Pillar Head and other IGAD SSP staff, as may be necessary, to inform about any relevant issue concerning the project, as well as sending all documentary outputs of the assignment. The Contractor shall abide by the instructions received from the Pillar Head.

Contact details for technical issues:

IGAD SSP's Program Officer for Counter Terrorism Capacity Building (CTCB) Mrs. Nejat Abdulrahman, Email: nejat.abdulrahman@igad.int Telephone number +251911695077 (Cell) or +251116672837/51 (Office), and Director of IGAD SSP Commander Abebe Muluneh abebe.muluneh@igad.int Telephone number +251911513603 (Cell) or +251116672837/51 (Office).

4.3.2. Management structure

The Pillar Head or whoever is designated later will be responsible to manage the assignment including the overall supervision, interaction and support to the consultant, as well as facilitation with the IGAD Member

States from start up to completion of the project. The Pillar Head will report the status of the project and provide regular updates to the Director of IGAD SSP, who will provide the final approval.

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

The contractor shall ensure that consultant(s) is adequately supported and equipped.

5. LOGISTICS AND TIMING

5.1. Location

The assignment will be carried out in all IGAD active MSs and at IGAD SSP located in Addis Ababa, Ethiopia with travel to the capitals of the countries and other important locations, as may be necessary. Periods for home-based work and the timing thereof shall be included in the action and time plan of the assignment in the inception report. Changes need to be agreed with IGAD SSP.

5.2. Start date & period of implementation of tasks

The work is at regional level that covers IGAD Member States but it may not need travel to all countries. IGAD can facilitate contacts through introductory and support letters to the successful consultant, however all costs of logistics should be met by the consultant that is to be included in the financial offer. The overall contract period is estimated to be **17 weeks** including inception, drafting, review and reflections (for each product), validation workshop and final submission as detailed below.

- *Inception report: – 3.5 weeks*
 - Drafting – 2 weeks
 - Review of inception report by IGAD SSP – 1 week
 - Reflection and resubmission of final report – 0.5 week
- *Drafting the protocol – 7 Weeks*
 - First drafting – 4 weeks
 - Review of first draft by IGAD – 1.5 weeks
 - Reflections and submission of second draft – 1.5 weeks
- *Revision and validation of the second draft – 4 Weeks*
 - Review by MS in preparation for validation – 3.5 weeks
 - Validation workshop – 0.5 weeks
- *Reflection to comments and feedback and submission of final draft protocol – 2 weeks*

Note that the 17 weeks is a contract period **NOT** actual workman weeks and therefore costing should be on workman time. Overall schedule of submissions of deliverables is indicated in 2.3 above to which consultants will reflect and provide detail schedule in the inception report. Bidder(s) are also required to provide tentative action plan in their technical proposal.

In case of changes in the overall project implementation the Pillar Head may request changes to the work plan in line with project needs. This will not however affect the total number of work days for the assignment.

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

This assignment can be done with one expert or a team of maximum three experts as a consortium or a firm. The following qualifications are for the key expert, who will be the team leader and the additional experts who will be part of the consortium or firm.

Key experts are defined and they must submit CVs and signed statements of exclusivity and availability. All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

Key expert 1: Team leader

Qualifications and skills

The Team Leader should have a minimum of MSC educational level or higher with BSC in international relations, peace and security, or similar field or LLM in law preferably in international law.

General professional experience

At least 10 years of experience in public diplomacy, teaching, researching and/or drafting or negotiating bilateral or multilateral conventions, protocols, agreements, memorandum of understanding, particularly in mutual legal assistance and on criminal matters. Out of the ten years, he/she should have at least 6 years of experience in diplomacy with legal, security and political context and existing frameworks within the IGAD Region. Practical experience in drafting, negotiating and moderating similar protocols, mechanism, or conventions would of a high value >

Specific professional experience

Practical knowledge and experience in applying various handbooks, methodologies and instruments in developing and crafting protocols and extensive knowledge of the political dynamics of the IGAD region is an advantage.

Key experts: (2 Professional Experts)

The key experts shall have a minimum of BSC or higher in international relations, criminology, policing, peace and security, or LL.M. in law or other related fields of studies with a proven track record of at least 8 years of experience respectively in security threats assessment/analysis, criminal justice, intelligence and risks assessment, training and research in crime related areas as well as development of protocols or similar instruments. Out of the 8 years of experience, key experts are required to have a minimum of 5 years of experience in the IGAD region.

Changes of the proposed key personnel (team leader and key experts) shall only be made on IGAD SSP's demand or subject to its prior consent. Approval will be subject to verification that the new expert is "equivalent" to the member who is being replaced and that there is a valid cause for the change (illness, cases of force majeure, etc.). Unauthorized changes of key personnel shall be considered as breach of contract and will result in a commensurate penalty including but not limited to reduction of the agreed payment. Each expert shall undersign a declaration of availability and must be submitted with the offer.

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

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. Once selected the contractor should submit their profile for approval by IGAD SSP.

Consultants can apply in a consortium or as a firm covering the whole region. For firms or consortiums excellent knowledge of English and French (for Djibouti only) languages is a requirement and proficiency in national languages is an added value. Female consultant(s) are highly encouraged to apply. Consultants should be willing to travel in the IGAD region.

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

6.2. Office accommodation

IGAD SSP will not provide office accommodation. However, when the consultants are doing the data gathering in Addis Ababa, IGAD SSP will provide office space for the contractor to use.

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.

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.

7. REPORTS

7.1. Reporting requirements

The contractor will submit the following reports:

- *An inception report* with detailed work plan, methodology, tentative outline of the draft protocol, assumptions challenges/risks and their remedies, and expected support from the contracting authority with a maximum of 12 pages. It shall be submitted to the Pillar Head for approval within two weeks of entry into force of the contract.
- *Regular progress reports/updates*: Brief update/reports submitted in electronic form to the specified contacts and at intervals agreed upon at the inception report that describe accomplished tasks in line with the agreed work plan and addresses the challenges, constraints/limitations and solutions made or suggested to mitigate the challenges. These reports should not exceed a maximum of two pages.
- *First and second draft protocols*: Both first and second draft versions shall comply with basic international standards and practices including that of IGAD. The draft protocol shall be of sufficient detail and shall be presented 12 font size, 1.5-line space. The first and second drafts shall be submitted to the IGAD SSP in soft copy but note that a hard copy may be requested as deemed necessary.
- *Final draft protocol*: should address the comments and feedback given in the validation workshop and shall be submitted to IGAD SSP within 2 weeks after the conclusion of the validation workshop. IGAD SSP and ADA may provide comments for further improvement.

All versions of the draft protocol, inception report and the validation workshop report or any other documentation to be produced as part of this assignment shall be submitted in hard and soft copies in English language. The consultant shall be responsible for translating the second and final draft protocols to French language. All reports and documents produced as a result of the work will remain the property of IGAD SSP unless and otherwise reproduced from other owners.

7.2. Submission and approval of reports

The draft protocols and reports referred to above must be submitted to the Pillar Head identified in the contract details above. The Pillar Head is responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The progressive indicators for the Protocol will monitor how well the drafting is implemented, if it is meeting the intended objective and if it is of an acceptable standard and quality.

Accordingly, the Protocol will be measured by the following indicators:

- Number of targeted and focused engagements, data gathered and the quality of responses;
- Avoiding or overcoming risks anticipated.
- Proportion of the targeted stakeholders in MSs;
- Proportion of regional and international partners;
- Number of key national institutions involved;
- Number of interviews of the key experts/stakeholders;
- The completion of planned & related activities with MSs' stakeholders;
- Accomplishment of the validation workshop;
- Qualitative and combined feedback from the validation workshop;
- Adherence to the time line as per the ToR; and
- Quality and content of the regular agreed reports.

8.2. Special requirements

8.2.1 Methodology/Strategic Issues to be considered:

8.2.1.1. Data Collection

The assessment should be supported by both primary and secondary data to be collected by qualitative/quantitative (as may be relevant) data collection tools and methods. The assessment is expected to be enriched from primary sources of information from field visits in all MSs applying relevant methods through interviewing government officials and other relevant entities engaged in preventing and countering transnational security threats. Secondary sources including but not limited to the review of relevant literature, legal texts, reports and policy documents; and analysis of available statistical data of relevant documentation and evidence, as well as observe some ongoing efforts in countering TSTs. The Consultants are required to employ appropriate methods and tools of data collection and sources of information, which shall be outlined in the inception report and approved by IGAD SSP and ADA. Furthermore, the consultants have to follow flexible and adaptive approaches of implementation that cope up with travel restrictions that related with the COVID-19 pandemic.

8.2.1.2. Publication

The Contractor agrees that the protocol will be made public as required by the General Conditions of IGAD and its Member States, which include: title and type of the contract name, address and nationality of the contractor, and amount of the contract.

8.2.1.3. Outline of the Inception Report

The contractor is required to follow suggested outline of the Inception Report which should contain no more than 7 pages as follows.

Table of Contents

Abbreviations

1. Purpose and description of the assignment

1.1 Background and objective of the assignment

1.2 Specific objective(s) of the assignment

1.3 Scope of the assignment the consultant is covering

2. Plan of Action

2.1. Methodologies

2.1.1 Description of Methodology and strategy, matrix of information required and source, outline of planned activities for assignment, including field trips, interviews, discussions, surveys, reporting etc.

2.1.2 Means/ strategy to access to information sources.

2.1.3 Potential limitations/challenges and possible remedies mitigations

3. Company profile, detail CVs, roles, and responsibilities of each expert to be deployed in the assignment.

4. Implementation and Coordination arrangements for the assignment

5. Final protocol with tentative outline.

8.2.1.4. Background Documents:

The following documents will serve as indicative sources that consultants can use as background sources in preparing technical proposal and inception report for successful contractor/s. However, consultants may not limit themselves to the listed background documents below.

- Description of the Action for IPPSHAR Project
- IGAD Regional strategy (2016-2020)
- IGAD SSP Project document
- IGAD SSP/Sahan (2014) Report of the *IGAD Security Sector Program (ISSP) Task Force on Establishment of a Regional Centre for Cooperation and Coordination on Existing, Evolving and Emerging Transnational Security Threats*, Addis Ababa, Ethiopia
- IGAD Peace and Security Strategy (2016-2020)
- IGAD SSP (2009) Inter-Governmental Authority on Development (IGAD) Convention on Mutual Legal assistance in Criminal Matters.

<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwjopcqNkdjwAhVNTsAKHeGUATwQFjAAegQIAxAD&url=https%3A%2F%2Figadssp.org%2Findex.php%2Fdocumentation%2F2-igad-convention-on-mutual-legal-assistance-in-criminal-matters%2Ffile&usg=AOvVaw2n1VohPz3Hh7Tl6zChCnRb>

- IGAD SSP (2009) Inter – Governmental Authority on Development (IGAD) Convention on Extradition

<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwihn4iIktjwAhVLXMAKHQrKDK0QFjAAegQIAxAD&url=https%3A%2F%2Ffigadssp.org%2Findex.php%2Fdocumentation%2F1-igad-convention-on-extradition%2Ffile&usg=AOvVaw1KorK4PooQZIDcOoqTDjIQ>

- IGAD SSP (2018) Review of IGAD Member States (Djibouti, Ethiopia, Kenya, Somalia, South Sudan, the Sudan and Uganda) Criminal Information Systems (CIS) in view of establishing Standardized regional system, Addis Ababa, Ethiopia
- IGAD SSP (2019) *Assessing National Resources/Assets and Good Practices (NRAGP); and Ratification and Domestication of Regional and International Normative Frameworks in IGAD Member States*, Addis Ababa, Ethiopia
- IGAD SSP (2021) Comprehensive Assessment of Vulnerabilities and Transnational Security Threats in the IGAD Region, Addis Ababa, Ethiopia
- IGAD Security Sector Program and Shan Research (2016) Al Shabab as a transnational Security Threats. Addis Ababa: IGAD Security Sector Program
- IGAD Security Sector Program and Shan Research (2017) Transnational Terrorist Threats in the IGAD Region. Addis Ababa: IGAD Security Sector Program
- IGAD Security Sector Program and Centre on Global Counterterrorism Cooperation (CGCC) (2012) *Fighting Terror Through Justice: Implementing the IGAD Framework for Legal Cooperation Against Terrorism*. New York: CGCC.
- IGAD (2002) Protocol on the Establishment of Conflict Early Warning and Response Mechanism (CEWARN) for IGAD Member States.

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwiy57TLktjwAhUP08AKHVUOA_wQFjACegQIAxAD&url=http%3A%2F%2Fwww3.nd.edu%2F~ggoertz%2Frei%2Frei900%2Frei900.02tt1.pdf&usg=AOvVaw3CmlcDZV9XsEQbjfXFEmvy

- West African Police Information System Programme.

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwjhtoekNjwAhUJZMAKHfECDloQFjAAegQIBBAD&url=https%3A%2F%2Fwww.interpol.int%2Fcontent%2Fdownload%2F12480%2Ffile%2FWAPIS_BROCHURE_EN_002_LR.pdf&usg=AOvVaw0yWr1uCYy_HozbiOhg3QTo

ANNEX B 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

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 with a clear indication of the tasks that will be entrusted to subcontractors and a statement by the tenderer guaranteeing the eligibility of subcontractors.

4. involvement of all members of the consortium

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.

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 B 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

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

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

ANNEX B V: BUDGET

1. The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, daily subsistence, air tickets, local transportation, services and equipment, printing of documents, surveys etc as may be applicable.
2. The costs should be broken done to be clearly understood by the Contracting Authority.
3. The financial proposal shall be in **EUROS** and be prepared using the format provided in this part

BREAKDOWN OF REMUNERATION

Names	Position	Input (staff months, or days as appropriate)	Remuneration rate	Total amount

RELATED COSTS

No	Description	Unit	Quantity	Unit price	Total amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Subsistence allowance	Days			
4.	Etc				

MISCELLANEOUS EXPENSES

No	Description	Unit	Quantity	Unit price	Total amount
1.	Communication cost; telephone etc				
2.	Drafting, reproduction of reports				
3.	Workshop presentations				
4.	Etc				

ANNEX B IV: FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②
IBAN/ACCOUNT NUMBER ③
CURRENCY
BIC/SWIFT CODE BRANCH CODE ④
BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY POSTCODE
COUNTRY

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER
STREET & NUMBER

TOWN/CITY POSTCODE
COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

ANNEX B V: LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	<input type="text"/> <input type="text"/> <input type="text"/>		
BUSINESS NAME (if different)	<input type="text"/> <input type="text"/>		
ABBREVIATION	<input type="text"/>		
LEGAL FORM	<input type="text"/>		
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT NGO ② YES NO		
MAIN REGISTRATION NUMBER ③	<input type="text"/>		
SECONDARY REGISTRATION NUMBER (if applicable)	<input type="text"/>		
PLACE OF MAIN REGISTRATION	CITY	<input type="text"/>	
	COUNTRY	<input type="text"/>	
DATE OF MAIN REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	DD	MM	YYYY
VAT NUMBER	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/> <input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
		CITY	<input type="text"/>
COUNTRY	<input type="text"/>	PHONE	<input type="text"/>
E-MAIL	<input type="text"/>		

DATE

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE

THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY DOCUMENT

ANNEX B VI: LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

NATURAL PERSON

I. PERSONAL DATA

FAMILY NAME(S) ①

FIRST NAME(S) ①

DATE OF BIRTH
DD MM YYYY

PLACE OF BIRTH (CITY, VILLAGE) COUNTRY OF BIRTH

TYPE OF IDENTITY DOCUMENT

IDENTITY CARD

PASSPORT

DRIVING LICENCE ②

OTHER ③

ISSUING COUNTRY

IDENTITY DOCUMENT NUMBER

PERSONAL IDENTIFICATION NUMBER ④

PERMANENT PRIVATE ADDRESS

POSTCODE P.O. BOX CITY

REGION ⑤ COUNTRY

PRIVATE PHONE

PRIVATE E-MAIL

II. BUSINESS DATA

If YES, please provide business data and attach copies of official supporting documents

Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?

YES NO

BUSINESS NAME

(if applicable)

VAT NUMBER

REGISTRATION NUMBER

PLACE OF REGISTRATION: CITY

COUNTRY

DATE

SIGNATURE

ANNEX C I: LIST OF FIRMS INVITED TO SUBMIT TENDER

1. Ambassador Hiruy Amanuel - Email: hiruy@hotmail.com
2. General Mohamed Jamal Eldeen - Email: ula19900@gmail.com
3. Mr. Browne Nathan - Email: browne@lawyersofthenile.com;
browne@browneandbrowneadvocates.com; browne@iprec.org
4. The tender for Consultancy to Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism Against Transnational Security Threats (TSTs) have been advertised in the IGAD and the Austrian Development Agency websites: [IGAD - Tenders](#) & www.entwicklung.at

ANNEX C II: ADMINISTRATIVE COMPLIANCE GRID

Contract title:	Consultancy to Develop IGAD Protocol on the Establishment of Regional Cooperation and Coordination Mechanism Against Transnational Security Threats (TSTs)	Reference:	IPPSHAR-6545-01/2017- 2.1.2.2 A-01/2020
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Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties including subcontractors if known)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) ⁴	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Organisation & methodology exists?	Key experts (list + CVs) (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?	Overall decision? (Accept / Reject)
1																
2																
3																
4																

Chairperson's name	
Chairperson's signature	
Date	

⁴ Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied.

ANNEX CIII: EVALUATION GRID

To be completed for each tender by each evaluator

	Up to	Maximum
Organization and methodology		
Rationale		15
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.	12	
An explanation of the risks and assumptions affecting the execution of the contract.	3	
Strategy		60
An outline of the approach proposed for contract implementation including methods, mapping sources of information and how to access them	15	
A list of the proposed tasks you consider necessary to achieve the contract objectives.	5	
Inputs and outputs: - Qualifications and competence of the key staff for the assignment including regional experiences in the areas of the assessment – terrorism and forms of organized crime – research, assessment, analysis, mapping, investigation etc	40	
Back-up function		10
A description of the support facilities (back-stopping) that the contractor will provide to the team of experts during execution of the contract.	5	
Quality assurance of outputs and experts' management and capacity and experience in accessing to information in the region including having interlocutors -	5	
Involvement of all members of the consortium		5
Timetable of activities		10
Total score for organization and methodology		100

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

ANNEX D:

TENDER SUBMISSION FORM AND DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

Ref: < as per letter of invitation to tender >

<Contract title>

Please supply one signed tender (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 economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing wherever possible. **All data included in this application must concern only the legal entity or entities making the tender.**

Any additional documentation (brochures, letters etc.) sent with your tender will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping set up informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

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. 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 works or services for which these capacities are required. If they do, they must prove to the contracting authority that they have the resources needed to perform the contract, for example by producing a commitment from those entities to place resources at their disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and nationality as the economic operator, as well as the relevant selection criteria.

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

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

2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ based on your annual closed accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any other clarification or explanation which is judged necessary may also be provided. If the tenderer is a public body, please provide equivalent information.

Financial data	2 years before last year⁵ <specify> EUR	Year before last year⁵ <specify> EUR	Last year⁵ <specify> EUR	Average⁶ EUR	[Past-year EUR]**	[Current year EUR]**
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
Current ratio (current assets/current liabilities)						

4 STAFF

Please provide the following statistics on staff for the current year and the two previous years¹⁰.

Annual Manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ¹²								
Other staff ¹³								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

5 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this tender. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc.
Relevant specialisation 1				
Relevant specialisation 2				
Etc. ¹¹				

6 EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past 3 years¹² by the legal entity or entities making this tender. The number of references to be provided must not exceed 15 for the entire tender.

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall contract value (EUR) ¹³	Proportion carried out by legal entity (%) ¹⁸	No of staff provided	Name of client	Origin of funding	Dates (start/end) ¹⁴	Name of consortium members, if any
...
Detailed description of project						Type and scope of services provided ¹⁵		
...						...		

7 DECLARATIONS

As part of their tender, each legal entity identified under point 1 of this tender, including every consortium member, must submit a signed declaration using the attached format. The declaration may be in original or in copy. If copies are submitted, the originals must be sent to the contracting authority upon request.

Moreover, each legal entity identified under point 1 of this application, including every consortium member, and each capacity-providing entity (if any) must submit a signed declaration of honour on exclusion and selection criteria (form A14 available at the following link: <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>).

8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for a consortium, 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 declarations (for a consortium, two from each 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 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 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.

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

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

We 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 has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the contracting authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

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

Signed on behalf of the tenderer

Name	
Signature	
Date	

**FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7
OF THE TENDER SUBMISSION FORM
To be submitted on the headed notepaper of the legal entity concerned**

<Date>

<Name and address of the contracting authority — see points 8 of the instructions to tenderers >

Your ref: < reference >

TENDERER'S DECLARATION

Dear Sir/Madam

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

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

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

DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

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

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:	Full official name:

('the person')	Official legal form: Statutory registration number: Full official address: VAT registration number: ('the person')
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The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority⁵, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

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

Date of the declaration	Full reference to previous procedure

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>

⁵ The same institution or agency.

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law.	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business	<input type="checkbox"/>	<input type="checkbox"/>
(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations under points (c) to (h) the person is subject to:	<input type="checkbox"/>	<input type="checkbox"/>
i. facts established in the context of audits or investigations carried out by the	<input type="checkbox"/>	<input type="checkbox"/>

<p>European Public Prosecutor’s Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</p> <p>iii. facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks;</p> <p>iv. information transmitted by Member States implementing Union Funds;</p> <p>v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
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II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS.

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

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

V – REMEDIAL MEASURES

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

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority, the person must provide information on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

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

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the

country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority⁶. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

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

VII – SELECTION CRITERIA

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

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

[VIII] [IX] – EVIDENCE FOR SELECTION

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

⁶ The same institution or agency.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority⁷. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

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

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

Full name

Date

Signature

* Delete/add as applicable

⁷ The same institution or agency.

If this declaration is completed by a consortium member:

The following table contains our financial data as included in the consortium's application form. These data are based on our annual closed accounts and our latest projections. Estimated figures (i.e. those not included in annual closed accounts) are given in the columns marked with **. Figures in all columns are calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last⁵ <specify> EUR	Year before last year⁵ <specify> EUR	Last year⁵ <specify> EUR	Average⁶ EUR	[Past year EUR]**	[Current year EUR]**
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

The following table contains statistics on our staff, as included in the consortium's tender form:

Average manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹
Permanent staff ¹²								
Other staff ¹³								

Yours faithfully,

<Signature of authorised representative>

<Name and position of authorised representative>

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹⁶

PUBLICATION REF: _____

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

From	To	Availability
< 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 engagement¹⁷ as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

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

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

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

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

Tender reference	Submission deadline for the tender	Tendered engagement
< 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.]

Name	
Signature	
Date	

¹ Country in which the legal entity is registered.

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

³ Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.

⁴ If this application is submitted by a consortium, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this application form. Consolidated data are not requested for financial ratios.

⁵ Last year = last accounting year for which the entity's accounts have been closed.

⁶ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁷ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁸ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

⁹ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

¹⁰ If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this application form.

¹¹ Add / delete additional lines and/or rows as appropriate. If this application is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

¹² For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

¹³ The effect of inflation will not be taken into account.

¹⁴ If the reference contract is only partially completed, please quote the percentage and value which has been completed.

¹⁵ When supporting documents are to be issued by contracting authorities after the date of publication of PRAG 2014, please also indicate the function of key experts provided, whether belonging or not to permanent staff, and the number of months each of them worked on the project.

¹⁶ To be completed by all key experts.

¹⁷ 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 which

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.

¹⁸ Only the proportion carried out by the legal entity may be used as reference.