EAST AFRICAN COMMUNITY
LAKE VICTORIA BASIN COMMISSION SECRETARIAT

REQUEST FOR PROPOSAL

FOR

INDIVIDUAL CONSULTANCY SERVICES TO DEVELOP THE
LAKE VICTORIA BASIN COMMISSION RESOURCE
MOBILIZATION STRATEGY

TENDER NO. LVBC/SVCS/14-15/0003

MARCH 2015
The Lake Victoria Basin Commission (LVBC) is a specialized Institution of the East African Community (EAC) that is responsible for coordinating the sustainable development in the Lake Victoria Basin. The establishment of the Commission is provided for under Article 114 of the Treaty establishing the East African Community (1999) and under Article 33 of the Protocol for Sustainable Development of Lake Victoria Basin (2003).

Currently the Commission’s projects and programmes are skewed towards sustainable environmental management. While this approach is important to the Basin due to its vast environmental natural resource base, an economic approach needs to be introduced if the aspiration of an economic growth zone set out in the first EAC Development Strategy (1997 – 2000) is to be realized. In view of this, the Lake Victoria Basin Commission requires a resources mobilization strategy that would provide various options and strategies to enhance its capacity to sustainably raise sufficient funds to implement its environmental as well as socio-economic projects and programs in the Lake Victoria Basin.

The Lake Victoria Basin Commission therefore invites suitably qualified Individual Consultants to submit sealed proposals (Detailed CV and Financial proposal) for the consultancy services to develop the LVBC Resource Mobilization Strategy.

1. The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

2. Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:

   a) they are not being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of EAC Partner States;

   b) they have not been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);

   c) they have not been declared guilty of grave professional misconduct proven by any means which LVBC Secretariat can justify;

   d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;
e) they have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the LVBC’s financial interests; or

f) they are not being currently subject to a penalty resulting from an Administrative Review.

3. Your proposal must be presented as per Standard Forms attached as Annex 2 to this RFP in English language and be accompanied by copies of all the indicated supporting documents. The Technical and Financial Proposal must be sealed in two separate envelopes and enclosed in one outer envelope and clearly marked as below.

4. The deadline for submission of your proposal is Wednesday, 8th April, 2015 at 11.00 am EA time.

LVBC is not bound to accept the lowest or any bid and evaluation will be conducted in accordance with the EAC Procurement Policies & Procedures Manual and the Financial Rules and Regulations, the tender document, and the evaluation grid. The decision of the Committee on Contracts will be final.

You are required to submit the SEALED bids clearly marked “RFP FOR INDIVIDUAL CONSULTANCY SERVICES TO DEVELOP THE LAKE VICTORIA BASIN COMMISSION RESOURCE MOBILIZATION STRATEGY – LVBC/SVCS/14-15/0003” should be deposited to the Tender Box and addressed to:

The Secretary, Procurement Committee
East African Community
Lake Victoria Basin Commission,
Re-Insurance Plaza, Oginga Odinga Street
P. O. Box 1510 - 40100
Kisumu - KENYA

To reach not later than Wednesday, 8th April 2015, by 11.00am EA local time. Telegraphic, fax, e-mail submissions will not be accepted.

For more information or clarification, please contact us on +254 572023894/73, +254 57 2026344 or through e-mail: procurement@lvbcom.org or lvbc@lvbcom.org.
EVALUATION CRITERIA

Technical Evaluation

Your CV will be evaluated against the following criteria.

<table>
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<th>Criteria</th>
<th>Points</th>
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<tr>
<td>(i) Qualification</td>
<td>20</td>
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<td>(ii) Adequacy for the Assignment</td>
<td>50</td>
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<tr>
<td>Expert in Public Financial Management with minimum experience of 8 years in the field.</td>
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<td>Have experience in Resource Mobilization.</td>
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<td>(iii) Specific experience in resource mobilization for Lake / River Basin organisations in the Sub-Saharan region</td>
<td>30</td>
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<td>Total</td>
<td>100</td>
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The minimum Technical Score St required to pass is: 80 Points

Your proposal should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3.

(i) PRICES: The financial proposal shall be inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract and must not include any of the following taxes in Purchaser country: value added tax and social charges or/and income taxes on fees and benefits.

(ii) EVALUATION AND AWARD OF THE CONTRACT: Proposals determined to be formal and technical compliant to the requirement will be evaluated by comparison of their prices. A proposal is considered compliant to the requirements if: fulfils all the formal requirements, has received minimum 80 points at the technical evaluation, and the financial proposal does not exceed the maximum available budget for the contract. The award will be made to the applicant who obtained the highest technical score and submitted administrative and technical compliant Proposal.
(iii) VALIDITY OF THE EXPRESSION OF INTEREST: Your Proposal should be valid for a period of 90 working days from the date of deadline for submission.

The assignment is expected to commence in end of April 2015.

Additional request for information and clarifications can be request, no later than 5 working days prior to deadline indicated in the paragraph 5 above, from:

Secretary, Procurement Committee
East African Community
Lake Victoria Basin Commission,
P.O. Box 1510 - 40100, Kisumu, Kenya
Telephone: + 254 57 2023894
Facsimile number: + 254 57 2026324
email address: procurement@lvbcom.org

ANNEXES:

ANNEX 1: Terms of Reference
ANNEX 2: Proposal Forms
ANNEX 3: Standard Contract for Individual Consultants
ANNEX 1: Terms of Reference

TERMS OF REFERENCE FOR THE DEVELOPMENT OF THE LVBC RESOURCE MOBILIZATION STRATEGY

1. Introduction

1.1 The Lake Victoria Basin Commission

Lake Victoria Basin Commission (LVBC) is a specialized institution of the EAC that is responsible for coordinating the sustainable development agenda of the Lake Victoria Basin. The establishment of the Commission was provided for under Article 114 of the Treaty for Establishment of the East African Community (1999). The establishment of the Commission has, however, been sequential and basing itself on study outputs and step-wise building of the institution. First the Partner States, in the second EAC Development Strategy (1997-2000), designated the Lake Victoria and its basin as an economic growth zone to be exploited in a coordinated manner. In order to realize this, a study to determine the legal and institutional arrangements for managing the basin was commissioned by the EAC Secretariat. The output of the study culminated in the setting up of a Lake Victoria Development Programme Unit (LVDP) in 2001 at the EAC Secretariat in Arusha. The Unit using the legal study report spearheaded the negotiations of a protocol for cooperation among EAC Partner States. The Protocol for Sustainable Development of Lake Victoria Basin was concluded on November 29, 2003 and was ratified by the Partner States in December 2004. The Protocol provided for areas of cooperation as well as for the establishment of Lake Victoria Basin Commission as an apex institution of the EAC responsible for coordinating matters relating to management and sustainable development of the Lake Victoria Basin. Article 34 of the Protocol gives provisions for the Executive Secretary of the Commission to establish sustainable funding mechanisms for implementation of projects and programmes. In view of this, there is a need for the Commission to develop a Resource Mobilization Strategy that would define mechanisms upon which the Commission can mobilize resources for the implementation of its projects and programmes.

1.2 Mandate and jurisdiction of the Lake Victoria Basin Commission

The broad mandate of the Commission is provided for under Article 33(2) of the Protocol for Sustainable Development of Lake Victoria Basin namely to: promote equitable economic growth; promote measures aimed at eradicating poverty; promote sustainable utilization and management of natural resources; promote the protection of environment within the Lake Victoria Basin; and promote compliance on safety of navigation. The general scope of cooperation is detailed in Article 3 of the Protocol.
1.3 The Vision and Mission of Lake Victoria Basin Commission

The Vision of the Lake Victoria Basin Commission which was developed through a consultative process is to have: “A prosperous population living in a healthy and sustainably managed environment providing equitable opportunities and benefits”, while the Mission which is derived from Article 33 (3) of the Protocol is to promote, facilitate and coordinate activities of different actors towards sustainable development and poverty eradication of the Lake Victoria Basin.

2. The LVBC Financing and rationale for development of a Resource mobilization strategy

The Lake Victoria Basin Commission is currently funded through equal contribution by the EAC Partner States and through projects and programmes supported by Development Partners. Over the last half a decade, LVBC has witnessed rapid and continuous growth since its establishment which has necessitated an equal requirement in its budget to respond to the needs of the Basin. As indicated above and also as highlighted in Figure 1 below, the LVBC Secretariat’s Budget has two funding sources, namely the contributions from Partner States and funds from Development Partners. The graph also shows the Budget Evolution between the financial year 2005/2006 (when the Commission became Operational) and 2010/2011.

![Budget Evolution 2005/2006 - 2010/2011](image)

**Figure 1: The Commission’s budget evolution**
The above graph illustrates in a nutshell the level at which the Commission is gradually depending more and more on development partners for budget support. While this is encouraging in the short term, it is quite detrimental in the long term because the donor dependence might easily erode the gains in financial sustainability.
Several Projects and Programmes have been developed and implemented under the auspices of the Lake Victoria Basin Commission since its inception. The major Projects and Programmes that are currently being implemented include: (i) The Lake Victoria Environmental Management Project (LVEMP II); (ii) the Population Health and Environment (iii) the Lake Victoria Water and Sanitation Initiatives Phase II (LVWATSAN); (iv) Planning for Resilience in East Africa through Research, Adaption, Research and Economic Development (PREPARED); (v) the Mount Elgon Regional Ecosystem Conservation Programme (MERECP)II; (vi) and; (vii) the Partnership Fund. It is evident from the foregoing that financing of the Commission is mainly donor driven. There is therefore a need to explore other financing mechanisms that would ensure sustainability and ownership. The proposed LVBC resource mobilization strategy is expected to offer options for this.

**Rationale of the Strategy**

Currently the Commission’s projects and programmes are skewed towards sustainable environmental management. While this approach is important to the Basin due to its vast environmental natural resource base, an economic approach needs to be introduced if the aspiration of an economic growth zone set out in the first EAC Development Strategy (1997 – 2000) is to be realized. In view of this, the Lake Victoria Basin Commission requires a resources mobilization strategy that would provide various options and strategies to enhance its capacity to sustainably raise sufficient funds to implement its environmental as well as socio-economic projects and programs in the Lake Victoria Basin.

**3. Objectives of the Resources Mobilization Strategy**

**3.1 General Objective**

The general objective of the development of the LVBC resources Mobilization Strategy is to identify options for sustainable financing of the Commission as envisaged in the Protocol for sustainable development of Lake Victoria Basin (LVB).

**3.2 Specific Objectives**

The specific objectives of the Consultancy shall be to:

a) Propose a framework that will ensure sustainability in financing the LVBC Portfolio of Transboundary Investments

b) Identify mechanisms for the integrating LVBC projects and programmes into National Processes;

c) Assess the ability of the private sector, domestic credit and equity markets, and Private-Public-Partnerships in the financing of the LVBC Projects;

d) Determine the financing sources of the LVBC at Project and Program Levels;
e) Identify the resource mobilization capacity building needs for LVBC and propose an action plan to address the needs

4. Scope of Work:

The consultant’s scope of work will include the following tasks:

4.1 Ensuring Sustainability in Financing the LVBC Portfolio of Transboundary Investments

a) Using socio-economic performance indicators and investment climate indices respectively, give a synopsis of the socio-economic performance of EAC Partner States including their respective fiscal and monetary stances, on the one hand, and assess the investment climate in these countries, on the other, in order to determine their attractiveness to the flow of investable funds;

b) Develop an inventory of private, bilateral, multilateral and other funding agencies and identify the corresponding types of program/project financing offered by such agencies including the eligibility criteria for each respective agency. A review of country operational strategies should also be undertaken. The implications for funds flow from these institutions of the international financial crisis should be assessed;

c) Elaborate on the concept of co-financing, present the various types and modalities of co-financing and determine the extent to which co-financing can be utilized as a means of funding the LVBC portfolio of investment projects and including the recipient country requirements for co-financing;

d) Provide a synopsis of development partner financial support for comparable transboundary investment projects implemented in other operational Lake and River Basin Organizations;

e) Identify mechanisms for the identification of “Innovative Financing” sources to cater for emerging issues such as climate change and adaptability;

f) Analyze the future LVBC resources needs in order to further propose a resource mobilization strategy adapted to the needs; Classify the prioritized LVBC projects and programmes on the basis of the various types of program/project financing under the various donor agencies and in the context of the transboundary or national nature of the investments under consideration;
g) Assess the EAC and member States’ ownership of the proposed resources mobilization strategy;

h) Analyze how the LVBC resources mobilization strategy would fit within EAC strategies.

4.2 Identifying Mechanisms for the Integration of Relevant LVBC projects into National Processes

a) Investigate and present basin and national plan development processes and budget formulation cycles and advise on ways of timely integration of investment projects into basin and national plan development processes and corresponding budget cycles;

b) Determine the extent of the implementation of the concept of decentralized funds (for example Local Government Transfer Funds, Constituency Development Funds in Kenya) and advice on ways in which decentralized funds can be used as a source of project financing in the basin.

c) Review best practice for financing mechanisms in other operating River Basin Organizations and draw appropriate lessons for up-scaling the level of country financial support to the LVBC investment projects;

4.3 Assessing the Ability of the Private Sector, Domestic Credit and Equity Markets, and Private-Public-Partnerships in the Financing of the LVBC Projects

a) For the LVB, assess the ability of the private sector, domestic credit and equity markets to finance investment projects. The ability of financing investments through private-public-partnerships should be explored as well.

4.4 Determining the Financing Sources of the LVBC at Project and Program Levels

a) Review the investment strategies of the various LVBC projects and classify the prioritized LVBC projects on the basis of their transboundary or national nature and fit them under the various types of program/project financing under the various donor agencies while considering those projects that can be integrated into basin and national development processes and corresponding budgetary cycles.
4.5 Resource Mobilization Capacity Building Needs

a) Assess the resource mobilization capacity building needs for the LVBC at both the project and program levels and the national focal points in line ministries and propose an action plan to address the identified needs.

5. Key Outputs and Contract Management

This is an individual consultancy of effective input spread over 8 weeks. The implementation of the consultancy will be supervised by the LVBC Secretariat. To assist with progress evaluation, the consultant will be expected to provide to LVBC three progress reports at the following stipulated time upon appending signature to the contract:

(i) Inception report (1 week after commencement). The report will include: an interpretation of the TOR including suggestions that would enhance/curtail speedy delivery of outputs, a methodology and road map for undertaking the task.

(ii) Draft report (4 weeks after inception): An acceptable Draft / Interim Report will be produced 5 weeks into the assignment. This Draft Report will be reviewed by the LVBC Secretariat and any comments will be forwarded to the consultant to produce the draft Final Report.

(iii) Final Report (8 weeks into the assignment). Draft final report shall be validated by LVBC’s Partner States stakeholders through a validation workshop organised by LVBC.

The acceptable Final Report will be produced one (1) week after the validation workshop incorporating the comments, and submitted to LVBC Secretariat.

Reports are to be completed in English, formatted in Word, and 4 copies submitted in soft and hard copies.

6. Responsibilities of the Consultant

The consultant shall take full responsibility for satisfactory execution of the assignment within the stipulated time or within such times as may be agreed with the client from time to time. The consultant shall be responsible for the execution of the entire scope of services and ensure timely delivery of all the reports. The consultant, at his /her discretion, may be assisted by other experts as he or she deems necessary but the consultant shall be responsible for their remuneration, their own accommodation, transportation, visas, translation and similar costs as may be deemed to suit the assignment. The consultant is encouraged to consult with the client at any time during the execution of the assignment in order to ensure timely delivery of outputs.
7. Responsibilities of the Client

The client will be responsible for contract management and will hold discussions with the consultant at certain stages during the execution of the consultancy to ensure that work is proceeding along acceptable lines. In addition, the client will provide documents which are in the procession of the client and are deemed necessary for the timely execution of the assignment. The client will also be responsible for payment for services upon timely delivery of agreed outputs.

8. Payment Schedule

Payment for the consultancy will be output related and will follow the following schedule:

(i) 20% of the contract sum will be paid upon submission and approval of the Inception Report;

(ii) 40% of the contract sum will be paid upon submission and approval of the Draft Interim Report;

(iii) 40% of the contract sum will be paid upon submission and approval of the Final Report.

9. Qualification and Experience of the consultant

The consultant should be an expert in public financial management.

a) Qualifications: At least an advanced University Degree in Economics, Financial Economics, Financial Management, international Financial Relations and Trade or related field.

b) Experience: Posses a minimum of 8 years experience in public financial management with experience in resource mobilization.

He/she shall have extensive and proven experience on issues of resource mobilization for development projects in Sub-Saharan Africa.

In addition, the Consultant must have extensive knowledge of the economies of the EAC countries including the architecture of fiscal and monetary policies, familiarity with the domestic credit and equity markets and knowledge in sub-national and national plan development processes and budget formulation cycles.

c) Skills and Abilities: Excellent written English communication skills and be able to articulate ideas and write reports in clear and concise style. He/she shall demonstrate excellent research, analytical, presentation, and report writing skills.
ANNEX 2: Proposal Forms

A. COVER LETTER FOR THE PROPOSAL SUBMISSION .....................14
B. CURRICULUM VITAE .....................................................................16
C. FINANCIAL PROPOSAL ...............................................................21
A. COVER LETTER FOR THE PROPOSAL SUBMISSION
[insert name and reference number]

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Expression of Interests number [insert the number], dated [insert date] and my Financial Proposal for the sum of [Insert amount(s) in words and figures]. This amount inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [“does” or “does not” delete as applicable] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the EAC Procurement Policy applicable to this Request for Proposal, a contract cannot be awarded to applicants who are in any of the following situations:

a) they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedures provided for in the national legislation or regulations of the EAC member states;

b) they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);

c) they have been declared guilty of grave professional misconduct proven by any means which LVBC Secretariat can justify;

d) they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;

e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the LVBC Secretariat’ financial interests; or

f) they are being currently subject to an administrative penalty.

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the LVBC’s request, I will provide certified copies of documents to prove that I do not follow in any of the situation described above.

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1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
I am aware that the penalties set out in the EAC Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

My proposal is binding upon me for the period indicated in the Paragraph 9(iii) of the Request for Expression of Interest.

I undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 10 of the Request for Expression of Interest, and to be available for the entire duration the contract as specified in the Terms of Reference.

I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature [In full and initials]: __________________________

Name and Title of Signatory: __________________________
B. CURRICULUM VITAE

[insert the full name]

1. Family name: [insert the name]
2. First names: [insert the names in full]
3. Date of birth: [insert the date]
4. Nationality: [insert the country or countries of citizenship]
5. Civil status: [insert: married/ divorced/ single/ widower]
6. Purchase Order details:
   Address: [insert the physical address]
   Phone: [insert the phone and mobile no.]
   E-mail: [insert the email]

8. Education:

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<tr>
<th>Institution:</th>
<th>Degree(s) or Diploma(s) obtained:</th>
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<tbody>
<tr>
<td>[Date from – Date to]</td>
<td>[insert the month and the year]</td>
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<tr>
<td>[insert the name of the diploma and the specialty/major]</td>
<td>[insert the name of the diploma and the specialty/major]</td>
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7. Language skills: (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

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<th>Speaking</th>
<th>Writing</th>
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<tbody>
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8. Membership of professional bodies: [indicate the name of the professional body]

9. Other skills: [insert the skills]

10. Present position: [insert the name]

11. Years of experience: [insert the no]

12. Key qualifications: (Relevant to the assignment) [insert the key qualifications]

13. Specific experience in the region:

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<tr>
<td>[insert the country]</td>
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## 14. Professional experience:

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<th>Date from – Date to</th>
<th>Location of the assignment</th>
<th>Company &amp; reference person (name &amp; contact details)</th>
<th>Position</th>
<th>Description</th>
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<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
<td>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</td>
<td>[indicate the month and the year]</td>
<td>Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</td>
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<td>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</td>
<td>[indicate the month and the year]</td>
<td>Name of the Purchase Order: Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</td>
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<td>the country and the city</td>
<td>Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</td>
<td>the exact name and title and if it was a short term or a long term position</td>
<td><strong>Beneficiary of the Purchase Order:</strong> Brief description of the Purchase Order: Responsibilities:</td>
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<td>[indicate the month and the year]</td>
<td>[indicate the country and the city]</td>
<td>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</td>
<td>[indicate the exact name and title and if it was a short term or a long term position]</td>
<td><strong>Name of the Purchase Order:</strong> Beneficiary of the Purchase Order: Brief description of the Purchase Order: Responsibilities:</td>
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</table>
15. **Other relevant information**: (e.g. Publications)

[insert the details]

16. **Statement**:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the LVBC Secretariat request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above\(^1\), documents which are attached to this CV as photocopies.

By signing this statement, I also authorized the LVBC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

__________________________________________ Date: 7 March 2015

**ATTACHMENTS**: 1) Proof of qualifications indicated at point 8
2) Proof of working experience indicated at point 14

\(^1\) The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order signed with them.
### C. FINANCIAL PROPOSAL

[insert name and reference number]

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</tbody>
</table>

**TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)**

Signature [In full and initials]: ________________________________

Name and Title of Signatory: ________________________________

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1. Delete items that are not applicable or add other items as the case may be.
2. Indicate unit cost.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Provide clear description of what is their exact nature.
ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANT

STANDARD TERMS OF CONTRACT (Individual Consultant)

Contract Name [insert the name]
Contract Number [insert the number]

THIS Contract (“Contract”) is made on [day] day of the month of [month], [year], between, on the one hand,

[Lake Victoria Basin Commission] (hereinafter called the “Procuring Entity”) with the registered business in [insert the name address, phone, fax and email of the procurement entity]

and, on the other hand,

[insert the full name of the individual] (hereinafter called the “Individual Consultant”), with the residence in [insert the Individual Consultant’s address, phone, fax, email], citizen of [insert the Individual Consultant’s citizenship] owner of the ID/Passport Number [insert the number] issued on [insert the date] by [insert the name of the issuance authority],

WHEREAS, the Procuring Entity wishes to have the Individual Consultant perform the services hereinafter referred to, and WHEREAS, the Individual Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Definitions

For the purpose of this contract the following definitions shall be used:

1.1 Procuring Entity means the legally entity, namely [insert the name] who purchase the Services described in Annex 1 to this contract.

1.2 Contract means the agreement covered by these Terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

1.3 Contract value means the total price of the Financial Proposal included in the Individual Consultant’s Expression of Interests dated
[insert the date] for the project [insert the name] and reflected as such in the Annex 2 of this contract.

1.4 Individual Consultant means the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest [insert the number] for the project [insert the name].

1.5 Services means the Services to be performed by the Individual Consultant as more particularly described in Annex 1; for the avoidance of doubt the Services to be performed include all obligations referred to in this Contract (as defined above).

2. The Services

The Individual Consultant will undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall in the performance of the Services exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

3. Payment

3.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2.

3.2 Payment shall be made to the Individual Consultant in US $ unless otherwise provided by this contract and where applicable VAT shall be payable on such sums at the applicable rate. The Individual Consultant must, in all cases, provide their VAT registration number on all invoices.

3.3 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to Procuring Entity and shall be paid within 30 days of receipt by Project Director, subject to the Individual Consultant having complied with its obligations hereunder in full as stated in the Annex II to this Contract. Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the services provided were delivered and accepted by the Procuring Entity.

4. Status of the Individual Consultant

4.1 For the duration of the Contract the Individual Consultant will have a status similar to the Procuring Entity’s employees with regards to their legal obligations, privileges and indemnities in the Procuring Entity’s country.

4.2 The Procuring Entity will be responsible for ensuring all visas, work permits and other legal requirements to enable The Individual Consultant and live and work in the countries of the assignment as per the duties under the contract.

4.3 The Individual Consultant shall be responsible for paying any tax and social security contributions in its country of residence, for any
activity deriving from this contract. Such costs shall be assumed included in the Individual Consultant’s fees.

4.4 The Procuring Entity shall be responsible for paying any taxes resulting from the activities performed under this contract imposed to the Individual in the country(ies) of the assignment with the exception of the ones set out in paragraph 5.3 above.

5. **Supervision of the Services**

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to Procuring Entity which shall include any steps to comply with the standards operated by Procuring Entity. The Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of Procuring Entity shall afford such access to its information, records and other materials during normal office working hours as Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

6. **Compliance with this contract**

Procuring Entity will be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this contract. Procuring Entity may also request the provision of reasonable documentary evidence to support this. As stated in article 2.3 of this Contract, Procuring Entity may delay or withhold payments in the event of non-compliance.

7. **Assignment and Subcontracting**

7.1 The Individual Consultant shall under no circumstances sub-contract, sublet, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party the Individual Consultant shall inform the Procuring Entity the Project Director in writing, and only once written approval is provided can the Individual Consultant proceed to use a third party.

7.2 When the Project Director agrees that the activities under the contract can be performed by third party, the third party involved in the delivery of services in this contract, will be under the direct control of Individual Consultant. Procuring Entity will not be responsible for the third party performance of duties or Services assigned to third party, and neither for ensuring conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer’s liability insurance and public liability insurance.

8. **Breach of the Terms**
In the event of a breach of any Terms of the Contract the party not in breach may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice, not normally being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

9. Liability of the Individual Consultant

9.1 Procuring Entity will be relying on the Individual Consultant’s skills, expertise and experience in relation to the performance of the Services in accordance with this contract and also upon the accuracy of all representations and statements made and the advice given by the Individual Consultant in connection with the provision of the Services.

9.2 In view of the reliance by Procuring Entity set out in 10.1 above the Individual Consultant agrees at its own expense to indemnify, protect and defend Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant’s performance of this contract provided that:

a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after Procuring Entity becomes aware of them;

b) the ceiling on the Individual Consultant’s liability to Procuring Entity shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant or by the Individual Consultant’s willful misconduct; and

c) the Individual Consultant’s liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

9.3 At its own expense, the Individual Consultant shall, upon request of Procuring Entity, remedy any defect in the performance of the services in the event of the Individual Consultant’s failure to perform its obligations under the contract.

9.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which it expresses a serious reservation.

10. Insurance
10.1 The Individual Consultant must ensure that full and appropriate professional indemnity insurance, third party liability insurance, life/travel and health insurance is in place for all Services provided. The Individual Consultant is obliged to provide full copies of such insurance within 45 days from the signature of this Contract.

10.2 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.

10.3 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.

10.4 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this contract.

11. Copyright

11.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the Terms of this Contract, the said materials shall not be reproduced or disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this contract but shall not apply to the internal systems or rights in relation to the Individual Consultant’s own systems not created specifically for this purpose and where the same are an important part of the Services the Individual Consultant shall grant a free and irrevocable licence to Procuring Entity and its assigns for the use of the same in that connection.

11.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this contract and, without prejudice to the generality of Term 9 above, agrees to
indemnify Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

12. **Non Disclosure & Confidentiality**

12.1 The Individual Consultant will treat as confidential all information and results obtained in discharging the Services under this Contract and will not disclose by any means whatsoever such results or material to any third party without the prior written consent of the Procuring Entity and will only use such information for the purposes of this Contract. In addition the Individual Consultant shall not make any communication to the press or any broadcast (including, but not limited to, inclusion of information on a website) about the Services without the prior agreement in writing of the Project Director.

12.2 If the Individual Consultant violates clause 13.1, then it will automatically and legally be held to pay the amount estimated as the minimum reasonable damages resulting from a breach of confidentiality. This is without prejudice to the right of Procuring Entity to demonstrate that a higher amount of loss has or may be incurred as a result of liabilities held by Procuring Entity in relation to the Procuring Entity.

13. **Suspension or Termination**

13.1 In response to any factors outside the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, terminate in whole or in part the Individual Consultant’s appointment hereunder but in the event of Procuring Entity doing so then the Individual Consultant shall be entitled to payment as set out in sub-clause 14.4 below.

13.2 In response to any factors outside the control of Procuring Entity and/or to breaches of contract, Procuring Entity may at any time, by giving 30 days notice in writing, forthwith require the Individual Consultant to suspend the performance of the Services and in such event the Individual Consultant shall be entitled to payment pursuant to sub-clause 13.4 below and provided that if such suspension continues for a period in excess of twelve months then either party may terminate this appointment forthwith by written notice to the other.

13.3 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if she/he gives a 30 days prior written notice to the Project Director.

13.4 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause then the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include any loss of profit.
or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

14. No Waiver

No forbearance shown or granted to the Individual Consultant unless in writing by an authorised officer of Procuring Entity shall in any way affect or prejudice the rights of Procuring Entity or be taken as a waiver of any of these Terms.

15. Variations

Any variation to these terms or the provisions of the Annexes shall be subject to written Addendum and be signed by duly authorised signatories on behalf of the Individual Consultant and Procuring Entity respectively.

16. Jurisdiction

This contract shall be governed by and shall be construed in accordance with Botswana law and each party agrees to submit to the exclusive jurisdiction of the Botswana courts as regards any claim or matter arising under this contract.

The following Annexes are integral part of this Contract:

Annex 1: Terms of Reference
Annex 2: Payment Schedule and Requirements

Signed today [insert the date] in four (4) originals in English language by:

<table>
<thead>
<tr>
<th>For the Procuring Entity</th>
<th>Signature</th>
<th>For the Individual Consultant</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [insert full name]</td>
<td></td>
<td>Name: [insert full name]</td>
<td></td>
</tr>
<tr>
<td>Title: [insert the title]</td>
<td></td>
<td>Title: [insert the title]</td>
<td></td>
</tr>
<tr>
<td>Palace: [insert the city and country]</td>
<td></td>
<td>Palace: [insert the city and country]</td>
<td></td>
</tr>
<tr>
<td>Date: [insert the date]</td>
<td></td>
<td>Date: [insert the date]</td>
<td></td>
</tr>
</tbody>
</table>
Annex 1: Terms of Reference
[insert the Terms of Reference]
Annex 2: Payment Schedule and Requirements

1. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed a ceiling of US Dollars [insert ceiling amount], which shall be considered the contract value. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Individual Consultant in its country of residence.

2. The breakdown of prices is: [fill in the table as per the Individual Consultant’ Financial Proposal presented in the Expression of Interest]

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>No. of Units</th>
<th>Unit Cost (in US$)</th>
<th>Total (in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fees</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Reimbursable expenses, out of which</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1 Flights</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2 Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>3 Drafting, reproduction of reports</td>
<td>Lump sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4 Others</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>TOTAL FINANCIAL OFFER (Fees + Reimbursable expenses)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The payment shall be made in accordance with the following schedule: [delete as appropriate]

**Option 2: - time based contracts**

The payments made under the Contract consist of the Individual Consultant’s remuneration as defined in sub-paragraph a) below and of the reimbursable expenditures as defined in sub-paragraph b) below.

a) Remuneration

1. Delete items that are not applicable or add other items as the case may be.
2. Indicate route of each flight, and if the trip is one- or two-ways.
3. Indicate unit cost.
4. Provide clear description of what is their exact nature.
The Procuring Entity shall pay the Individual Consultant for Services rendered at the rate(s) per day spent, subject to a maximum of eight hours per day in accordance with the rates agreed and specified in paragraph 2 above.

The proof of Individual Consultant’s performance of services shall be the monthly timesheet signed by expert and approved by the Procuring Entity.

b) **Reimbursables**

The Procuring Entity shall pay the Individual Consultant for reimbursable expenses specified in the paragraph 2 above against the submission of the original documents to prove the incurrence of such expense.

(i) 20% of the contract sum will be paid upon submission and approval of the Inception Report;

(ii) 40% of the contract sum will be paid upon submission and approval of the Draft Interim Report;

(iii) 40% of the contract sum will be paid upon submission and approval of the Final Report.

4. **Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission by the Individual Consultant of original invoice, in duplicate, accompanied by the requested supporting documents, to the Procuring Entity. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.