

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° LVFO/SRVCS/2020-2021/009

FINANCED FROM THE EDF

The East African Community- Lake Victoria Fisheries Organisation;

Attn: Dr. Shigalla B. Mahongo,  
The Executive Secretary,  
Lake Victoria Fisheries Organization,  
Busoga Square, Plot No. 7B/E, Bell Avenue  
P. O. Box 1625, Jinja, Uganda  
Telephone Number: +256 434 125000/2  
Email: [procurement@sec.lvfo.org](mailto:procurement@sec.lvfo.org)

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

<Legal status/title><sup>1</sup>

<Official registration number><sup>2</sup>

<Full official address>

<VAT number>,<sup>3</sup>

(‘the contractor’)

of the other part,

have agreed as follows:

**Project: Contribution of sustainable fisheries to the blue economy of the Eastern Africa, Southern Africa and the Indian Ocean- ECOFISH**

**Programme. No. RSO/FED/039-977**

**CONTRACT TITLE: CONSULTANCY STUDY TO UNDERTAKE LEGAL, INSTITUTIONAL AND ORGANIZATIONAL FRAMEWORK ANALYSIS OF THE PROPOSED EAST AFRICAN FISHERIES ORGANIZATION (EAFO)**

**Identification number: N° LVFO/SRVCS/2020-2021/009**

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>3</sup> Except where the contracting party is not VAT registered.

## **(1) Subject**

- 1.1 The subject of this contract is **Consultancy to undertake Legal, Institutional and Organizational Framework Analysis of the proposed East African Fisheries Organisation (EAFO)** done [at].....in Jinja, Uganda with identification number **LVFO/SRVCS/2020-2021/009** ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

## **(2) Contract value**

This contract, established in Euro, is a global price contract. The contract value is Euro **<amount>**.

## **(3) Order of precedence of contract documents**

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

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

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

## **(4) Language of the contract**

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

## **(5) Other specific conditions applying to the contract**

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

- (a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Cooperation and Development.
- (b) the data protection notice is available at;  
<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

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

**For the contractor**

**Name:**

**Title:**

**Signature:**

**Date:**

**For the contracting authority**

**Name:**

**Title:**

**Signature:**

**Date:**

## **SPECIAL CONDITIONS**

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

### **Article 2 Communications**

#### **2.1 For the Contracting Authority:**

**Attn: Dr. Shigalla B. Mahongo,  
The Executive Secretary,  
Lake Victoria Fisheries Organization,  
Busoga Square, Plot No. 7B/E, Bell Avenue  
P. O. Box 1625, Jinja, Uganda  
Telephone Number: +256 434 125000/2  
Email: [procurement@sec.lvfo.org](mailto:procurement@sec.lvfo.org)**

#### **For the Contractor:**

Name:.....Responsibility:.....E-mail:.....Alternatively;

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 three (3) months.

### **Article 4 Subcontracting**

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

### **Article 7 General obligations**

7.8 The contractor will be required to comply with minimum obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

### **Article 12 - Liabilities**

- 12.2 '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 the contract value i.e **EUR 59,712**.

### **Article 13 - Insurance**

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

### **Article 19 Implementation of the tasks and delays**

- 19.1 The start date for implementation shall be the date of signature of the contract by both parties.
- 19.2 The period for implementing the tasks is a maximum of five (05) months from the start date.

### **Article 26 Interim and final reports**

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

### **Article 27 Approval of reports and documents**

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

### **Article 29 Payment and interest on late payment**

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

Number		EUR
1	Maximum pre-financing payment <sup>4</sup>	40 % of the contract value
2	Interim payment	30% of the contract value
3	Balance	30% of the contract value
Total		100%

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<sup>4</sup> The contractor is not obliged to ask for pre-financing.

- 29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.
- 29.5 Payments shall be made in 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 When the pre-financing requested is equal to or below EUR 300 000 and subject to a positive risk assessment<sup>5</sup> by the contracting authority, by derogation from Article 30 of the general conditions no pre-financing guarantee is required.

### **Article 40 Settlement of disputes**

- 40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled;
- (a) in accordance with the national legislation of the state of the contracting authority
  - (b) either:
    - (i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or
    - (ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex A12 to the practical guide).

Please attach Annex A12 of the practical guide to the present contract.

### **Article 42 Data Protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and

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<sup>5</sup> Such risk assessment is required, for example, when the contract is awarded to a company that does not comply itself with the selection criteria but relies on the capacity of another company.

repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>6</sup> and as detailed in the specific privacy statement published at ePRAG.

#### **Article 43 Further additional clauses**

Add other clauses approved by the competent European Commission departments.

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<sup>6</sup> OJ L 205 of 21.11.2018, p. 39