



EAST AFRICAN COMMUNITY
LAKE VICTORIA FISHERIES ORGANIZATION
SECRETARIAT



Request for Proposals (Individual Consultancy Selection)

FOR

PROVISION OF SHORT-TERM CONSULTANCY SERVICES

Subject of Procurement:	CONSULTANCY SERVICES FOR THE EVALUATION OF THE LAKE VICTORIA FISHERIES ORGANIZATION STRATEGIC PLAN 2016 - 2020 AND THE DEVELOPMENT OF AN LVFO STRATEGIC PLAN (2021 – 2025)
Procurement Reference Number:	LVFO/SRVCS/ICS/2020-2021/004
Date of Issue:	2ND OCTOBER 2020

Standard Invitation to Consultants

Our Ref: LVFO/SRVCS/ICS/2020-2021/004

Date: 2nd October 2020

To: All qualified Individual Consultants

Re: REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR CONSULTANCY SERVICES FOR THE EVALUATION OF THE LAKE VICTORIA FISHERIES ORGANIZATION STRATEGIC PLAN 2016-2020 AND THE DEVELOPMENT OF AN LVFO STRATEGIC PLAN 2021-2025: LVFO/SRVCS/ICS/2020-2021/004

The Lake Victoria Fisheries Organization (*LVFO*) is the regional intergovernmental organization with a mandate to promote Sustainable Management and Development of Fisheries and Aquaculture in the East African region for Food Security and Wealth creation. It is comprised of the Republic of Kenya, the United Republic of Tanzania, Republic of Uganda, and most recently the Republic of Burundi.

The LVFO, under the Responsible Fisheries Business Chains Project (RFBC) has allocated funds to be used for the acquisition of Consultancy Services to for the Evaluation of the Lake Victoria Fisheries Organization Strategic Plan 2016-2020 and the Development of an LVFO Strategic Plan 2021-2025.

The LVFO now invites your Technical and Financial proposal to provide the above mentioned consulting services (*hereinafter called "Services"*).

More details on the Services are provided in the Terms of Reference (Section 4).

It is not permissible to transfer this invitation to any other Consultant.

A Consultant will be selected under Individual Consultants Selection (ICS) procedures as described in this RFP, in accordance with the policies of the EAC-LVFO

The RFP includes the following documents:

- Section 1: Information to Consultants (ITC)
- Section 2: Proposal Data Sheet (PDS)
- Section 3: Proposal Forms
- Section 4: Terms of Reference (TOR)
- Section 5: Draft Contract

Please inform us in writing or by Email at the address below,

- (a) that you have received the Letter of Invitation; and
- (b) whether you intend to submit a proposal.

**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**

We look forward to receiving your Proposal before the submission deadline at the address specified in the documents.

Yours sincerely,

Executive Secretary
Lake Victoria Fisheries Organization

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Section 1: Information to Consultants

A. General

1. **Scope of Proposal**
 - 1.1 The Lake Victoria Fisheries Organization (LVFO), as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for Consultancy Services as specified in the PDS and described in details in Section 4, Terms of Reference in accordance with the method of selection specified in the PDS.
 - 1.2 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 The successful Consultant will be expected to complete the assignment in accordance within the period indicated in the PDS.
 - 1.4 Throughout this RFP:
 - (a) the term “*in writing*” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The LVFO has secured funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
 - 2.2 Payments by the LVFO will only be made in accordance with the terms and conditions of the Agreement.
3. **Corrupt, Fraudulent, Collusive or Coercive Practices**
 - 3.1 The LVFO requires that Consultants shall observe the highest standard of ethics and moral integrity during the implementation of the procurement proceedings and the execution of contracts under public funds.
 - 3.2 In pursuance of this requirement, the LVFO shall
 - (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings;if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
 - 3.3 Should any corrupt or fraudulent practice of any kind referred to in ITC Clause 3.2 come to the knowledge of the LVFO, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the LVFO related to matters of alleged fraud or corruption shall be in writing
 - 3.4 The LVFO defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a LVFO or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a LVFO in connection with the procurement proceeding;
 - (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a

contract to the detriment of the LVFO,

(c) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the LVFO (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the LVFO of the benefits of free, open and genuine competition; and

(d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

3.5 The Consultant shall be aware of the provisions on fraud and corruption stated in GCC Clause 3.

3.6 The LVFO requires that the LVFO’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Consultants

4.1 The Consultants should come from any State.

4.2 The Consultant has the legal capacity to enter into the Contract.

4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 3.1.

4.4 The Consultant is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.

4.5 The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

4.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the LVFO he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

4.7 Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of the LVFO, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

5. Conflict of Interest

5.1 General

(a) The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the LVFO’s interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in Sub Clauses 5.2 to 5.4 below. “COI” shall mean a situation in which a Consultant provides biased professional advice to a LVFO in order to obtain from the LVFO an undue benefit for himself or affiliate(s)/associate(s).

5.2 Conflicting Activities

(a) A firm that has been engaged by the LVFO to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting

services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.3 Conflicting Assignments

(a) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another LVFO. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting the LVFO in the privatization of public assets shall not purchase, nor advise the LVFO of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

5.4 Conflicting Relationships

(b) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the LVFO's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

6. Eligible Services

6.1 All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS.

7. Visits

Consultant, at the Consultant's own responsibility and risk, is encouraged to visit examine the East African Partner States and obtain all information that may be ssary for preparing the Proposal and entering into a contract for supply of Services. Consultant should ensure that the LVFO is advised of the visit in adequate time to v it to make appropriate arrangements. costs of visiting the East African Partner States shall be at the Consultant's own nse.

B. Request for Proposal

8. RFP Sections

8.1 The Sections comprising the Request for Proposal are listed below.

- Section 1: Information to Consultants (ITC)
- Section 2: Proposal Data Sheet (PDS)
- Section 3: Proposal and Contract Forms
 - A. Technical Proposal: Standard Forms
 - B. Financial Proposal: Standard Forms
- Section 4: Terms of Reference (TOR)
- Section 5: Draft Contract

8.2 The LVFO is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the LVFO.

8.3 The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.

9. RFP Clarification

9.1 A Consultant requiring any clarification of the RFP shall contact the LVFO in writing at the LVFO's address indicated in the PDS. The LVFO will respond in writing to any request for clarification received at least **seven (7)**

- days** prior to the dead line for submission of proposals.
- 9.2 The LVFO shall respond within **five (5)** days of receipt of the query.
- 9.3 Should the LVFO deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITC Clause 10.
- 10. RFP Amendment**
- 10.1 At any time prior to the deadline for submission of Proposals, the LVFO, for any reason on its own initiative or in response to a clarification request in writing from a Consultant, may amend the RFP by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing through media.
- 10.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the LVFO may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC Sub-Clause 26.3.
- C. Proposal Preparation**
- 11. Proposal: Only one & Preparation Costs**
- 11.1 Consultants, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal.
- 11.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the LVFO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
- 12. Proposal: Language**
- 12.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS.
- 13. Proposal: Documents**
- 13.1 The Proposal prepared by the Consultant shall comprise the following:
- (a) Technical Proposal;
 - (b) Financial Proposal;
 - (c) documentary evidence establishing the Consultant's eligibility; and
 - (d) any other document required as stated in the PDS.
- 14. Proposal: Preparation**
- 14.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 14.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 15 and 16 using the forms furnished in Section 3A: Technical Proposal - Standard Forms.
- 14.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 17 and using the forms furnished in Section 3B: Financial Proposal; Standard Forms.
- 14.4 All the forms mentioned in ITC Clauses 16.1 and 17.1 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing of which the Proposal may be rejected as being incomplete.
- 15. Technical Proposal Preparation**
- 15.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub-Clause 15.2 to 15.4 inclusive.
- 15.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the LVFO shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the

time of submission of a proposal is only permitted with the prior permission of the LVFO, which must be obtained prior to the submission of a proposal. A short listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the LVFO. For such cases, the Proposal shall be submitted in the name of the short listed Consultant. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract. Association with international firms is encouraged.

15.3 The Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

15.4 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

16. Technical Proposal: Format and Content

16.1 The Technical Proposal shall provide the following information using the Standard Forms (Section 3A):

- (a) Form 3A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant;
- (b) Form 3A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the LVFO.
- (c) Form 3A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the LVFO.
- (d) Form 3A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 3A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 3A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (f) Form 3A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.

- (g) Form 3A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
 - (h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment.
 - (i) Any additional information that might be requested in the PDS.
- 16.2 The Technical Proposal shall not include any financial information.
- 17. Financial Proposal Format and Content**
- 17.1 The Financial Proposal shall provide the following information using the Standard Forms (Section 3B):
- (a) Form 3B1: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
 - (b) Form 3B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
 - (c) Form 3B3: being the breakdown of costs against staff remuneration;
 - (d) Form 53B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;
 - (e) Form 3B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.
- If appropriate, all these costs should be broken down by activity.
- 18. Taxes**
- 18.1 The LVFO is exempted from payment of all kinds of taxes and duties; however it is the responsibility of the Consultant to be familiar with the relevant laws in Uganda, and to determine the tax amounts to be paid, so as to facilitate application of relevant exemptions to that effect.
- 19. LVFO Inputs**
- 19.1 The LVFO shall:
- (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;
 - (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and
 - (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.
- 20. Alternative Proposals**
- 20.1 Unless otherwise stated in PDS, alternative proposals shall not be considered.
- 21. Proposal Prices**
- 21.1 The Consultant shall indicate in the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.
- 21.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC Clause 40.
- 22. Proposal Currency**
- 22.1 All prices shall be quoted in United States Dollars (USD)
- 23. Proposal Validity**
- 23.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the LVFO.
- 23.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The LVFO will make its best effort to complete negotiations within this period.
- 24. Proposal Format and Signing**
- 24.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 16.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 17.1 and clearly mark them "ORIGINAL".
- 24.2 The Consultant shall prepare the number of copies as specified in the PDS of

the Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 24.3 The original and all copies of the Technical and the original of the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 24.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialled by the person signing the Proposals.

D. Proposal Submission

25. Proposal: Sealing and Marking

- 25.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".
- 25.2 The Consultant shall enclose the Original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 25.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:
- (a) bear the name and address of the Consultant;
 - (b) be addressed to the LVFO at the address specified in the PDS;
 - (c) bear the name of the Proposal as specified in the PDS; and
 - (d) bear a statement "DO NOT OPEN BEFORE [*Insert the date for opening as specified in the PDS*]".
- 25.4 If all envelopes are not sealed and marked as required, the LVFO will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 25.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

26. Proposal: Submission Deadline

- 26.1 Proposals must be received by the LVFO at the address specified under ITC Sub-Clause 25.3 no later than the date indicated in the PDS.
- 26.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The LVFO shall, on request, provide the Consultant with a receipt showing the date and time when it's Proposal was received.
- 26.3 The LVFO may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 10, in which case all rights and obligations of the LVFO and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. Proposal Submitted Late

- 27.1 Any Proposal received by the LVFO after the deadline for submission of Proposals, in accordance with ITC Clause 26 shall be declared late, will be rejected, and returned unopened to the Consultant.

28. Proposal Modification, Substitution or Withdrawal

- 28.1 A Consultant may modify, substitute, or withdraw a Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 24.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must

be:

- (a) submitted in accordance with ITC Clause 25 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL;” and
 - (b) Received by the LVFO prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 26.
- 28.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 28.1 shall be returned unopened to the Consultants.
- 28.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 26.

E. Proposal and Evaluation

- 29. Technical Proposal Opening**
- 29.1 The Technical Proposals shall be opened half an hour after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
 - 29.2 The LVFO shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC Clause 35.
 - 29.3 No Proposal shall be rejected at Proposal Opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 27.
- 30. Confidentiality**
- 30.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government’s antifraud and corruption policy.
 - 30.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the LVFO.
- 31. Proposal Clarification**
- 31.1 The LVFO may, in writing, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be in writing and no change in the substance of the Proposal shall be sought, offered or permitted.
- 32. Contacting the LVFO**
- 32.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the LVFO.
 - 32.2 Any effort by a Consultant to influence the LVFO in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
- 33. Examination of Conflict of Interest Situation (COI)**
- 33.1 During the evaluation of the Technical Proposals, the LVFO shall ascertain that no new Conflict of Interest (COI) situations have arisen since the Consultant was short-listed. If the LVFO identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.
 - 33.2 If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the LVFO shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes

while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.

- 33.3 If a Consultant has been found to mislead the LVFO by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
- 34. Proposal: Technical Evaluation**
- 34.1 The LVFO shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC Sub-Clause 34.2.
- 34.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.
- 35. Financial Proposal Opening**
- 35.1 After the technical evaluation is completed, the LVFO shall open the Financial Proposals for those who have scored the minimum technical marks.
- 35.2 The LVFO shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP
- 35.3 Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be recorded. The LVFO shall prepare minutes of the opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.
- 36. Proposal: Financial Evaluation**
- 36.1 The LVFO will review the detailed content of each Financial Proposal. During the review, the LVFO will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 36.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the LVFO will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.
- 36.3 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the LVFO there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 36.4 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.
- 36.5 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the PDS.
- 37. Proposal: Combined Evaluation**
- 37.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the PDS: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 38 to 42.
- 38. Proposal: Negotiation**
- 38.1 Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the LVFO may specify.
- 39. Proposal Negotiation: Technical**
- 39.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The LVFO and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the LVFO to ensure satisfactory implementation of the assignment. The LVFO shall prepare minutes of negotiations which will be signed by the LVFO and the Consultant.
- 40. Proposal Negotiation: Financial**
- 40.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts' inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.
- 41. Availability of Professional staff/experts**
- 41.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the LVFO expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the LVFO will require assurances that the Professional staff/experts will be actually available. The LVFO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
- 42. Proposal Negotiations: Conclusion**
- 42.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the LVFO and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the LVFO will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the LVFO shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the LVFO to reject all proposals.

F. Contract Award

- 43. Contract Award** 43.1 After completing negotiations and after having received the approval to award the Contract, the LVFO shall award the Contract to the selected Consultant.
- 44. Advising Unsuccessful Consultants** 44.1 After Contract signature, the LVFO shall promptly notify the other Consultants that they were unsuccessful. The LVFO shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.
- 44.2 The LVFO shall promptly respond in writing to any unsuccessful Consultant who requests the LVFO in writing to provide a brief statement of the reason (s) its proposal was not selected.
- 45. Commencement of Services** 45.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

G. Review of Procurement Decisions

- 46. Right to Review** 46.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on the LVFO or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.
- 47. Time Limit on Review** 47.1 The Consultant shall submit an application for review within twenty-eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
- 48. Submission of Applications for Review** 48.1 Any application for administrative review shall be submitted in writing to the Executive Secretary.
- 48.2 The application for administrative review shall include:
- (a) details of the procurement requirements to which the complaint relates;
 - (b) details of the provisions that have been breached or omitted;
 - (c) an explanation of how the provisions have been breached or omitted
 - (d) documentary or other evidence supporting the complaint where available;
 - (e) remedies sought; and
 - (f) any other information relevant to the complaint.
- 48.3 The Executive Secretary shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
- 49. Decision by the Head of Procuring Entity** 49.1 The Executive Secretary shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:
- (a) whether the application is upheld in whole, in part or rejected;
 - (b) the reasons for the decision; and
 - (c) any corrective measures to be taken.

Section 2: Proposal Data Sheet

Clause	
1.1	LVFO is The Lake Victoria Fisheries Organization (LVFO), P.O. Box 1625, Jinja, Uganda The Method of Selection is Individual Consultants Selection (ICS)
1.3	The assignments is to be completed within: Thirty (30) man-days
2.1	The source of fund is LVFO Partner States contributions
6.1	Non-eligible countries are: None
9.1	For clarification of proposals the LVFO's address is: Attention: Executive Secretary Street Address: Plot 7B/E, Bell Avenue, Busoga Square Town/City: Jinja Postal Address: 1625 Country: Uganda Telephone: +256 434 125000 Electronic mail address: procurement@sec.lvfo.org
12.1	The Proposal shall be written in the English language.
15.3	The minimum number of professional staff is One Individual
17.1(d)	The Reimbursable expenses shall be the following: 1) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; 2) Expenses related to field work, consultations and disseminations; and 3) Cost of printing and dispatching of the Reports to be produced for the Services.
19.1	The LVFO shall provide the following inputs and facilities: <ul style="list-style-type: none"> • Available documents and data related to the project • Assistance to the Consultant to access information from other Organs and institutions; and • Access to relevant information to the extent of its availability.
23.1	Proposals must remain valid for a minimum of ninety (90) working days after the submission date.
24.2	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal via the email procurement@sec.lvfo.org
25.3(b)	The Proposal submission address is: Attention: Executive Secretary Street Address: Plot 7B/E, Bell Avenue, Busoga Square

	<p>Town/City: Jinja Postal Address: 1625 Country: Uganda Telephone: +256 434 125000/Ext. 5070 Electronic mail address: procurement@sec.lvfo.org</p>
25.3(c)	The name of the Proposal is: Consultancy Services for the Evaluation of the Lake Victoria Fisheries Organization Strategic Plan 2016-2020 and the Development of an LVFO Strategic Plan 2021-2025- LVFO/SRVCS/ICS/2020-2021/004
26.1	Proposals must be submitted no later than 5th November 2020
34.2	Evaluation criteria (draft)
	<p><u>Evaluation of Proposals:</u> The evaluation of Proposals will use the quality and cost-based selection methodology as detailed below:</p> <ol style="list-style-type: none"> 1. Preliminary examination to determine eligibility will not be required; 2. Detailed evaluation to assess the technical quality of bids against the criteria in the Terms of Reference in the invitation and determine their total technical score using a merit point system; 3. Financial comparison of those bidders who were substantially responsive and met the minimum qualifying mark will be opened and a financial comparison carried out to examine financial bids and determine the financial score of each bid and to determine the best evaluated bid. 4. Technical and financial scores will be combined, using the weightings given in the invitation, to give a total score for each bid. The bidder with the highest total score will be ranked first and recommended for contract award, subject to any negotiations required. <p>Proposals failing any stage will be eliminated and not considered in subsequent stages.</p> <p><u>Eligibility Criteria:</u></p> <ol style="list-style-type: none"> 1. not have had your business activities suspended as an individual consultant; 2. have fulfilled your obligations to pay taxes and social security contributions; 3. you are a national of an eligible country; 4. not to have a conflict of interest in relation to this procurement requirement; and 5. not to be subject to suspension by LVFO, EAC or other international financial institutions. <p><u>Nationality of Personnel:</u> The consultant to be employed under any resulting contract shall have the nationality of an eligible country as defined in the Special Conditions of Contract. Any related supplies or works purchased under any resulting contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.</p> <p><u>Technical Criteria:</u> Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:</p>

Criteria/ Sub-criteria	Max Points
1. Specific experience of the consultant relevant to the assignment like conducting a similar or related study	30
2. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference as follows:	30
Sub Criteria	
a) Technical Approach and Methodology aligning each to the attainment of the deliverables and describing in detail how the Consultant meets the requirements of the assignment	
b) Work Plan with timeline (not more 30man days)- <i>Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall the consultant has an appropriate skills mix; and the workplan has right input of the Expert</i>	
3.Key Experts' qualifications and competence for the Assignment	20
<i>Notes to Consultant:</i>	
Relevant academic qualifications for the team leader in line with ToRs- depending on the expert qualifications	
Relevant Experience for the team member in line with the ToRs	
3. Experience in the EAC region (and execution of similar assignments both locally 2 and regionally 5)	7
4.Language and other skills	3
Indicate Fluency in English 2, Kiswahili 1 (Speaking and writing) and/or other EAC local languages	
Total points score for all criteria above	100 points

Financial Criteria:

Currency: Proposals shall be priced in United States Dollars. The currency of evaluation will be United States Dollars

Best Evaluated Bid: The best evaluated bid shall be _____ and shall be recommended for award of contract. LVFO shall issue a Notice of Best Evaluated Bidder within 5 working days from the decision of the Procurement Committee to award a contract, place such notice on the LVFO website for the prescribed period, and inform all the other bidders prior to proceeding with contract award.

The minimum Technical Score (TS) required to pass is: **80 Points**

36.5

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100

The formula for determining the financial scores (Sf) is calculated as the following:

$Sf = 100 \times Fm / F$, in which (FS) is the financial score, 'Fm' is the lowest price and 'F' the price of the proposal under consideration.

37.1	<p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 0.80 and P = 0.20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
38.1	<p>The address for contract negotiations is:</p> <p>Lake Victoria Fisheries Organization, Busoga Square, Plot No. 7B/E, Bell Avenue, Jinja P.O. Box 1625, Jinja, Uganda</p>
45.1	<p>The assignment is expected to commence on 2nd January 2020 after signature of the Contract</p>

Section 3: Proposal Forms

3A. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

- 3A1 Technical Proposal Submission Form
- 3A2 Consultant's Organization and Experience
 - a. Consultant's Organization
 - b. Consultant's Experience
- 3A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the LVFO
 - a. On the Terms of Reference
 - b. On the Counterpart Staff and Facilities
- 3A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 3A5 Work Schedule
- 3A6 Team Composition and Task Assignments
- 3A7 Staffing Schedule
- 3A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 3A1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of LVFO]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy]².

We hereby declare that all the information and statements made in this Proposal are true and accept that the any misinterpretation contained I it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 45.1 of the Proposal Data Sheet.

We also confirm that our Government of..... (state your government) has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

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

We remain,

Yours sincerely,

Authorised Signature <i>[in full and initials]</i>	
Name and title of Signatory	
Name of Firm	
Address	

²[Delete in case no association is foreseen.]

Consultant's Organisation

[Provide here a brief description (maximum two pages) of the background and organization of the Consultant]

Consultant's Experience

**Major Work Undertaken during the last Five Years that best
Illustrates Qualifications**

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organisation: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Person-Months
Name of associated Consultants, if any:		Nº of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Staff:		

Firm's Name:	
Authorised Signature:	

**Form 3A3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff
and Facilities to be provided by the LVFO**

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the LVFO according to Clause Reference 17.3 of the Proposal Data Sheet.]

Form 3A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the LVFO), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the LVFO and other institutions involved in the project also should be provided.]

Form 3A5 Work Schedule

N°	Activity ¹	Months ²												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as LVFO approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 3A6 Team Composition and Task Assignments

i) Professional Staff				
Name of Staff	Firm/Organisation	Area of Expertise	Position Assigned	Task Assigned

Form 3A7 Staffing Schedule1

N°	Name of Staff	Staff-month input by month ¹													Total staff-month input		
		1	2	4	4	5	6	7	8	9	10	11	12	N	Home	Field ²	Total
1																	
2																	
3																	
n																	
													Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

Form 3A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH				
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION:	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading	Writing
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<i>[The Consultant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i>			
	<i>[starting with position list in reverse order every employment held and state the start and end dates of each employment]</i>	<i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>			
	EMPLOYER 1	FROM:	TO:		
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>		
	EMPLOYER 2	FROM:	TO:		
	EMPLOYER 3	FROM:	TO:		
	EMPLOYER 4 (etc)	FROM:	TO:		
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>			

12. CERTIFICATION

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

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

3B. Financial Proposal - Standard Forms

[Forms 3B1 to 3B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 17 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]

3B1 Financial Proposal Submission Form

3B2 Summary of Costs

3B3 Breakdown of Staff Remuneration

3B4 Breakdown of Reimbursable expenses

3B5 Breakdown of Taxes

Form 3B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of LVFO]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of local taxes, which we have estimated at [insert amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 19.1 of the Proposal Data Sheet.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
----------------------------	--------	-----------------------------------

We also declare that the Government of (state your government)., has not declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 3).

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

Signed

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

Form 3B2 Summary of Costs

Cost Component	Costs
Staff Remuneration (1)	
Reimbursable Expenses (1)	
Sub-Total	
Local Taxes (1)	

1# Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 3B3, 3B4 and 3B5.

Form 3B3 Breakdown of Staff Remuneration

Name ¹	Position ²	Staff-month Rate ³	Input ³ (Staff-months)	[Indicate Sub Cost for each staff] ⁴
Staff				
		Head Office		
		Field		
Total Costs				

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Positions must coincide with the ones indicated in Form 3A7.
- 3 Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
- 4 For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

Form 3B4 Breakdown of Reimbursable Expenses

N°	Description ¹	Unit	Unit Cost ²	Quantity	[Indicate sub cost for each item] ³			
	Per diem allowances	Day						
	Travel expenses	Trip						
	Expenses related to field work, consultations and disseminations							
	Cost of printing and dispatching of the Reports							
	Other transportation costs							
	Others (specify)							
Total Costs								

- 1 Delete items that are not applicable or add other items according to Clause 17.3 of the Proposal Data Sheet.
- 2 Indicate unit cost.
- 3 Indicate the cost of each reimbursable item. $Cost = Unit\ Cost \times Quantity$.

Form 3B5 Breakdown of Taxes

Sl. No.	Description ¹	Unit	Unit Cost ²	Quantity	[Indicate cost for each item] ³			
	Local Withholding Tax 6%							

1. Describe any relevant tax or taxes
2. Indicate Unit Cost
3. Indicate Cost of each item: Unit Cost x Quantity

SECTION 4: TERMS OF REFERENCE

Procurement Reference Number: **LVFO/SRVCS/ICS/2020-2021/004**

(CONSULTING SERVICES – INDIVIDUAL CONSULTANT SELECTION)

1.0 INTRODUCTION

Lake Victoria Fisheries Organization (LVFO) is an institution of the EAC, established to manage and develop Fisheries and Aquaculture in the Partner States. The LVFO is an Inter-Governmental Organization registered with the United Nations (UN) as foreseen under Article 102 of the UN Charter. It is also a Regional Fisheries Management Organization (RFMO) foreseen under the Rome Statute. It is an “overlay” institution, made up of East African fisheries departments/ministries, fisheries research institutes, committees and working groups and coordinated by a Secretariat.

The principle objectives of LVFO are to foster co-operation among the Contracting parties, harmonize national measures for the sustainable utilization of the fish and related living resources, develop and adopt conservation and management measures, develop aquaculture, undertake research and build institutional capacity.

Although the region has depended on Lake Victoria as a principal source of fish and fish products, the lakes production has been either stagnant or on a downward trend. Aquaculture has over the years emerged as an important sub-sector which can augment the fishery. Similarly, the development of fisheries in small water bodies, including rivers, dams and satellite lakes has become necessary as a means to improve livelihoods of fisher community within the EAC. The resilience of communities to adapt to climate changes has been affected by the emergence of new threats to fishery development, including resultant perturbations of ecosystem health.

The LVFO member states collaborate on fisheries management and research through an ecosystem approach in order to harmonize policies in the fisheries areas. It also ensures that fish and fishery products are available on sustainable basis for consumption in East Africa and continued access to regional and international markets.

Vision

“A Competitive and Sustainable Fisheries and Aquaculture Industry in the East African Community”.

Mission

Its Mission is “To promote Sustainable Management and Development of Fisheries and aquaculture in the East African Community for Food Security and Wealth creation”.

Objective

The Objectives of LVFO is to foster co-operation among the Partner States, harmonize national measures for the sustainable utilization of the fisheries and aquaculture resources of the East African Community water bodies, and to develop and adopt conservation and management measures.

2.0 Background to the consultancy

The LVFO's current operational strategy is covered by LVFO Strategic Plan Vision 1999-2015 which is about to expire hence the need to develop a Strategic Plan. Following the integration of LVFO in the EAC to serve as fisheries and aquaculture technical arm, the mandate of LVFO has been expanded to incorporate all the EAC Partner States in line with the vision and development strategy of the EAC. The EAC is in the process of finalizing the 6th Strategy and development plan 2021 – 2025. Likewise, the LVFO intends to develop a Strategic Plan for the period 2021-2025 in line with the EAC 6th strategy and Development plan.

2.1 Objectives of the Consultancy/Assignment

The overall objective of the consultancy is to develop a five-year LVFO Strategic Plan (2021-2025) through a participatory process involving all the key stakeholders within the framework of the Treaty for the establishment of the East African Community and the LVFO Convention. The Strategic Plan will identify strategic issues that LVFO needs to address in the next five years bearing in mind the constantly emerging issues. It should clearly identify strategic objectives, key initiatives (with relevant details including key outputs, annual targets, key activities, indicative resources requirement, timeframe and responsible actors) and a monitoring and evaluation framework. The consultant must also review/update the communication strategy, information packaging strategy and resource mobilization plan to facilitate implementation of the new Strategic Plan.

2.2 Specific Objectives

The specific objectives of the consultancy are to:

- (i) Evaluate the implementation of the current Strategic plan for Lake Victoria (2016 – 2020) and LVFO delivery capacity
- (ii) Undertake a situation analysis of the institutional, national, regional and international fisheries and aquaculture and any other related instruments (policies, strategies, etc.)
- (iii) Assess the key strategic issues including constraints, challenges and opportunities to be addressed in the proposed strategy.
- (iv) Develop a Strategic Plan comprising renewed mission, vision, strategic objectives and key initiatives with implementation plans, performance indicators and monitoring and evaluation framework for the period 2021-2025.
- (v) Recommend the most appropriate changes to the institutional structure, business processes, resource mobilization plan, communication strategy and information packaging strategy to facilitate implementation of the strategic plan.

2.3 Detailed Tasks under each specific objective

Objective 1: Evaluate the implementation of the Strategic plan for Lake Victoria Fisheries Organization (2016–2020) and delivery capacity.

- Establish the level of achievement of the milestones/targets; identify constraints and challenges to be addressed in the proposed strategy.
- Assess the institutional delivery capacity.
- Assess the significant changes in the social-economic lifestyles of the targeted communities due to the interventions carried out during the implementation of the Strategic Plan;

- Focus on the impact and sustainability of the interventions created in/on the targeted communities.
- Assess the current level of LVFO visibility.

Objective 2: Undertake a situation analysis of the institutional, national, regional and international fisheries and aquaculture and any other related instruments (policies, strategies, standards, etc.).

- Assess the external environment, Institutional Frameworks, National and Regional policies, and strategies related to fisheries and aquaculture development and management.
- Assess the status of Fisheries and Aquaculture in EAC (demand, stocks, production and support capacities).
- Institution situational analysis (fisheries and management and development, aquaculture management and development, fisheries resources monitoring and research, fish trade, marketing and quality assurance, and data/information packaging and dissemination)
- Identify weaknesses in linkages between national institutions and decentralized Governments and propose remedial measures.
- Analysis of fisheries and aquaculture policies and other instruments relevant to Strategic Plan.
- Undertake a comprehensive stakeholder analysis and mapping exercise and identify their expectations and aspirations.

Objective 3: Assess the key strategic issues including constraints, challenges and opportunities to be addressed in the proposed strategy.

- Facilitate the identification and prioritization of the key organizational strategic issues, areas of focus and potential approaches through a participatory process.

Objective 4: Formulate development of renewed mission and vision for LVFO in line with those of the East African Community.

Objective 5: Develop strategic objectives with implementation and M&E plans for the period 2021-2025

- Develop a log frame indicating the priority programs, strategic objectives, key outputs, and annual targets, key activities, indicative resources requirement, timeframe and responsible actors.
- Develop a comprehensive monitoring and evaluation framework that will include a set of key performance indicators, Objectively Verifiable Indicators (OVIs) and targets
- Hold consultations with the relevant stakeholders
- Develop a Draft Strategic Plan/draft report
- Facilitate stakeholders' workshops to validate the Draft Strategic Plan and share and solicit comments/inputs.
- Present draft and final reports to relevant stakeholders and thereafter;
- Produce a well written and reader friendly Strategic Plan Document 2021-2025.

Objective 6: Recommend the appropriate changes to the institutional structure and business processes to facilitate implementation of the new Strategic Plan:

- Carry out a review of the studies already undertaken on the institutional arrangement of LVFO
- Perform situation analysis on the function of LVFO with a focus on the institutional structure and business processes.
- Propose appropriate improvements to the organizational structure and business processes.

Objective 7: Review and recommend improvements to the existing resources mobilization strategy, information packaging plan and communication plan to facilitate implementation of the Strategic Plan.

3.0 Approach and Methodology

The assignment will involve desk reviews, field visits and stakeholders' consultations. The LVFO secretariat will provide the consultant with a strategic planning task force with staff from the relevant institutions in addition to access to information resources. The strategic planning task force will provide the consultant with working space in the relevant Institutions where required and assist in the organization of the national stakeholder workshops. LVFO Secretariat will coordinate and fund national consultative workshops and the regional stakeholder's validation meeting. Other consultations or interactions may be identified by the consultant with particular stakeholder groups or key individuals. The process for consolidating and validating priorities and strategies with key stakeholders will be led by the LVFO Secretariat and the Senior Officials. It is imperative that the consultant works closely with the strategic planning task force.

The above activities that constitute the scope of work will be carried out using mainly desk research and virtual interviews and face to face consultations whenever possible (mindful of the travel restrictions due to the COVID-19 Pandemic). The Consultant shall work closely with the LVFO Secretariat to provide expertise in developing the Strategic Plan. The consultant will also identify other key players to be consulted in the development of the Strategic Plan 2021-2025, the Resource Mobilization Plan, Information Packaging Plan and Communication Plan.

4.0 Qualifications and Experience of the Consultant

The consultant is expected to have expertise in strategic and development planning, management sciences, socio-economics, communication, financial and business management, fisheries and aquaculture. The consultant shall have expertise working within the East African region in the mentioned fields.

The Individual Consultant/Team Leader is expected to have the following detailed qualifications and experiences:

4.1 Qualifications of the lead consultant

- a) At least a postgraduate qualification in management sciences, business management, governance, planning, law, fisheries/aquaculture or a related discipline.
- b) Specific training in strategy formulation, project design, monitoring and evaluation or any other field related to this assignment.

4.2 General and Specific Experience

The Consultant shall have demonstrated knowledge of multi-stakeholder consultations to support policy, strategy and institutional development; and;

- a) Must have led a strategy development for at least three national/ regional institutions engaged in fisheries or agriculture sector in the past ten (10) years.
- b) Must have led development of monitoring and evaluation plans and mobilization plans for at least three major projects or institutions in the past ten (10) years for each type of plan.
- c) Must have developed at least one communication strategy for a major institution
- d) Demonstrated experience in assessing Institutional development, change management and Institutional capacity strengthening and;
- e) Specific experience in strategy formulation, policy development, project design, developing national guidelines/standard Operating Procedures and regulations.
- f) Demonstrated effective leadership and management of equivalent analytical assignments.
- g) Evidence of having developed a similar document/s for an organization in fisheries/aquaculture, natural resources management, agriculture and a related field is an added advantage.
- h) At least three verifiable references of previous national, regional and International level strategic plans development and evaluation e.g., amongst Regional Economic Communities (EAC, COMESA, SADC, NEPAD, ACP, AU regional cooperation initiatives and Development Partners will be an added advantage. However, must have worked in projects in at least two of the four Partner States.
- i) Demonstrated understanding of ongoing discourse on Fisheries or Aquaculture policies.

4.3 Other competences

- Proven Communication and facilitation skills, Language skills in English (Proficiency in Kiswahili or French is an added advantage)
- All experts must be independent and free from conflicts of interest in the responsibilities they take on.

4.4 Qualifications of the Co-consultant

- A postgraduate qualification in one of the fields in Section 4.1 above, but different from that of the Lead Consultant. Either the Lead Consultant or the Co-consultant must be an expert in fisheries/aquaculture. The Co-consultant shall be accountable to the Lead Consultant.

5.0 Deliverables, Reporting requirements and Time frames

It is estimated that the study shall take no more than Thirty (30) consulting days spread over a maximum of five months. The assignment is anticipated to start in November 2020 and the final deliverable received by 31st March 2021. Before commencing with the assignment, the Consultant will produce a Workplan.

5.1 Deliverables

The primary deliverables for this assignment are:

- (i) A Current Strategic Plan (2016-2020) Review Report
- (ii) New Strategic Plan (2021-2025)
- (iii) Revisions to the existing Institutional Structure
- (iv) Revised Resource Mobilization Plan
- (v) Revised Communication Plan

And these are expected to be delivered as below;

- (vi) Inception Report: Within Seven (07) days after signing of the contract, the Consultant shall be required to submit an Inception report including a proposed work plan and methodology of the study for approval by LVFO. Once approved, the inception report becomes the key management document for the assignment, guiding strategic plan delivery in accordance with LVFO expectations.
- (vii) Interim report and respective plans by 11th January 2021
- (viii) Draft current review report and plans (2021-2025) by 1st February 2021: After the inception report approval, the consultant shall engage in Consultative work and drafting of the draft strategic plan and report to be reviewed by LVFO. The draft should follow EAC/LVFO standard format.
- (ix) Final current review report and plans (2021-2025) by 15th March 2021: After the validation workshop. The Strategic Plan should include an Executive Summary and Appendices but should not exceed 30 pages (excluding Executive Summary and Appendices). In general, the report should be technically easy to comprehend even for non-specialists, containing detailed lessons learned and recommendations.

The draft and final versions of the deliverables shall be presented for review at a stakeholders' validation workshop before conclusion of the assignment and the payment being effected. The Consultant may also be required to provide a presentation to the LVFO Council envisaged in March 2021.

5.2 Reporting arrangements

All reports and communication materials developed by the consultant during this assignment shall revert to the LVFO Secretariat, addressed to the Executive Secretary, in each instance not later than fourteen (14) days after the end of any review/validation exercise. In addition, soft copies (MS Word and MS Excel) of the reports will be submitted on eight (8) CDs when submitting the draft and final reports of this assignment. All the reports shall be in English language and submitted in eight (8) neatly spiral bound copies, with an attractive outlay and shall contain the main text and annexure, with figures/frameworks, illustrations and/or logical flow diagrams.

The Consultant is required to read and understand these ToRs and propose a timeline not exceeding Thirty (30) days with a **budget lumpsum not surpassing USD 25,000**.

6.0 Responsibilities of the Client (LVFO)

6.1 Consultancy Fees

The Consultant will be selected under the Quality and Cost Based Selection and the lumpsum payment shall not exceed USD 25,000.00 as Consultancy fees and reimbursables for this assignment.

Required: A Lump Sum Price showing all costs for the assignment, broken down into fees and reimbursable and all miscellaneous costs. (Form 3B Financial Proposal)

Payment shall be tagged to the following primary deliverables i.e a Review Report of the Current Strategic Plan (2016-2020), a New Strategic Plan (2021-2025), a Resource Mobilization Plan, and a Communication Plan as below;

- (i) 30% of contract sum shall be paid upon submission of acceptable Inception Report with a detailed work plan;
- (ii) 20% Interim reports and plans

(iii) 20% of contract sum shall be paid upon submission of acceptable Review Report of the current Strategic Plan (2016-2020), draft New Strategic Plan (2021-2025), Proposed changes to the Institutional Structure, draft Resource Mobilization Plan, and draft Communication Plan; After the validation workshop.

(iv) 30% of contract sum shall be paid upon submission of acceptable final review report on the current Strategic Plan (2016-2020), new Strategic Plan (2021-2025), new Resource Mobilization Plan, and final Communication Plan. After the validation workshop.

At each stage there shall be discussions on the report with the appointed LVFO Strategic Planning Task Force and payment shall be made after the resultant report is deemed satisfactory by the LVFO Secretariat.

6.2 Supervision Arrangements

The Individual Consultant shall work under the overall supervision of the Executive Secretary (LVFO) or a designated appointee and in accordance with the agreed work plan. The LVFO desk officers, constituted into the Strategic Planning Task force will be the main focal persons in the Partner States. The Consultant shall report directly to the Executive Secretary from time to time on the progress of this assignment.

6.3 Facilities

The Client shall ensure that the Consultant is adequately supported and equipped to concentrate on their primary responsibilities. The Client shall therefore;

- (i) Work with Partner States to identify strategic planning task force;
- (ii) Convene and organize the Regional validation workshops where required;
- (iii) Introduce the Consultant to the different Institutions for consultations;
- (iv) Provide office space for consultant to carry out their work;
- (v) Pay the consultant as per terms of the contract;
- (vi) Provide access to available relevant reference documents;

6.4 Key reference documents

The LVFO will provide all relevant reference documents including and not limited to the following;

- (i) LVFO Strategic Plan 2016 – 2020
- (ii) LVFO Convention
- (iii) LVFO Annual reports (FYs 2016/17, 2017/18, 2018/19)
- (iv) LVFO Staff rules and Regulations
- (v) LVFO Financial rules and Regulations
- (vi) Any other document that may be deemed necessary for the assignment

7.0 Submission of Proposals

Interested Consultants should preferably submit their Proposals ELECTRONICALLY and comprising a ‘technical proposal’ and a ‘financial proposal’, in separate folders, to the **Email: procurement@sec.lvfo.org. ONLY** (Sending one email with one complete zipped folder, is preferred). **The Financial Proposal should be password protected** and the title of the Assignment and Procurement reference number clearly indicated in the subject of the email.

Consultants are required to submit the following documents for LVFO’s consideration:

- Detailed Technical Proposal (including work-plan, technical approach and methodology to carry out the consultancy)
- Detailed Curriculum Vitae of the Consultant
- Understanding and interpretation of the TOR
- Full List of Publications and reports produced which are related to the assignment
- Financial proposal
- At least Two (02) reference letters from previous clients, preferably from an organization of a size and mandate similar to the LVFO's or larger

The deadline for submission of Proposals is: **5th November 2020 at 3:00pm local time.**

Alternatively, clearly marked, sealed bids comprising a 'technical proposal' and a 'financial proposal' in separate sealed envelopes can be hand delivered, or sent by courier to the address below, before the deadline date mentioned above. Proposals will be opened publicly in the presence of the Consultants' representatives who choose to attend at the address below **at 3:15 p.m. on 5th November 2020 in the LVFO Boardroom. Bid Opening proceedings will also be broadcast virtually via a ZOOM link to be shared with interested Consultants.** A bid opening report shall thereafter be circulated to the emails of all participating Consultants. Late submissions shall be rejected.

The planned procurement schedule (subject to changes) is as follows:

Activity (where applicable)	Estimated Date
a. issue of RFP	2 nd October 2020
b. Pre proposal meeting	N/A
c. Bid closing/opening date; time	5th November 2020; 3:00 p.m.
d. Evaluation process	By 13 th November 2020
e. Contract Signature	By 23 rd November 2020

Name: Dr. Shigalla B. Mahongo
Position of Authorised Official: The Executive Secretary,
Lake Victoria Fisheries Organization (LVFO)
Busoga Square Plot No. 7B/E Bell Avenue
P. O. Box 1625, Jinja – Uganda.
Email: procurement@sec.lvfo.org
Website: www.lvfo.org

Attn: The Head of Procurement

SECTION 5: DRAFT CONTRACT

**CONTRACT FOR PROVISION OF CONSULTANCY SERVICES FOR THE EVALUATION
OF THE LAKE VICTORIA FISHERIES ORGANIZATION STRATEGIC PLAN 2016-2020
AND THE DEVELOPMENT OF THE LVFO STRATEGIC PLAN (2021-2025)**

BETWEEN

LAKE VICTORIA FISHERIES ORGANIZATION

AND

[Name of Consultant]

[Procurement Reference No.]

[Date]

SECTION 1: FORM OF CONTRACT

This Contract (together with all Appendices attached hereto and forming part hereof, called the “Contract”) is made this day of the year Twenty twenty between **The LAKE VICTORIA FISHERIES ORGANIZATION** of Post Office Box 1625, Jinja, Uganda (*hereinafter referred to as “the LVFO”*) on the one hand and **[Name of Consultant]** (*hereinafter referred to as “the Consultant”*) on the other hand.

WHEREAS

- (a) the LVFO has requested the Consultants to provide Consultancy Services to as defined in this Contract (hereinafter called the “Services”); and
- (b) the Consultants, having represented to the LVFO that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
 - (a) The Form of Contract;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC),
 - (d) The Appendices (1 to 6).
 - Appendix 1: Description of the Services
 - Appendix 2: Reporting Requirements
 - Appendix 3: Personnel and Sub Consultants
 - Appendix 4: Hours of Work for Personnel
 - Appendix 5: Obligations of the LVFO
 - Appendix 6: Cost Estimates
2. The mutual rights and obligations of the LVFO and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
 - (b) the LVFO shall make payments to the Consultant in accordance with the provisions of the Contract; and
 - (c) the Consultant understands that the LVFO is tax exempt and accordingly, will pay no taxes on the fees charged by the Consultant PROVIDED that the LVFO shall furnish the Consultant with the necessary exemption certificate or other documentary evidence acceptable to the relevant tax authorities and shall indemnify the Consultant in the event that the Consultant is required to pay such taxes.
3. In consideration of the services provided, providing the services,

- (a) EAC shall pay the Consultant a consultancy fee in the sum of United States Dollars [amount]
- (b) Reimbursable expenses as specified in Appendix 6 of this Contract

4. The Consultancy fee will be paid as agreed in the negotiation:

- (a) ...% of the total consultancy fee upon submission of acceptable Inception Report
- (b) ...% of the total consultancy fee upon submission of acceptable Draft Report;
- (c)% of the total consultancy fee upon submission and approval of Final Report.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (Authorized Representative LVFO)

Name: _____ Position: _____

Date

In the presence of:

Name: _____ Position: _____

Date

Signed by _____ (Consultant)

Name: _____ Position: _____

Date

In the presence of:

Name: _____ Position: _____

Date

Company Stamp:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The **“LVFO”** is the party named in the SCC who engages the Consultant to perform the Services.
 - (b) **“Completion”** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (c) The **“Completion Date”** is the date of actual completion of the fulfilment of the Services.
 - (d) The **“Consultant”** is the organisation whose proposal to perform the Services has been accepted by the LVFO and is named as such in the SCC and the Contract Agreement.
 - (e) **“Contract Agreement”** means the Agreement entered into between the LVFO and the Consultant together with the Contract Documents.
 - (f) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
 - (g) **“Day”** means calendar day.
 - (h) **“EAC”** East African LVFO
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to GCC Clause 18.
 - (j) **“GCC”** mean the General Conditions of Contract.
 - (k) The **“Intended Completion Date”** is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
 - (l) **“Member”** means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and **“Members”** means all these entities.
 - (m) **“Month”** means calendar month
 - (n) **“Party”** means the LVFO or the Consultant, as the case may be, and **“Parties”** means both of them. Third party means any party other than LVFO and Consultant.
 - (o) **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and **“Key Personnel”** means the Personnel referred to in GCC Sub Clause 24.1.
 - (p) **“Reimbursable expenses”** means all assignment-related costs other than Consultant’s remuneration.
 - (q) **“Remuneration”** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
 - (r) **“SCC”** means the Special Conditions of Contract.
 - (s) **“Executive Secretary”** Means the Executive Secretary of the East African LVFO.

- (t) **“Services”** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
- (u) **“Sub-Consultant”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (v) **“Third Party”** means any person or entity other than the Government, the LVFO, the Consultant or a Sub-Consultant.
- (w) **“Writing”** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The LVFO as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 In pursuance of this requirement, the LVFO shall:

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
- (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;

if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the LVFO, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the LVFO related to matters of alleged fraud or corruption shall be in writing.

3.4 The LVFO defines, for the purposes of this provision, the terms set forth below as follows:

- (a) *“corrupt practice”* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of the LVFO or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, the LVFO in connection with the procurement proceeding;
- (b) *“fraudulent practice”* means a misrepresentation or omission of facts in order to influence procurement proceedings or the execution of a contract to the detriment of the LVFO;

- (c) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the LVFO (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the LVFO of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

4. Interpretation

- 4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.
- 4.2 Entire Agreement
 - (a) The Contract constitutes the entire agreement between the LVFO and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
- 4.3 Amendment
 - (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Non-waiver
 - (a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - (b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability
 - (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4.6 Phased completion
 - (a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the

Completion Date and Intended Completion Date for the whole of the Services).

- 5. Documents Forming the Contract and Priority of Documents**
- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) The Contract Agreement;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC),
 - (d) The Appendices (1 to 6).
- 6. Eligibility**
- 6.1 The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.
- 7. Governing Language**
- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the LVFO shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 8. Applicable Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Uganda.
- 9. Contractual Ethics**
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Proposal or the Contract, shall have been given or received in connection with the selection process or in the contract execution.
- 10. Joint Venture, Consortium or Association (JVCA)**
- 10.1 If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the LVFO for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the LVFO.
- 11. Communications and Notices**
- 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address specified in the SCC.
- 11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 12. Assignment**
- 12.1 Neither the LVFO nor the Consultant shall assign, in whole or in part,

their obligations under this Contract.

- | | | |
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| 13. Relation between the Parties | 13.1 | Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the LVFO and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 14. Site | 14.1 | The Services shall be performed at such locations as are specified in Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the LVFO may approve. |
| 15. Authority of Member in Charge | 15.1 | In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the LVFO under this Contract, including without limitation the receiving of instructions and payments from the LVFO. |
| 16. Authorized Representatives | 16.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the LVFO or the Consultant may be taken or executed by the officials specified in the SCC. |
| 17. Taxes and Duties | 17.1 | The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price. |

B. Commencement, Completion and Modification of Contract

- | | | |
|--|------|--|
| 18. Effectiveness of Contract | 18.1 | The Contract shall come into force and effect on the date (the "Effective Date") of the LVFO's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 19. Termination of Contract for Failure to Become Effective | 19.1 | If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 20. Commencement of Services | 20.1 | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC. |
| 21. Expiration of Contract | 21.1 | Unless terminated earlier pursuant to GCC Clauses 51 to 54 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 22. Modifications or Variations | 22.1 | Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Clause 44.2, however, each Party shall give due |

consideration to any proposals for modification or variation made by the other Party.

C. Consultant's Personnel and Sub-Consultants

- 23. General** 23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
- 24. Description of Personnel** 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3.
- 25. Approval of Personnel** 25.1 The LVFO hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the Contract. Except as the LVFO may otherwise agree, no changes shall be made in the Key personnel.
- 26. Working Hours, Overtime, Leave** 26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.
- 26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the Contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.
- 27. Removal and/or Replacement of Personnel** 27.1 If the LVFO:
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
 - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Consultant shall, at the LVFO's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the LVFO.
- 27.2 In the event that any personnel is found by the LVFO to be incompetent or incapable if discharging the assigned duties, the LVFO may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the LVFO, or to resume the performance of the Services itself.

D. Obligations of the Consultant

- 28. Standard of Performance** 28.1 The Consultant shall:
- (a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices;
 - (b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the LVFO; and

- (c) at all times support and safeguard the LVFO's legitimate interests in any dealings with Sub Consultants or Third Parties.
- 29. Law Governing Services** 29.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
- 30. Conflict of Interests** 30.1 The Consultant shall hold the LVFO's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 31. Consultant Not to Benefit from Commissions, Discounts** 31.1 The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder.
- 32. Consultant and Affiliates not to Engage in Certain Activities** 32.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
- 33. Prohibition of Conflicting Activities** 33.1 The Consultant shall not engage, either directly or indirectly, in any business or professional activities in Uganda that would conflict with the activities assigned to them under this Contract.
- 34. Liability of the Consultant** 34.1 The Consultant shall be responsible for, and shall indemnify the LVFO, in respect of loss of or damage to equipment and materials furnished by the LVFO, or purchased by the Consultant in whole or in part with funds provided by the LVFO.
- 34.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 34.3 The Consultant shall indemnify the LVFO from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the LVFO during or in connection in the Services by reason of:
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - (b) plagiarism or alleged plagiarism by the Consultant.
- 34.4 The Consultant shall indemnify, protect and defend at their own expense the LVFO, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 28 provided, however, that the ceiling on the Consultant's liability under GCC Clause 28 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct.
- 34.5 In addition to any liability the Consultant may have under GCC Clause 28,

the Consultant shall, at their own cost and expense, upon request of LVFO, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 28.

- 35. Insurance to be taken out by the Consultant**
- 35.1 The Consultant shall:
- (a) take out and maintain, at its own cost, but on terms and conditions approved by the LVFO, insurance against the risks, and for the coverage specified in the SCC; and
 - (b) at the LVFO's request, shall provide evidence to the LVFO showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 36. Accounting, Inspection and Auditing**
- 36.1 The Consultant shall:
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof; and
 - (b) periodically permit the LVFO or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the LVFO, if so required by the LVFO as the case may be.
- 36.2 The Consultant shall furnish the LVFO such information relating to the Services as the LVFO may from time to time reasonably request.
- 37. Reporting Obligations**
- 37.1 The Consultant shall submit to the LVFO the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
- 38. Proprietary Rights on Documents Prepared by the Consultant**
- 38.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the LVFO under this Contract shall become and remain the absolute property of the LVFO, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the LVFO. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 39. Proprietary Rights on Equipment and Materials Furnished by the LVFO.**
- 39.1 Equipment, tools and materials made available to the Consultant by the LVFO, or purchased by the Consultant wholly or partly with funds provided by the LVFO, shall be handed over to the LVFO on termination or expiration of the Contract, or may be disposed of in accordance with the LVFO's instructions.

E. Obligations of the LVFO

- 40. Assistance and Exemptions**
- 40.1 The LVFO shall provide to the Consultant any such assistance as may be specified in the SCC and that may be necessary or appropriate for the

prompt and effective implementation of the Services.

- 41. Services, Facilities and Property of the LVFO** 41.1 The LVFO shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
- 42. Counterpart Personnel** 42.1 The LVFO shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the LVFO with the Consultant's advice, if specified in Appendix 5B to the contract.
- 43. LVFO's Representative** 43.1 The Authorised Representative from the LVFO as specified in GCC Sub-Clause 16.1 shall be the LVFO's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the LVFO.

F. Payments to the Consultants

- 44. Cost Estimate of Services: Ceiling Amount** 44.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract. This includes Remuneration as set forth in GCC Sub-Clause 45.1, and Reimbursable Expenses as set forth in GCC Sub-Clause 45.2.
- 44.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 44.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
- 44.3 Notwithstanding GCC Sub Clause 44.2 hereof, if pursuant to any of the GCC Clauses 40 or 42, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub-Clause 44.1, the ceiling set forth in GCC Sub-Clause 44.2 shall be increased by the amount of any such additional payments.
- 45. Remuneration and Reimbursable Expenses** 45.1 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services at the rates agreed and specified in Appendix 6 to the Contract and subject to price adjustment, if any, as specified in the SCC. Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).
- 45.2 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
- 46. Terms and Conditions of Payment** 46.1 All payments under this Contract shall be made in United States Dollars (USD) to the account of the Consultant specified in the SCC.
- 46.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the Contract, may be charged to the contingency, provided for only if such

expenditures were approved by the LVFO prior to being incurred.

- 46.3 The LVFO shall pay the Consultant within a number of days specified in the SCC after the receipt by the LVFO of such invoices with supporting documents.
- 46.4 If the LVFO has delayed payments beyond thirty (30) days after the due date, Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 46.5 Payments in respect of the Services shall be made as specified in GCC Clauses from 47-49 inclusive.
- 46.6 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the LVFO may add or subtract the difference from any subsequent payments.
- 46.7 With the exception of the final payment under GCC Clause 49, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Advance Payment

- 47.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:
 - (a) remain effective until the Advance Payment has been fully offset; and
 - (b) be in the format as shown in Appendix 7.
- 47.2 The Advance Payment will be offset by the LVFO in equal instalments against the statements for the number of months of the Services specified in the SCC until the said Advance Payment has been fully offset.

48. Interim Payments

- 48.1 After the end of each calendar month during the period of the Services, the Consultant shall submit to the LVFO, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 47 to 49 for such month. The LVFO shall effect payments within the period specified in GCC Sub-Clause 46.3.

49. Final Payment

- 49.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the LVFO. If the LVFO notifies any deficiencies in the Services, the final report or the final statement, the Consultant shall promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the LVFO.
- 49.2 Any amount paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the LVFO,

provided that such claim is lodged within six (6) months after the acceptance of the final report.

- 50. Suspension of Payments**
- 50.1 The LVFO may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Termination and Settlement of Disputes

- 51. Termination for Default**
- 51.2 The LVFO or the Consultant, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- 51.3 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations under the Contract;
 - (b) If the Consultant submits to the LVFO a statement which has a material effect on the rights, obligations or interests of the LVFO and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the LVFO, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;
 - (d) If the Consultant or the LVFO fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 57.2;
 - (e) If the LVFO fails to pay any money due to the Consultant pursuant to this Contract and not subject to; or
 - (f) If the Consultant or the LVFO fails to perform any other obligation under the Contract.
- 52. Termination for Insolvency**
- 52.1 The Consultant may at any time terminate the Contract by giving notice to the other party if the Consultant becomes bankrupt or otherwise insolvent or goes into liquidation other than for reconstruction or amalgamation.
- 53. Termination for Convenience**
- 53.1 The LVFO, by notice sent to the Consultant, may in its sole discretion, and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience.
- 54. Termination because of Force Majeure**
- 54.1 The LVFO and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days.

- 54.2 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 55. Cessation of Services** 55.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 51 to 54, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- 56. Payment upon Termination** 56.1 Upon termination of the Contract pursuant to GCC Clauses 51 to 54, the LVFO shall make the following payments to the Consultant:
- (a) remuneration pursuant to GCC Sub-Clause 45.1 for Services satisfactorily performed; and
 - (b) Reimbursable expenditure pursuant to GCC Sub-Clause 45.2 for expenditures actually incurred.
- 57. Settlement of Disputes** 57.1 Amicable Settlement
- (a) The LVFO and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 57.2 Arbitration
- (a) If the dispute cannot be settled amicably the same may be settled through arbitration in accordance with the provisions of the East African Court of Justice in Arusha Tanzania.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

Clause	
1.1 (a)	<i>The Client is:</i> The Executive Secretary, Plot 7B/E, Bell Avenue, Busoga Square, P.O. Box 1625, Jinja, Uganda; Telephone: 256 434 125000; Email: procurement@sec.lvfo.org
1.1 (b)	<i>The Consultant is:</i>
1.1 (c)	The Intended Completion Date is 31st March 2021
6.1	Non- eligible countries are: None
7.1	The governing language shall be English
11.1	<p>The addresses for <u>Communications and Notices</u> are:</p> <p><i>for the Procuring and Disposing Entity:</i></p> <p>Attention: Executive Secretary Street Address: Plot 7B/E, Bell Avenue, Busoga Square Town/City: Jinja Postal Address: 1625 Country: Uganda Telephone: +256 434 125000 /Ext. 5070 Electronic mail address: procurement@sec.lvfo.org</p> <p><i>for the Consultant:</i></p> <p>Attention: Town/City: Postal Address: Country: Telephone: Electronic mail address:</p>

<p>16.1</p>	<p>The Authorised Representatives are:</p> <p><i>for the Procuring and Disposing Entity:</i> Attention: Executive Secretary Street Address: Plot 7B/E, Bell Avenue, Busoga Square Town/City: Jinja Postal Address: 1625 Country: Uganda Telephone: +256 434 125000 Electronic mail address: procurement@sec.lvfo.org</p> <p><i>for the Consultant:</i> Attention: Town/City: Postal Address: Country: Telephone: Electronic mail address:</p>
<p>18.1</p>	<p>The effectiveness conditions are the following: any advance payment must be supported by an Advance Payment Guarantee from a reputable bank in the Region.</p> <p><i>Note: List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by LVFO of advance payment guarantee (see Clause GCC 53. If there are no effectiveness conditions, then state so above.</i></p>
<p>19.1</p>	<p>The time period shall be Thirty (30) man days undertaken between November 2020 and March 2021</p>
<p>20.1</p>	<p>The time period shall be: as above</p>
<p>21.1</p>	<p>The time period shall be: as above</p>
<p>34.4</p>	<p>The ceiling on Consultant’s liability shall be limited to <i>[insert amount]</i></p>
<p>35.1(a)</p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional Liability insurance in accordance with the relevant provisions of the Applicable Law. (b) Employer’s Liability and Workers’ Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services <i>in an amount equal to their full replacement value.</i>

38.1	“The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the LVFO”.
40.1	<p><i>Note: List here any assistance to be provided by the LVFO. If there is no such other assistance, then state “None”.- As indicated in the TOR 6.3</i></p> <p>The Client shall ensure that the Consultant is adequately supported and equipped to concentrate on their primary responsibilities. The Client shall therefore;</p> <ul style="list-style-type: none"> (i) Work with Partner States to identify strategic planning task force; (ii) Convene and organize the Regional validation workshops where required; (iii) Introduce the Consultant to the different Institutions for consultations; (iv) Provide office space for consultant to carry out their work; (v) Pay the consultant as per terms of the contract; (vi) Provide access to available relevant reference documents;
44.2	The ceiling is: <i>[insert amount]</i>
45.1	The prices charged for the Services provided shall be fixed for the duration of the Contract.
45.2	The Reimbursable expenses are set forth in Appendix 6 to the Contract
46.1	The account of the Consultant is: _____
46.3	<p>The LVFO shall effect payment within [30 days of invoicing] days upon submission of specified deliverables and complete documentation in relation to the Consultancy</p> <p>Copy of the contract and submission of acceptable reports in accordance with the terms of reference payment schedule</p>
46.4	<p>The interest rate is <i>[insert rate]</i>.</p> <p><i>[The interest rate shall be normally 1% above the lending rate of scheduled banks in Uganda]</i></p>
47.1	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(1) An advance payment <i>[insert amount]</i> in United States Dollars (US\$) shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the LVFO in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off. Not Applicable</p>
47.2	The number of months for which the Advance payment will be offset is <i>[insert number]</i> months.

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The place of Arbitration is: *the East African Court of Justice in Arusha, Tanzania*

APPENDICES

Appendix 1 Description of the Services

This Appendix will include the final Terms of Reference worked out by the LVFO and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by LVFO, etc.

Appendix 2 Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix 3 Key Personnel and Sub Consultants

List under:

3A Titles and names, detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.

3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in C-1.

Appendix 4 Hours of Work for Key Personnel

List here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

Appendix 5 Obligations of the LVFO

List under:

5A Services, facilities and property to be made available to the Consultant by the LVFO.

5B Professional and support counterpart personnel to be made available to the Consultant by the LVFO.

Appendix 6 Cost Estimates

List hereunder cost estimates:

6A. Monthly rates for Personnel (Key Personnel and other Personnel)

6B. Reimbursable expenses:

1. Per diem allowances.
2. Travel expenses.
3. Printing of documents specified in Appendices 2 hereof.

Appendix 7 Bank Guarantee for Advance Payments

Contract No:

Date:

To:

[Name and address of LVFO]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Consultant]* (hereinafter called “the Consultant”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to your Special Conditions of Contract Clause 47.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the LVFO and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

BIDDER DUE DILIGENCE FORM

Lake Victoria Fisheries Organization
P. O. Box 1625,
Jinja, Uganda.

INSTRUCTIONS:

1. Complete all sections and return with applicable support documentation to the above address. All the sections of the form and all support documentation shall be submitted in English only. If the documentation is in language other than English or French, it should be accompanied by a certified translation.
2. Incomplete submissions will not be processed.

Section 1: Company Details and General Information		
1. Name of Company:		
2. Street Address (physical location of the registered headquarters):		
3. City:	4. State/Postal Code:	5. Country:
6. P.O Box:	7. Telephone Number:	8. Fax Number:
9. Company Email Address:	10. Company WWW Address:	
11. Contact Name/Title/Address (if different):	12. Telephone Number	
	13. Contact Email Address:	
14. Type of Business (Mark one only): Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Sole Proprietorship: <input type="checkbox"/> Government Agency: <input type="checkbox"/> Other (Specify): _____		

15. Year Established:	16. State/Province/Country where registered:	17. Business registration/license number:	18. Number of full-time employees:
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Section 2: Financial Information

1. Gross Annual Turnover for the last years (please state currency) (indicates the applicable number of years and turnover respectively)

3. Bank Name:	4. Bank Account No.:
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5. Address of Bank (City/State/Region/Postal Code):	6. Country:
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7. Swift Code or ABA Bank or National Clearing Number:	8. Branch <input type="checkbox"/> Main Office: <input type="checkbox"/>
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9. Intermediary Bank (Alternate payee), if required:

10. Bank Name:	11. Bank Account Number:
----------------	--------------------------

12. Address of Bank (City/State/Region/Postal Code):	13. Country:
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14. Swift Code or ABA Bank Number:

Section 3: Technical Capability and Information on Goods/Services Offered:

1. Has your company ever filed or petitioned for bankruptcy or re-organisation? Yes No
 (If yes, please attach a detailed explanation, filing date and current status)

2. Has your company ever been terminated for contract non-performance? Yes No
 (If yes, please attach a detailed explanation)

3. Has your company ever been debarred from Government contracts, ADB, or other International Multilateral/Financial Institution Procurement or project contracts?

Yes No

(if yes, please attach a detailed explanation)

4. Has your company changed name(s) within the last 5 years? Yes No

(If yes, please list former name(s))

Section 4: Goods/Services Classification

1. Indicate your company's primary line of business:

- Manufacturing Distributor Retailer Leasing Wholesaler Maintenance
 Service Consulting Works

Other (please specify) _____

2. Provide a description of your company's primary products/services, in order of competence:

3. Company literature attached:

- Catalogue Brochure Other (specify) _____

I, the undersigned, hereby attest that the information provided herein is complete and correct. The information provided herein including attachments shall become representations under any resulting Contract.

Name (please print):	Signature	Date

Functional Title (please print):

Attachments:

- Annual Reports or audited financial reports for the last 3 years**
- Copy of your company’s environmental policy, if applicable as far as garbage management is concerned.**
- Company literature (catalogues, brochures, etc.)**
- Any other relevant documents.**

Failure to submit the requested support documentation/information (where applicable) may invalidate your application

Send completed application to: procurement@sec.lvfo.org