

# EAST AFRICAN COMMUNITY



**EAST AFRICAN COMMUNITY**  
LAKE VICTORIA FISHERIES ORGANIZATION  
SECRETARIAT



## STANDARD BIDDING DOCUMENT

## PROCUREMENT OF CONSULTING SERVICES

**Subject of Procurement: PROVISION OF TECHNICAL SERVICES FOR THE PREPARATION OF THE MASTER PLAN, DETAILED DESIGNS, BILLS OF QUANTITIES, AND TENDER DOCUMENTS FOR THE CONSTRUCTION OF A MULTI-STOREY BUILDING AT THE LVFO HEADQUARTERS IN JINJA, UGANDA**

**Reference Number: LVFO/SRVCS/2021-2022/002**

**June 2022**

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## Section 1. Letter of Invitation

1. Dear All,
2. The Lake Victoria Fisheries Organization now invites proposals to provide the following consulting services: **Provision of Technical services for the preparation of the Master Plan, detailed designs, bills of quantities, and tender documents for the construction of a multi-storey building at the LVFO Headquarters in Jinja, Uganda.** More details on the services are provided in the attached Terms of Reference.
3. The Bidding Documents has been addressed to the general public.
4. A contractor will be selected under the International Open Bidding procurement method and procedures described in this Bidding Documents.
5. The Bidding Documents includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Bidders
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract
6. Please inform us, upon receipt, within maximum two days:
  - (a) that you received the bidding documents; and
  - (b) whether you will submit a proposal (if not state the reasons).

Yours sincerely,



Dr. Shigalla Mahongo,  
**EXECUTIVE SECRETARY**

## Section 2. Information to Bidders<sup>1</sup>

### Definitions

- (a) “BD” means the Bidding Documents to be prepared by the Contracting Authority for the selection of Contractor, based on the EAC Standard Template.
- (b) “Contracting Authority” means the procurement Authority with which the selected Consultant signs the Contract for the Services.
- (c) “Contractor” means any Authority or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Evaluation Committee” it is a panel of experts appointed by the Contracting Authority and assigned to evaluate the bids.
- (h) “Instructions to Bidders” (Section 2 of the BD) means the document which provides shortlisted Bidders with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the BD) means the Letter of Invitation being sent by the Contracting Authority to the shortlisted Bidders.
- (j) “Personnel” means professionals and support staff provided by the Bidders or by any Sub-Contractors and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Contracting Authority’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Contracting Authority’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “Services” means the consulting services or the work to be performed by the Contractor pursuant to the Contract.
- (m) “Subcontractor” means any person or Authority with whom the Bidder or Contractors intends to subcontracts any part of the Services.
- (n) “Terms of Reference” (TOR) means the document included in the BD as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Contracting Authority and the Contractor, and expected

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<sup>1</sup> This Information to Bidders section shall not be modified. Any necessary changes to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

## Section 2. Information to Bidders

results and deliverables of the assignment.

### 1. Introduction

- 1.1 The Contracting Authority named in **the Data Sheet** will select a firm among those listed in the Letter of Invitation, in accordance with the procurement method indicated in **the Data Sheet**, method detailed in the edition of the Guidelines indicated in **the Data Sheet**.
- 1.2 The shortlisted Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in **the Data Sheet** and presented in details in the Terms of Reference attached as Section 5 of this Bidding Documents. The proposal and the Terms of Reference will be the basis for contract for a signed contract with the successful firm.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in **the Data Sheet**. When the assignment includes several phases, the performance of the Bidder under each phase must be to the Contracting Authority's satisfaction before work begins on the next phase.
- 1.4 The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Bidders are encouraged to request the Contracting Authority to provide further information before submitting a proposal and to attend a pre-bid conference if one is specified in **the Data Sheet**. Attending the pre-proposal conference is optional. The Bidders' representative should contact the Contracting Authority at the address stated in **the Data Sheet** or to obtain additional information on the pre-bid conference.
- 1.5 The Contracting Authority will provide the inputs specified in **the Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal, including a visit to the Contracting Authority, are not reimbursable as a direct cost of the assignment; and (ii) the Contracting Authority is not bound to accept any of the proposals submitted.
- 1.7 The Contracting Authority's policy requires that Bidders provide professional, objective, and impartial advice and at all times hold

## Section 2. Information to Bidders

the Contracting Authority's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Contracting Authority.

- 1.7.1 Bidders will be excluded from the bidding process if it will be in a conflict of interest situation as described below:
- (a) Conflict between consulting activities and procurement of goods, works or services (consulting or general). A bidder or a contractor that has been engaged by the Contracting Authority to provide goods, works, or services for the organization, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder or a contractor hired to provide consulting services for the preparation or implementation of a project, and of its affiliates, shall be disqualified from subsequently providing goods, works or general services resulting from or directly related to the contractor's consulting services for such preparation or implementation.
  - (b) Conflict among consulting assignments: Neither, bidders or contractors (including their personnel and sub-Bidders) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder or contractor. For instance, a contractor assisting the Contracting Authority to implement a project shall not be engaged to prepare an independent assessment for the implementation of the same project, or contractors hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
  - (c) Relationship with Contracting Authority Staff: bidders or contractors (including their personnel and sub-contractors) having business or family relationship with a member of the Contracting Authority or its Organs and Institutions directly or indirectly involved in any part of: (i) the preparation of the TOR or Technical Specification of a contract, (ii) the selection process for
  - (d) such contract, or (iii) the supervision of the contract, may not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner

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acceptable to the Contracting Authority throughout the selection process and the execution of the contract.

- 1.7.2 Since previous or ongoing participation in relation to the assignment by the Bidder, its professional staff, or its affiliates or associates under a contract with the Contracting Authority its Organs and Institutions may result in rejection of the proposal, the bidders should clarify their situation in that respect with the Contracting Authority before preparing the proposal.
- 1.7.3 Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in **the Data Sheet** and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Contracting Authority whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.
- 1.8 It is the Contracting Authority's policy to require that Contracting Authority Staff as well as Bidders under Contracting Authority financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Contracting Authority:
  - (a) defines for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefits or to avoid an obligation;
    - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - (v) "obstructive practice"
      - (aa) deliberately destroying, falsifying, altering or

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concealing material evidence to the investigation or making false statements to investigators in order to materially impede the Contracting Authority, or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Contracting Authority or governmental or inspection and audit rights.

- (b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (i) will reject the bid for award;
  - (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become the Contracting Authority's contractor;
  - (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
  - (iv) will request a the relevant national authorities to conduct a joint investigation with the Contracting Authority to inspect or carry out audits of the bidder /the contractor' accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;
  - (v) will forfeit the bid or performance securities of the bidder /the contractor;
  - (vi) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by the its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contracting Authority's contract are determined and recovered, and
  - (vii) will sue the bidder /contractor to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing

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for the contract in question, if they are not fully recovered by the securities and the payments otherwise due to the bidder/contractor.

- 1.9 Neither the shortlisted Bidders nor their personnel or subcontractor shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Contracting Authority in accordance with the above sub para. 1.8 (d).
- 1.10 Bidders shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 1.11 Without limitation on the generality of this rule, Bidders, and their subcontractors and personnel shall not be hired under the circumstances set forth below:
  - (a) They are bankrupt;
  - (b) Payments to them have been suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their national laws in the total or partial loss of the right to administer and dispose of their property;
  - (c) Legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;
  - (d) They have been convicted, by a final judgment, of any crime or offence concerning their professional conduct;
  - (e) They are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;
  - (f) They have been de-barred by the East African Community pursuant to the provisions in the EAC's Procurement Policies and Procedures Manual 2016
- 1.12 Only shortlisted Bidders are allowed to participate in this bidding process. If a Bidders is shortlisted as Joint Venture or Consortium, the composition of Joint Venture or Consortium can be changed with prior approval of the CONTRACTING AUTHORITY and only if : (i) is supported by solid and objective arguments, (ii) does not alter the competition, (iii) is not generating a conflict of interest, and (iv) is not invalidating the criteria and

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conditions in place when the joint venture or consortium was prequalified.

### 2. Clarification and Amendment of Bidding Documents

2.1 Bidders may request a clarification of any of the Bidding Documents up to the number of days indicated in **the Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Contracting Authority's address indicated in **the Data Sheet**. The Contracting Authority will respond by facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders who intend to submit proposals.

2.2 At any time before the submission of proposals, the Contracting Authority may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the BD. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited Bidders and will be binding on them. The Contracting Authority may at its discretion extend the deadline for the submission of proposals.

### 3. Preparation of Proposal

3.1 Bidders are requested to submit a proposal written in the language indicated in the **Bid Data Sheet**. All correspondence between the Bidder and the Contracting Authority shall be in this language.

#### Technical Proposal

3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this BD in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

- (i) If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or subcontract part of the services to other consulting firms, as appropriate. In case of subcontracting this shall be in **the limit stated in the Data Sheet but under no circumstances shall exceed forty percent (40%) of the total staff-days input**. The Bidders are encouraged to seek the participation of regional Bidders when subcontracting part of the assignment. Under no circumstances, the

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Bidders shall associate with the other short listed Bidders, or their affiliates, invited for this assignment. Affiliates are the group of companies, firms, associations, etc. where the Bidder or any of the major shareholders owns a minimum of twenty percent (20%) of shares of the share capital. For the same purpose, major shareholder is any legal or physical person who owns no less than twenty percent (20%) of the shares of the Bidder.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-days is given in **the Data Sheet**. The proposal shall, however, be based on the number of professional staff-days estimated by the Bidders.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Terms of Reference, preferably working under conditions similar to those prevailing in the country(ies) of the assignment.
- (v) Alternative professional staff shall not be proposed, and **only one curriculum vitae (CV)** must be submitted for each position.
- (vi) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in **the Data Sheet**. It is desirable that the firm's personnel have a working knowledge of the official languages of the country (ies) of the assignment.

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

- (i) Any comments or suggestions on the Terms of Reference on facilities to be provided by the Contracting Authority and on Standard Form of Contract (Form Tech 2).
- (ii) A description of the methodology and work plan for performing the assignment (Form Tech 3).
- (iii) The list of the proposed staff team by specialty, the tasks

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that would be assigned to each staff team member, and their timing (Form Tech 4).

- (iv) CVs recently signed by the proposed professional staff (Form Tech 5). Key information should include number of years working and positions and responsibilities held in various assignments during the last ten (10) years. To be considered during the evaluation, **the CV shall be accompanied by proof of all stated qualifications and working experience.** The proof qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the contracts signed with them. If the language of these documents is not the English language, they shall be accompanied by a certified translation into English.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech 6 and 7).
- (vi) A detailed description of the proposed methodology, staffing, and monitoring of training, if **the Data Sheet** specifies training as a major component of the assignment.
- (vii) Any additional information requested in **the Data Sheet**.

3.5 The Technical Proposal shall not include any financial information. If financial information is included in the technical proposal this will be automatically disqualified.

### **Financial Proposal**

3.6 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the BD documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents,

## Section 2. Information to Bidders

surveys, and training, if it is a major component of the assignment. The Reimbursable expense shall cover **only** the cost indicated in **the Data Sheet**. All other cost estimated by the bidders for the execution of the assignment shall be included in the daily fees of the experts.

- 3.7 The Financial Proposal **shall not** include the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law in Uganda or in the countries of assignment, on the Bidders, the subcontractors, and their personnel (other than nationals or permanent residents of Uganda), unless **the Data Sheet** specifies otherwise. For this purpose, the bidders', the subcontractors' and their personnel' home countries shall not be considered as countries of assignment.
- 3.8 If so specified in **the Data Sheet**, the Financial Proposal **must** include, without any modification, the amount indicated as fixed reimbursable expenses, to cover for the expenditures already priced by the Contracting Authority (ie, cost of trainings, cost of study tours, cost of financial audits, cost of equipments, etc).
- 3.9 The total budget available for this assignment, including the taxes indicated at para. 3.7 and the reimbursable expenses indicated at para 3.8, is indicated in **the Data Sheet**. **Financial Proposal exceeding the available budget will be rejected as non responsive.**
- 3.10 Bidders **must** express the price of their services in the US Dollars. The payment will be made in **US Dollars**, and the Bidder shall bear all the cost and risks implied by the currency exchange. **Financial Proposals expressed in other currencies than the US Dollars will be automatically disqualified.**
- 3.11 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.12 **The Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the professional staff proposed for the assignment. The Contracting Authority will make its best effort to complete evaluation within this period. If the Contracting Authority wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

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### 4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 *An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.*
- 4.3 For each proposal, the Bidders shall prepare the number of copies indicated in the **Data Sheet**. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**" **Information on the outer and inner envelopes should also include the name of the Bidder and the contract name and reference number.**
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in **the Data Sheet**. Any proposal received after the closing time for submission of proposals shall automatically be rejected and shall be returned unopened to the Bidder.

### 5. Proposal Evaluation

#### General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the Contracting Authority on any matter related to its proposal, it should do so in writing at the address indicated in **the Data Sheet**. Any effort by the firm to influence the Contracting Authority in the proposal evaluation, proposal comparison or contract award decisions may

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result in the rejection of the Bidder's proposal.

### **Public Opening and Evaluation of Technical Proposals: Scoring**

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Administrative Reviews, are concluded.
- 5.3 The Contracting Authority shall conduct the bid opening in public at the address, date and time specified in **the Data Sheet**. Only the representatives of the bidders and the Evaluation Committee members are allowed to participate in public opening sessions. Any other interested person shall request, in writing, the Contracting Authority Secretariat's permission to participate in a specific bid opening session.
- 5.4 The bid opening shall commence with the Chairperson the Evaluation Committee reading out the Bidders' names and the time of arrival of the proposal. A registration number will be given to each proposal. All envelopes shall be opened one at a time, by the Chairperson of the Evaluation Committee, in order of their arrival.
- 5.5 At the opening, only the Technical Proposal envelope shall be opened immediately and checked for compliance with formal submission requirements by the evaluation committee. The Financial Proposal shall remain sealed and deposited in a safe place until all submitted proposals, of technically responsive bids, are opened publicly.
- 5.6 No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 4.5. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 5.7 The Contracting Authority shall prepare the minutes of the Bid opening that shall include a brief description of the bid opening procedures and its finding as. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the minute shall be distributed to all Bidders who submitted bids in time.
- 5.8 Once the Bid opening is concluded, the Evaluation Committee, as a whole, and each of its voting members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in **the Data Sheet**. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve

## Section 2. Information to Bidders

the minimum technical score indicated in **the Data Sheet**.

### **Public Opening and Evaluation of Financial Proposals: Ranking**

- 5.9 After the evaluation of quality is completed, the Contracting Authority shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the BD and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Contracting Authority shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.10 The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Contracting Authority shall prepare minutes of the public opening.
- 5.11 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Contracting Authority will cost them and add their cost to the initial price), correct any computational errors, and determine if the total price is within the maximum budget available. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Bidders (and to be paid under the contract, unless the Bidder is exempted), and estimated as per para. 3.7. **Should the Financial Proposal, after applying any correction or adjustments, exceeds the available budget for the assignment indicated at paragraph 3.9, this shall be automatically disqualified.**
- 5.12 **Once corrections or adjustments have been applied, the Financial Proposal shall be adjusted with the Regional Preference. This implies that a bid offering fifty percent (50)% or more expertise (experts) from the EAC Region will be discounted, for the purpose of evaluation only, will fifteen percent (15%).**

For the purpose of calculation of the of the percentage of regional expertise, the basis shall be the total number of key staff days allocated to regional experts in the overall allocation of key staff

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resources proposed by the bidder.

5.13 The lowest 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 Data Sheet. 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 Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be awarded the contract.

### 6. Negotiations of Contract

- 6.1 The Client, prior to award the contract, may enter into negotiation with the successful bidder in order to confirm the availability of proposed Professional staff, incorporation in the methodology of the aspects for which clarifications were requested during the evaluation and the modification of the schedule of mobilization of the team and submission of deliverables under the contract.
- 6.2 No negotiation on the: (i) composition of the proposed professional staff team, (ii) individual or overall professional staff inputs, (iii) unit or total price, and/or (iv) proposed methodology is allowed.
- 6.3 As far as possible, the negotiation shall be conducted in writing. Only on exceptional circumstances, the Client and the successful shall meet for negotiations. In such case the meeting shall take place at the address indicated in the **Bid Data Sheet**.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, Client will require assurances that the Professional staff will be actually available. The Client 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 were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 6.5 The negotiations shall be recorded in a minute of the negotiations and be attached as annex to the contract.

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### 7. Award of Contract

- 7.1 The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, calculated as per formula given in para 5.13 and the Data Sheet, will be awarded the contract.
- 7.2 After the approval of the Evaluation Report, Contracting Authority will promptly notify other both the success and the unsuccessful bidders about the outcome of the evaluation of the bids.
- 7.3 In case of the successful bidder, following the notification of award the validity of its offer shall be automatically extended with sixty (60) days.
- 7.4 No later than thirty (30) days from that date of notification of the recommendation for the award of the contract, the Contracting Authority shall submit to the applicant the contract for the consulting services. The successful bidder shall be given fifteen (15) days to sign the contract to the Contracting Authority. If it fails to do so, the Contracting Authority may consider cancelling the award of the contract.
- 7.5 The Contractor is expected to commence the assignment on the date and at the location specified in **the Data Sheet**.

### 8. Confidentiality

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders 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.

### 9. Appeals

- 9.1 Short listed Bidders may appeal any of the Contracting Authority's decision taken during the evaluation process by following the procedures described on the Contracting Authority's Policies at the article specified in **the Data Sheet**.



Section 2. Information to Bidders

2.1	<p>Clarifications may be requested <b>5</b> days before the submission date.</p> <p>The address for requesting clarifications is:  <b>Attention: The Executive Secretary</b>  <b>Lake Victoria Fisheries Organisation (LVFO)</b></p> <p><b>Street Address: Plot 7B/E Bell Avenue</b>  <b>Town/City: Jinja, Uganda</b>  <b>P. O. Box No: 1625</b>  <b>Country: Uganda</b>  <b>Telephone: +256 434 125000/ Ext. 5070</b>  <b>Electronic mail address: <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a> and a copy to <a href="mailto:nnagujja@lvfo.org">nnagujja@lvfo.org</a></b></p> <p>The correspondence shall bear the following reference:  <b><i>LVFO/SRVCS/2021-2022/002</i></b></p>
3.1	<p>The language of the bidding process is: <b><i>ENGLISH</i></b></p> <p>Any supporting documents that are part of the bid shall be issued in English. If the original documents are written in a language other than English, they shall be accompanied by an original certified translation into English. The cost of the translation shall be borne by the bidders.</p> <p>In case of discrepancies between the original language and the language of translation, the language of translation shall prevail.</p>
3.6	<p>The following expenses shall be considered reimbursable expenses:</p> <p><b><i>LVFO will pay for reimbursable that is to include per diems outside home base, and other expenses which will be incurred directly in relation to the assignment (local travels, stationery and printing). air tickets at the economy rate. Such expenses have to be agreed upon in advance.</i></b></p> <ol style="list-style-type: none"> <li><b><i>1) Per diem to cover Accommodation costs as part of the per diem;</i></b></li> <li><b><i>2) Cost of necessary travel, including transportation of the Personnel (international and local, for mobilization and demobilization), by the most appropriate means of transport and the most direct practicable route, visa fees;</i></b></li> <li><b><i>3) Expenses related to field work, consultations and disseminations; and</i></b></li> <li><b><i>4) Cost of printing and dispatching of the Reports to be produced for the Services</i></b></li> <li><b><i>5) Communication costs (phone and internet), printing of documents, travel costs.</i></b></li> </ol> <p>The per-diems paid under the incidentals shall not exceed the Contracting Authority's standard per-diem rate.</p>

Section 2. Information to Bidders

	In this contract, per diem rates are calculated as follows: USD 100 in the home country (atleast 150km away from the home base), and USD 250 in a foreign country.
3.7	Taxes: The Lake Victoria Fisheries Organization is a Tax-Exempt organization
3.9	The maximum available budget for this contract is <b>US\$ 25,000 (United States Dollars Twenty-Five) Only.</b>
3.12	Proposals must remain valid <b>90</b> days after the submission date.
4.3	Bidders must submit an original proposal, in hard copy together with a soft copy of an electronic version on CD or submitted electronically via email (written in a Microsoft Office application and/or PDF). Bidders must submit a soft copy of their proposal.
4.4	The proposal submission address is:  <p>Attention: <b>The Secretary, Procurement Committee Lake Victoria Fisheries Organisation (LVFO)</b></p> <p>Street Address: <b>Plot 7B/E Bell Avenue</b></p> <p>Town/City: <b>Jinja, Uganda</b></p> <p>P. O. Box No: <b>1625</b></p> <p>Country: <b>Uganda</b></p> <p>Telephone: <b>+256 434 125000/ Ext. 5070</b></p> <p>Electronic mail address: <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a></p> <p>Website: <a href="http://www.lvfo.org">www.lvfo.org</a></p> <p><b>Secure, dedicated email for electronic submission of proposals is:</b> <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a></p> <p><b>N.B Please note that ONLY the Financial Proposal should be password protected</b></p>
4.5	Proposals must be submitted no later than the following date and time: <b>29<sup>th</sup> June 2022 at 4:00pm local time</b>
5.1	The address to send information to the Contracting Authority is:  <p>Attention: <b>The Secretary, Procurement Committee Lake Victoria Fisheries Organisation (LVFO)</b></p> <p>Street Address: <b>Plot 7B/E Bell Avenue</b></p> <p>Town/City: <b>Jinja, Uganda</b></p> <p>P. O. Box No: <b>1625</b></p> <p>Country: <b>Uganda</b></p> <p>Telephone: <b>+256 434 125000/ Ext. 5070</b></p> <p>Electronic mail address: <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a></p> <p>Website: <a href="http://www.lvfo.org">www.lvfo.org</a></p>
5.3	The Bid public opening will be held: <b>at the LVFO Boardroom on the address below, and virtually via Zoom.</b>

Section 2. Information to Bidders

	<p>Attention: <b>The Secretary, Procurement Committee Lake Victoria Fisheries Organisation (LVFO)</b></p> <p>Street Address: <b>Plot 7B/E Bell Avenue</b></p> <p>Town/City: <b>Jinja, Uganda</b></p> <p>P. O. Box No: <b>1625</b></p> <p>Country: <b>Uganda</b></p> <p>Telephone: <b>+256 434 125000/ Ext. 5070</b></p> <p>Electronic mail address: <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a></p> <p>Website: <a href="http://www.lvfo.org">www.lvfo.org</a></p> <p>Date: <b>29<sup>th</sup> June 2022</b></p> <p>Time: <b>4:15 p.m (local time)</b></p> <p>The bidder's must notify the Contracting Authority, in writing, with at least one day prior to the bid opening, the names of their representatives attending the virtual session of the bid opening so that the Zoom link can be shared.</p>																				
5.8	<p>This section contains all the criteria that the Contracting Authority shall use to evaluate Proposals and qualify Bidders through post-qualification. No other factors, methods or criteria shall be used other than specified in this bidding document.</p> <p>In addition to the criteria listed in ITB 5.8, the following criteria shall apply:</p> <table border="1" data-bbox="441 1087 1365 1619"> <thead> <tr> <th>1.1 Eligibility</th> <th>Requirement</th> <th>Single entity, Consortium or Association</th> <th>Submission requirements</th> </tr> </thead> <tbody> <tr> <td>1.1.1 Nationality</td> <td>Nationality in accordance with GCC 6.1</td> <td>Must all meet requirement</td> <td></td> </tr> <tr> <td>1.1.2 Conflict of Interest</td> <td>No conflict of interest in accordance with ITB 1.7.1</td> <td>Must all meet requirement</td> <td>Letter of Bid and Form Tech 9</td> </tr> <tr> <td>1.1.3 EAC Eligibility</td> <td>Not having been declared ineligible by EAC as described in ITB 1.11</td> <td>Must all meet requirement</td> <td>Letter of Bid and Form Tech 9</td> </tr> <tr> <td>1.1.4 Submission of Complete Documentation</td> <td>Comply with Preparation of Proposal as described in ITB 3. Must password protect <b>ONLY</b> Financial Proposal</td> <td>Must all meet requirement</td> <td>The Bidder shall provide all the information requested in the <i>bidding forms</i> included in <i>Section 3</i> and <i>Section 4</i>.</td> </tr> </tbody> </table> <p>Failure to comply with any of the above requirements will lead to automatic disqualification</p> <p><b>2.1 Adequacy of Technical Proposal</b></p> <p>Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key personnel and equipment (if</p>	1.1 Eligibility	Requirement	Single entity, Consortium or Association	Submission requirements	1.1.1 Nationality	Nationality in accordance with GCC 6.1	Must all meet requirement		1.1.2 Conflict of Interest	No conflict of interest in accordance with ITB 1.7.1	Must all meet requirement	Letter of Bid and Form Tech 9	1.1.3 EAC Eligibility	Not having been declared ineligible by EAC as described in ITB 1.11	Must all meet requirement	Letter of Bid and Form Tech 9	1.1.4 Submission of Complete Documentation	Comply with Preparation of Proposal as described in ITB 3. Must password protect <b>ONLY</b> Financial Proposal	Must all meet requirement	The Bidder shall provide all the information requested in the <i>bidding forms</i> included in <i>Section 3</i> and <i>Section 4</i> .
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Section 2. Information to Bidders

	<p>applicable), and for the contract consistent with its proposal in sufficient detail and fully in accordance with the requirements stipulated in Section 5: Terms of Reference (ToR).</p> <p style="text-align: center;"><b>Evaluation Criteria and Sub- criteria as advertised</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2" style="text-align: center;"><b>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals</b></th> </tr> <tr> <th></th> <th style="text-align: center;"><b>Points</b></th> </tr> </thead> <tbody> <tr> <td><b>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</b></td> <td style="text-align: center;"><b>10</b></td> </tr> <tr> <td><b>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b></td> <td></td> </tr> <tr> <td><i>a) Understanding the TOR</i></td> <td style="text-align: center;">15</td> </tr> <tr> <td><i>b) Technical approach and methodology Work plan</i></td> <td style="text-align: center;">10</td> </tr> <tr> <td><i>c) Organization and staffing</i></td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: right;"><b>Total points for criterion (ii)</b></td> <td style="text-align: center;"><b>30</b></td> </tr> <tr> <td><b>(iii) Key Experts' qualifications and competence for the Assignment</b></td> <td></td> </tr> <tr> <td><i>a) Project Manager/Team Leader</i></td> <td style="text-align: center;">20</td> </tr> <tr> <td><i>b) Architect</i></td> <td style="text-align: center;">10</td> </tr> <tr> <td><i>c) Civil/Structural Engineer</i></td> <td style="text-align: center;">10</td> </tr> <tr> <td><i>d) Electro-Mechanical Engineer</i></td> <td style="text-align: center;">10</td> </tr> <tr> <td><i>e) Quantity Surveyor</i></td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: right;"><b>Total points for criterion (iii)</b></td> <td style="text-align: center;"><b>60</b></td> </tr> <tr> <td colspan="2">The number of points to be assigned to each of the above experts' positions shall be determined considering the following three sub-criteria and relevant percentage weights</td> </tr> <tr> <td>1) General qualifications (general education, training, and experience):</td> <td style="text-align: center;">30</td> </tr> <tr> <td>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):</td> <td style="text-align: center;">60</td> </tr> <tr> <td>3) Experience in the region (design and/or construction management of Urban /Semi-urban building structures)</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: right;"><b>Total weight:</b></td> <td style="text-align: center;"><b>100%</b></td> </tr> <tr> <td style="text-align: right;"><b>Total points for the three criteria</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p><b>The minimum technical score (St) required to pass is: 75</b></p>	<b>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals</b>			<b>Points</b>	<b>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>	<b>10</b>	<b>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b>		<i>a) Understanding the TOR</i>	15	<i>b) Technical approach and methodology Work plan</i>	10	<i>c) Organization and staffing</i>	5	<b>Total points for criterion (ii)</b>	<b>30</b>	<b>(iii) Key Experts' qualifications and competence for the Assignment</b>		<i>a) Project Manager/Team Leader</i>	20	<i>b) Architect</i>	10	<i>c) Civil/Structural Engineer</i>	10	<i>d) Electro-Mechanical Engineer</i>	10	<i>e) Quantity Surveyor</i>	10	<b>Total points for criterion (iii)</b>	<b>60</b>	The number of points to be assigned to each of the above experts' positions shall be determined considering the following three sub-criteria and relevant percentage weights		1) General qualifications (general education, training, and experience):	30	2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):	60	3) Experience in the region (design and/or construction management of Urban /Semi-urban building structures)	10	<b>Total weight:</b>	<b>100%</b>	<b>Total points for the three criteria</b>	<b>100</b>
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5.13	<p>The formula for determining the financial scores is the following: <math>Sf = 100 \times Fm/F</math>, in which <i>Sf</i> is the financial score, <i>Fm</i> is the lowest price and <i>F</i> the price of the proposal under consideration</p> <p>The weights given to the technical and Financial Proposals are:  T= 0.75, and  P= 0.25</p>																																										
7.5	<p>The expected date to commence the assignment is <b>30<sup>th</sup> June 2022</b> but under no circumstances shall be earlier than two (2) weeks after the contract signature by the both parties.</p>																																										

### **Section 3. Technical Proposal Submission Form**

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

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## LETTER OF BID

Date:

Procurement Ref. No.:

Subject of Procurement:

To: \_\_\_\_\_

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB);

(b) We offer to execute in conformity with the Bidding Document the following assignment: \_\_\_\_\_

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

(d) The discounts offered and the methodology for their application are:  
\_\_\_\_\_  
\_\_\_\_\_

(e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

(a) We have no conflict of interest in accordance with ITB Sub-Clause 1.7.1;

(b) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the EAC, under the Contracting Authority's country laws or official regulations, in accordance with ITB Sub-Clause 1.7.1;

(c) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—are not falling under any of the exclusion criteria stated in ITB Sub-Clause 1.7.1;

We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name \_\_\_\_\_

Signed \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated      on      \_\_\_\_\_ day      of      \_\_\_\_\_

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**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

---

*[Location, Date]*

To: *[Name and address of Contracting Authority]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert the title and reference number of consulting services]* in accordance with your Bidding Documents dated *[insert the date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

Our Proposal is binding upon us and subject to the modifications resulting from correction and clarification made during the evaluation process, for a period of *[insert the number of days]* from the deadline for submission of the bid, as indicated in the Data Sheet reference to clauses 3.12 and 4.5.

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

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

Facsimile:

E-mail:

---

**FORM TECH- 2 COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE, ON COUNTERPART STAFF AND FACILITIES TO BE  
PROVIDED BY THE CONTRACTING AUTHORITY AND ON  
STANDARD CONTRACT FORM**

---

**A - 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). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the CONTRACTING AUTHORITY as indicated in the TORs or include your own requirements of: administrative support, office space, local transportation, equipment, data, etc.]*

**C - On Standard Form of Contract**

*[Please recommend any change in the Standard Form of Contract's clauses you would like to see incorporated in the final Contract. Please indicate which of the proposed changes, if not accepted by the Contracting Authority could determine you to reject the Contract for this assignment. Use maximum 2 pages]*

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### FORM TECH-3 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (**max. 30 pages, inclusive of charts and diagrams**) divided into the following three chapters:

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) *Technical Approach and Methodology.* *In this chapter 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.*

b) *Work Plan.* *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), 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 TECH-7.*

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.]*



## FORM TECH - 5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF<sup>1</sup>

**Proposed role in the project:** *[insert the name of the position and indicate the key position]*

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

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

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

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

8. **Membership of professional bodies:** *[indicate the name of the professional body]*
9. **Other skills:** *[insert the skills]*
10. **Present position:** *[insert the name]*
11. **Years of experience:** *[insert the no]*
12. **Key qualifications:** (Relevant to the assignment)  
*[insert the key qualifications]*
13. **Specific experience in the region:**

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

<sup>1</sup> The CV must not exceed eight (8) pages

**14. Professional experience <sup>2</sup>:**

<b>Date from – Date to</b>	<b>Location of the assignment</b>	<b>Company &amp; reference person (name &amp; contact details)</b>	<b>Position</b>	<b>Description</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long- term position]</i>	<i>Name of the contract: Beneficiary of the contract: Brief description of the contract: Responsibilities:</i>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long- term position]</i>	<i>Name of the contract: Beneficiary of the contract: Brief description of the contract: Responsibilities:</i>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<i>Name of the Company: Address of the company: Phone: Fax: Email: Name and title of the reference person from the company:</i>	<i>[indicate the exact name and title and if it was a short term or a long- term position]</i>	<i>Name of the contract: Beneficiary of the contract: Brief description of the contract: Responsibilities:</i>

<sup>2</sup> Only key information about the positions and the responsibilities held in various assignments during the last Fifteen (15) years should be included. Experience older than 10 years will be rendered irrelevant.

**15. Other relevant information:** (e.g. Publications)*[insert the details]***16. Statement:**

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

I hereby declare that at any point in time, at the Contracting Authority's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above<sup>3</sup>, documents which are attached to this CV as photocopies.

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

Date: 22 June 2022

**ATTACHMENTS:**

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

---

<sup>3</sup> *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the contract signed with them.*

## FORM TECH-6 STAFFING SCHEDULE

N °	Name of Staff <sup>6</sup>	Staff input (in the form of a bar chart) <sup>7</sup>													Total staff-days input <sup>8</sup>			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>9</sup>	Total	
<b>Key Experts</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													<b>Subtotal</b>					
<b>Non key experts</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													<b>Subtotal</b>					
													<b>Total</b>					

Full time input  
 Part time input

<sup>6</sup> Position held in the Contract must be indicated as well.

<sup>7</sup> Months/ weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

<sup>8</sup> Select months or weeks as needed.

<sup>9</sup> Field work means work carried out at a place other than the Contractor's home office.

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## FORM TECH-7 WORK SCHEDULE

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N°	Activity <sup>10</sup>	Months <sup>11</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

---

<sup>10</sup> Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Entity's approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>11</sup> Duration of activities shall be indicated in the form of a bar chart



## FORM TECH 9: BIDDER DUE DILIGENCE FORM

*Form to be filled by the bidder on submission of the bid and if will be asked at the time of award*

### BIDDER DUE DILIGENCE FORM

EAC 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, it should be accompanied by a certified translation.
2. Incomplete submissions will not be processed.

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



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

**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.:
5. Address of Bank (City/State/Region/Postal Code):	6. Country:
7. Swift Code or ABA Bank or National Clearing Number:	8. Branch <span style="float: right;">Main Office:</span>
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:
14. Swift Code or ABA Bank Number:	<input type="checkbox"/>

**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, AfDB, 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**

<b>1. Indicate your company's primary line of business:</b>					
Manufacturing	Distributor	Retailer	Leasing	Wholesaler	Maintenance
Service	Consulting	Works			
Other (please specify) _____					
<b>2. Provide a description of your company's primary products/services, in order of competence:</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3. Company literature attached:</b>					
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**

	<b>Signature:</b>	<b>Date</b>
<b>Name (please print):</b>		
<b>Functional Title (please print):</b>		

**Attachments:**

- Audited financial statements for last 3 years / Bank Statements for Sole Proprietor**
- Copy of your company's environmental policy,**
- if applicable Explanation of labour disputes, if any**
- Company literature (catalogues, brochures, etc.) Any other relevant document**

## Section 4. Financial Proposal Submission Forms

*[Comments in brackets [ ] provide guidance to the Service Providers for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM.....	40
FORM FIN-2 SUMMARY OF COSTS .....	41
FORM FIN-3 BREAKDOWN OF REMUNERATION <sup>1</sup> .....	42
FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES.....	43

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

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[Location, Date]

To: **Contracting Authority**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert the title and the reference number of consulting services]* in accordance with your Bidding Documents dated *[insert the date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of US\$ *[insert the amount in words and figures]*. This amount is exclusive of the taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law in Uganda or in the countries of assignment, on our firm(s), subcontractors, and personnel (other than nationals or permanent residents of Uganda). However, the Financial Proposal includes the reimbursable expenses indicated in the Data Sheet reference to the clause 3.8, amounting US\$ *[insert the amount(s) in words and figures]*, as well as the taxes indicated in the Data Sheet reference to clause 3.7, which we have estimated at *[insert the amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from correction and clarification made during the evaluation process, up to expiration of the validity period of the Proposal.

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 below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

Facsimile:

E-mail:

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**FORM FIN-2 SUMMARY OF COSTS**


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Cost component	Costs
	(US\$)
<b>Remuneration</b>	
<b>Reimbursable Expenses<sup>1</sup></b>	
Taxes <sup>2</sup>	
Total	

---

<sup>1</sup> as per the Data Sheet reference to clause 3.8

<sup>2</sup> as per Data Sheet reference to clause 3.7 *[delete if not applicable]*

**FORM FIN-3 BREAKDOWN OF REMUNERATION<sup>1</sup>**

Name <sup>2</sup>	Position <sup>3</sup>	Input (in staff days)	Staff-daily Rate <sup>4</sup> (in US\$)	Total (in US\$)
		(a)	(b)	(c) = (a) X (b)
<b>Key experts</b>				
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
Etc.		[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
<b>Non Key staff</b>				
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
Etc.		[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
<b>TOTAL RENUNERATION</b>				

<sup>1</sup> Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-6.

<sup>2</sup> Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

<sup>3</sup> Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-4.

<sup>4</sup> Indicate separately staff-daily rate for home and field work.

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

N°	Description <sup>1</sup>	Unit <sup>2</sup>	No. of Units	Unit Cost (in US\$)	Total (in US\$)
1	Per diem allowances	Day			
2	Flights <sup>3</sup>	Trip			
3	Miscellaneous travel expenses <sup>4</sup>	Trip			
4	Communication costs	Months			
5	Drafting, reproduction of reports	Lump sum			
6	Equipment, instruments, materials, supplies, etc. (if needed) <sup>4</sup>				
7	Local transportation costs	month			
8	Office rent	month			
9	Insurances cost, out of which:	Lump sum			
	i) Life insurance (including repatriation)	Lump sum			
	ii) Health insurance	Lump sum			
	iii) Third party liability insurance	Lump sum			
	iv) Professional liability insurance	Lump sum			
10	Other <sup>4</sup>	Lump sum			
11	<b>Fixed Reimbursable Expenses<sup>5</sup></b>	Lump sum			
<b>TOTAL REIMBUSABLES EXPENSES</b>					

<sup>1</sup> Delete items that are not applicable or add other items as the case may be.

<sup>2</sup> Indicate unit cost.

<sup>3</sup> Indicate route of each flight, and if the trip is one- or two-ways.

<sup>4</sup> Provide clear description of what is their exact nature

<sup>5</sup> The amount has to be indicated by the Procuring Entity and shall be included, without modifications, in the Financial Proposal. It shall cover costs already identified and priced by the Procuring Entity.

## Section 5. Terms of Reference

### **TERMS OF REFERENCE FOR PROVISION OF TECHNICAL SERVICES FOR THE PREPARATION OF THE MASTER PLAN, DETAILED DESIGNS, BILLS OF QUANTITIES, AND TENDER DOCUMENTS FOR THE CONSTRUCTION OF A MULTISTOREY BUILDING AT THE LVFO HEADQUARTERS IN JINJA, UGANDA**

#### 1.0 INTRODUCTION

Lake Victoria Fisheries Organization (LVFO) is a specialized institution of the East African Community (EAC), charged with the responsibility to Coordinate the management and development of Fisheries and Aquaculture in the EAC Partner States. The LVFO is an Inter-Governmental Organization, formed by a Convention in 1994, which was revised in 2016 to increase scope and mandate of the Organization. The LVFO Secretariat is hosted at Busoga Square, Plot 7B/E Bell Avenue Jinja, Uganda.

The LVFO intends to construct another building in the available empty space on her premises at the Secretariat headquarters in Jinja Uganda to support her expanded scope and Mandate in addition to diverse Fisheries and aquaculture development projects implemented by the organization. The organization plans to implement the Construction project in two phases: Phase 1 Ground floor together with First and second Floor and Phase two: Third and Fourth Floors.

Against the above background the LVFO intends to engage a firm to provide technical services for the preparation of the master plan, detailed designs, bills of quantities, tender documents and supervision of the construction of a multi-storey building at the LVFO headquarters in Jinja, Uganda

#### 2.0 OBJECTIVES OF THE ASSIGNMENT

##### 2.1 Overall Objective

The overall objective of the assignment is to develop a master plan and detailed architectural designs and bills of quantities for construction of a modern infrastructure within the premises of her headquarters in Jinja, Uganda.

##### 2.2 Specific Objective

The specific objective of the assignment/ consultancy is to prepare a master plan and detailed designs for construction of a G+4 building (in reinforced concrete super structure with reinforced concrete floor slabs, beams and columns, plastered walling,

glazed openings, inhouse-parking, access roads and a garden/landscaping) and to generate architectural drawings of the designs, bills of quantities, and tender documents for construction works. In addition, the selected firm shall provide supervision of construction of Phase 1 of the building. The outputs from this assignment should sufficiently define the proposed development to enable LVFO seek authorization to commit resources and proceed to the tender stage. As a separate consultancy contract, the consultant may separately be selected (competitively) to supervise the construction works of Phase 2 if the technical and financial proposals for same (supervision) are best suited to the Client. This implies the prospective consultant will separately quote for Phase 2 supervision but as a separate bid.

### **Details of the Project**

**Name** : Preparation of a Master Plan and detailed designs of a modern building at LVFO headquarters in Jinja, Uganda.

**Location** : Plot 7B/E Bell Avenue, Busoga Square, Jinja, Uganda. Adjacent to Jinja City Southern Division Offices and Opposite the New NSSF Building.

**Duration** : 3 (Three) Months

### **Specifics to the diverse Developments**

The proposed main structure will be a G+4 building with diverse amenities including, kitchen, inhouse (basement) parking, access roads, landscaping, . The other specific requirements of the development are:

Basement	Basement for parking, Health spur/Gym, lift, stairs
Ground Floor	Main Reception, Aquarium, Solar power house, Computer workshop, kitchen, restaurant, lift, stairs, lobby, stores and toilets (2)
First Floor	Conference hall (with provision for Partitioning), meeting room, lift, stairs, Aquatic biodiversity Museum and toilets (2)
Second Floor	Office space (6), Server room with internal room for UPS, Records Center, Archive, stairs, stores, lift, toilets (2)
Third Floor	Office space (8), board/ meeting room, stores, lift, stairs, toilets (2)
Fourth Floor	Office space (6), board/ meeting room, stores, lift, stairs, toilets (2), Resource Centre,
Separate units	Access roads
	Generator house/room

**Note that the planning for the use of the various floors may be rearranged.**

### 3.0 SCOPE OF SERVICES

#### 3.1 Scope of Assignment

The scope of services to be provided by the Consultant will cover a feasibility study, detailed design and preparation of final tender documents, but may be extended to include support during procurement for works and post-contract phase of undertaking construction supervision and management, subject to meeting the bidding criteria and satisfactory performance at the stage of master planning and detailed designing. The Consultant's tasks will include the following:

- I. Formulation of appropriate modern design concept that takes into account functionality, aesthetics, economy, environmental impacts, building standards, safety and health. It is anticipated that the development will comprise the following:
  - i) Multi-storey G+4 building,
  - ii) Conference with capacity of up to 200
  - iii) Board/Meeting rooms (3 one on each of the floors 1, 3, & 4)
  - iv) Resource Centre
  - v) Small kitchen (pantry)
  - vi) Basement Car park
  - vii) Lift
  - viii) Stairs
  - ix) Offices of various sizes
  - x) Toilets
- II. Detailed interior design with furnishings in line with the latest trends to give a warm/comfortable working environment.
- III. Design of electrical lighting and power installation, provision for solar power installations, standby power/ generator, structured cabling, telephone and data systems, air conditioning and ventilation, public address systems, access control and CCTV systems.
- IV. Design of water supply and reticulation systems including ground harvesting of floodwater, and elevated storage and drainage system.
- V. Investigation of soil conditions and design of adequate structures, access roads, paved areas, sewerage reticulation and surface water drainage.
- VI. Establish the cost limits for the project; and advice on probable price trends and overall estimated project cost.
- VII. Check on accuracy of existing site plans of the LVFO headquarters, and where such drawings do not exist or are inadequate prepare an improved version.
- VIII. Land surveying and assessment of landscaping requirements plus landscaping designs for the site and immediate surrounding area.
- IX. Assess the environmental and social impact including gender mainstreaming of the project following the required national/international guidelines/standards. The

assessment should include, environmental and social issues that need to be addressed for the successful implementation of the project clearly identifying biophysical conservation values such as threatened species, human health & safety and endangered ecological communities that may be affected by the proposed project activities; measures to be implemented to minimize degradation of the environment including how to minimize damage to ecosystems, environmental quality, neighborhood ambience, avoid increased fire risk, human health risks and ensure restoration.

- X. Consider provisions for ease of access to persons with disabilities as required by Law
- XI. Preparation of working drawings and specifications for the works.
- XII. Preparation of tender documents.
- XIII. Preparation of a project implementation programme, as agreed with the Client, giving financial requirement projections spreading over the period as will be advised.
- XIV. Obtaining approvals of the plans from the local approving authority
- XV. The consultancy must cover all aspects as outlined anywhere within these TORs

### **3.2 Stages of Execution of the assignment**

The assignment will be executed in six stages as detailed below:

#### **Stage 1: Site Investigation and Survey Works**

- i. Prospective consultancy firms should visit the proposed site at its own cost to familiarize with the existing site conditions. A copy of the sketch map of site will be provided for reference; and
- ii. A detailed survey/boundary survey should be carried out showing all the topographical features as may be required for the purpose of design.
- iii. Meet with LVFO management to discuss the ground sketch and any modalities that may be required.
- iv. Assess the client needs in details and come up with a needs assessment report

#### **Stage 2: Soil Investigation**

- i. All the prerequisite studies such as site study, surface study and investigations, tests, collection of data (with adequate trial pits) etc., should be carried out (including bearing capacity of soil) and incorporate in structural design before detailed design of building structures;
- ii. The soil investigation shall furnish necessary information to decide on the type and depth of building foundations among others;
- iii. The consultant shall submit a detailed soil tests and investigations report;

- iv. The consultant has to dig adequate number of pit holes at various sites as per the infrastructure location for obtaining details of the soil conditions, adequate design of the building and other structures; and
- v. The location and depth of holes may be decided in close liaison with a Government Engineer to be sourced by the Client.

### **Stage 3: Design of the Building/ Infrastructure**

- i. The total land size for the proposed construction is approximately 1500 (square meters). The infrastructure should be properly laid out/ planned, in the appropriate locations;
- ii. The layout plan shall allow for ground & elevated water storage tanks, water supply pipelines, water distribution within the site with adequate number of water taps for drawing water for various uses, including fire hydrants and sprinklers for lawns, telephone cables, internet and local area network cables and power cables;
- iii. The detailed design should conform to the requirements of the Client and the consultant may be required to make changes where Client's requirements are not met;

### **Stage 4: Detailed drawings for the Building and other Infrastructure**

- i. The drawings should be done in an appropriate style and the scales suitably fixed so that they are easily readable at site or workshop by naked eye;
- ii. Adequate number of drawings should be produced to appropriately present/ depict all the necessary details, views etc;
- iii. The detailed reinforcement schedule (Bar Bending Schedule) will be part of the drawings, which will be in velo and print papers of size A1 and A3. Descriptive reports shall be prepared in size A4 paper format;
- iv. Except for similar components of the structure(s), each different component shall have separate drawings in cross section, elevation and plan; and
- v. All drawing dimensions shall be in metric system i.e. m, cm and mm.

### **Stage 5: Bill of Quantities**

- i. The BoQ should be realistic and explicit covering all items of work. It should be as exhaustive as possible to avoid changes, additions, deletions and substitutions during execution and therefore the undesired disputes and claims;
- ii. The detailed technical and material specifications should be part of the BoQ. One copy of the Technical Specifications shall be submitted to the Project Officer for comments and recommendations, for incorporation, before making the required number of copies;
- iii. The quantities should be worked out as accurately as possible to avoid unnecessary variations during the execution of the works; and
- iv. The availability of materials may also be specified for those that have unique features or not used commonly. As far as possible, the materials should be readily available locally or can be accessed readily through

imports. The materials may be selected to suit the climatic conditions of the site location;

#### **Stage 6: Rate Analysis and Cost Estimates**

- i. The cost estimates should be approximately worked out to indicate the approximate cost of the entire project. It should be accompanied by analysis of rates where necessary;
- ii. All forms of taxes – exercise duty, sales tax, value added tax, customs duty etc applicable in Uganda and abroad, when materials are imported, should be in the cost analysis, but specified/segregated for possible exemption; and
- iii. The cost estimates should be treated as highly confidential.

### **4.0 OUTPUTS, REPORTING REQUIREMENTS & TIME SCHEDULES**

The selected consultancy firm shall be required to submit and present the following deliverables during the assignment:

#### **(i) Output 1:**

- a. Client needs assessment report
- b. Master Plan incorporating already existing infrastructure with complete site development works
- c. Architectural drawings with complete details
- d. Plumbing drawings
- e. Drainage and sanitation drawings
- f. Electrical drawings
- g. Telephone, LAN, and CCTV line layout drawings
- h. Structural drawings with complete details
- i. Structural analysis and design calculations
- j. Design and drawing of water supply including waste water and sewerage reticulation

#### **(ii) Output 2:**

- a. Specifications of the works
- b. Details of measurements and abstract of estimated cost and Bill of Quantities (BoQs)
- c. Building permit and design approvals from approving authority

In summary, the outputs are:

- i. Four sets of Architectural Design Report and Book of Drawings in size A1 and A3;
- ii. Four sets of Engineering Report and Book of drawings in size A1 and A3;
- iii. Four sets of Priced Bill of Quantities;
- iv. Four sets of Tender and contract documents;
- v. Two sets of velo drawings in the form required by the City Council for approval;
- vi. Cost estimates and rate analysis for all items of work – one hard and one soft copy;
- vii. Two copies of detailed structural analysis and design of the building; and

- viii. Post Approval Process: The Consultant shall facilitate the approval of all the drawings. After obtaining the approved drawing, the estimates shall be revisited for any changes on the structure marked by the approving agency.
- ix. soil tests and investigations report

The Consultant's Technical Experts will report to the Executive Secretary of LVFO.

## **5.0 DATA, LOCAL SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT**

The Client will provide the following items:

### **5.1 Reports, Data & Maps**

- i). Available maps, drawings and layouts without warranty. For the purpose of detailed design and layout, the Experts will carry out detailed survey of the site on its own and shall take full responsibility for the accuracy of the data collected.
- ii). A general description of the administrative arrangements for the assignment including site security plans.
- iii). Introduction letters as required

### **5.2 Offices & Facilities**

The Client will provide office space for working and consultative meetings when needed.

## **6.0 TECHNICAL EXPERTISE**

### **General Experience**

The Consultant must demonstrate that it will have a suitably qualified minimum Key Personnel, as described in the table below, that are required to perform the Contract.

- The Consultancy firm shall have a minimum of Ten (10) years' experience as a firm evidenced through completion certificates or work orders or equivalent
- The Consultant shall attach in its submission relevant previous project achievements including contract value and duration, client contact details, location of the assignment, and the lead consultant/s or team who carried a similar assignment.
- The Consultant shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. (The Consultant shall complete the relevant Forms in *Section 3 Technical Proposal Submission Form of the RFP document.*)
- The Consultant shall require the Contracting Authority's consent to substitute or replace the Key Personnel.
- The Consultancy firm shall attach a self-declaration
- The Consultant plus Key personnel shall be registered (incorporated) and possess specific experience in operating in the EAC region of at least 10 years. Evidence for the same shall be provided.

## Experts

- The Team shall have key expertise and relevant qualifications required for execution of the assignment. The Experts should submit summary resumes / Curriculum Vitae.
- The Technical Experts should be registered and licensed to practice by the appropriate national or regional professional authority and should be familiar with the special requirements in carrying out the required developments. They will be required to provide documentary evidence (i.e professional certificates and memberships) as proof of registration and up to date membership.

The following minimum key professional personnel are considered necessary for carrying out the assignment and shall constitute, but not limited to the following project team:

<b>No</b>	<b>Professional</b>	<b>Minimum Total Work Experience (years)</b>	<b>In similar Consultancy Experience</b>
1.	Team Leader	15	10
2.	Architect	15	10
3.	Civil/Structural Engineer	10	8
4.	Electro-Mechanical Engineer	10	8
5.	Quantity Surveyor	10	8

The key shall meet the following minimum qualifications and experience requirements and must attach documentary evidence to support their qualifications and experience:

### 1. **Team Leader**

- a. Must have designed and managed at least five construction projects of similar type and scale, with over 15 years of experience in construction design and management
- b. Must have at least a Bachelor's Degree in Architecture/ Civil Engineering from a recognized institution
- c. Must be fluent in spoken and written English

### 2. **Architect**

- a. Must have designed and managed at least three construction projects of similar type and scale, with over 15 years of experience in construction design and management
- b. Must have at least a Bachelor's Degree in Architecture from a recognized institution
- c. Must be fluent in spoken and written English

### **3. *Civil/Structural Engineer***

- a. Must have designed and managed at least three construction projects of similar type and scale, with over 10 years of experience in construction design and management
- b. Must have at least a Bachelor's Degree in Civil / Structural Engineering from a recognized institution
- c. Must be fluent in spoken and written English

### **4. *Electro-Mechanical Engineer***

- a. Must have designed and managed at least three construction projects of similar type and scale, with over 10 years of experience in construction design and management
- b. Must have at least a Bachelor's Degree in Electrical and or Mechanical Engineering from a recognized institution
- c. Must be fluent in spoken and written English

### **5. *Quantity Surveyor***

- a. Must have designed and managed at least three construction projects of similar type and scale, with over 10 years of experience in construction design and management
- b. Must have at least a Bachelor's Degree in Quantity Surveying from a recognized institution
- c. Must be fluent in spoken and written English

## **7.0 PROJECT MANAGEMENT**

All reports referred to above must be submitted to the LVFO Executive Secretary through the Project Manager identified in the contract. The project manager is responsible for ensuring that the reports are reviewed by stakeholders and approved.

The Assignment's Project Manager is the Deputy Executive Secretary LVFO supported by the LVFO Project Management Team.

## **8.0 Responsibilities of the Client (LVFO)**

The Consultant's payment shall not exceed **USD 25,000.00** as Consultancy fees and reimbursable for this assignment.

Required: A total expenditure breakdown showing all costs for the assignment, broken down into fees and reimbursable and miscellaneous costs.

Payment shall be tagged to the following primary deliverables i.e an Inception Report giving a summary review of all existing documents as detailed in the scope and a detailed work plan, submission of draft to the regional technical validation workshop and programme for the workshop, and submission of the final report and other documents to Executive Secretary, LVFO. The proposed payment schedule appears below;

- i) 30% of the Consultancy fee sum shall be paid upon submission of an acceptable Inception Report reviewing existing documents as detailed in the scope, plus detailing further the methodological tools to be used, and actual workplan for the study. (To be submitted within ten days from contract signature)
- ii) 40% of the Consultancy fee upon submission of a draft to the regional technical validation workshop and programme for the workshop- after the workshop
- iii) 30% of the Consultancy fee shall be paid upon submission of the end of assignment report documents to Executive Secretary, LVFO together with the Final approved project design.

At each stage there shall be discussions on the designs and report with the appointed LVFO Project Management Team, and payment shall be made after the resultant report is deemed satisfactory by the LVFO Secretariat. The consultant will be required to submit his/her banking details.

### **Financial obligations by LVFO and the Consultant**

- (a) LVFO will pay for reimbursable that is to include per diems outside home base, and other expenses which will be incurred directly in relation to the assignment (local travels, stationery and printing). air tickets at the economy rate, such expenses have to be agreed upon in advance.
- (b) Any funds provided under this agreement in USD which are to be exchanged to local currency must be exchanged at the best available rate through the channels authorized by applicable laws and regulations. Transactions must be capable of verification by LVFO through bank receipts or other documents or publications sufficient to demonstrate the legality of such transactions.
- (c) LVFO shall not be liable for any other fees or expenses, including taxes and bank charges.
- (d) In this contract, per diem rates are calculated as follows: USD 150 in the home country (atleast 150km away from the home base), and USD 250 in a foreign country.
- (e) Full and final payment will only be made upon:
  - Completion of the final report/deliverables and its acceptance by the Executive Secretary
  - Submission and approval of an invoice within 5 days following completion of the Assignment, detailing services rendered, and;
  - Submission and approval of receipts for all expenses incurred
  - The invoice must contain the following information: name and address of the consultant, invoice date, unique invoice number, service rendered, deliverable, period in which service was provided, bank details, and, for consultants, VAT number. The invoice must be addressed to the Executive Secretary, LVFO. Payments will be made to a bank account provided by the consultant.

## **9.0 Submission of Proposals**

Interested Consultants should submit the following documents for LVFO's consideration preferably ELECTRONICALLY to the Email: [procurement@sec.lvfo.org](mailto:procurement@sec.lvfo.org) . ONLY (Sending one email with one complete zipped folder, is preferred.)

A complete Proposal that includes;

- (i) Detailed Technical Proposal including work-plan, technical approach and methodology to carry out the consultancy, including an understanding and interpretation of the TOR.
- (ii) Detailed Curriculum Vitae of all the Consultant/s, including a full list of related assignments successfully executed. Together with documentary evidence and reference letters for atleast five assignments plus value.
- (iii) Detailed Financial Proposal
- (iv) Attach relevant documentary evidence as proof of qualification and experience (MUST)

The deadline for submission of CVs is: **29<sup>th</sup> June 2022 at 4:00pm local time.**

## **10.0 Terms and conditions**

This Contract will be made in accordance with the EAC-LVFO Financial and Procurement Rules and Regulations. Either party can terminate this contract by submitting to the other a letter of intent explaining the cause or reason for contract termination. No additional payment will be made once a contract has been terminated.

All materials produced under this contract will become the property of the client (LVFO).

**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](mailto:procurement@sec.lvfo.org)**  
**Website: [www.lvfo.org](http://www.lvfo.org)**

## Section 6. Standard Form of Contract

[ attach one of the standard form of contracts as suitable]

**This Contract** in English language (together with all Appendices attached hereto and forming part hereof, and hereinafter referred to as “*the Contract*”) is made this **29<sup>th</sup> day of June 2022**.

### BETWEEN

**THE LAKE VICTORIA FISHERIES ORGANISATION**, an inter-governmental Organization, of Plot No. 7B/E, Bell Avenue, Busoga Square, P.O. Box 1625, Jinja, Uganda (hereinafter referred to as “*the LVFO*”) of the first part

### AND

..... (hereinafter referred to as “*the Consultant*”) of  
..... of the second part (which parties may hereinafter be jointly referred to as “*the Parties*”)

### WHEREAS

- (a) the LVFO has requested the Consultant to provide ..... as defined in this Contract (hereinafter called the “Consultancy Services”); and
- (b) the Consultant, having represented to the LVFO that he has the required professional skills, personnel and technical resources to undertake the consultancy, has 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:
  - I. The Form of Contract;
  - II. The General Conditions of Contract (GCC);
  - III. The Special Conditions of Contract (SCC),
  - IV. 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.
  
  2. In consideration of the Consultant's discharge of his obligations as herein stipulated:
    - 2.1. LVFO shall pay the total sum in Consultancy Fee of **United States Dollars** .....All taxes payable to the home country of the Consultant should be borne by the Consultant.
  
    - 2.2. The Consultant's expenses incurred during execution of the Contract shall be reimbursed as part of the Contract Fee and will not be subject to tax, such expenses may include telephone charges, stationery and printing, air tickets (most economic and direct route), visa fees, Covid tests and local transport for field visits. This will be considered upon submission of receipts to the Procuring Entity.
  
    - 2.3. **The Consultancy fee will be paid as follows:**
      - i) 30% of the Professional Fees shall be paid upon submission of an acceptable Inception Report on review of all existing documents as detailed in the scope with a detailed work plan for the study;
  
      - ii) 40% of the Professional Fees upon submission of a draft consultancy report and presentation to the regional technical validation workshop/training session, a programme for the workshop, plus an invoice; To be paid after the validation workshop. (Includes per diems, where applicable)
  
      - iii) 30% of the Professional Fees shall be paid upon submission and approval of the final end of assignment report (together with a Policy Brief of 4 pages maximum) to the Executive Secretary, LVFO, addressing all comments from the validation workshop above, along with an Invoice. (Includes per diems, where applicable)
- NB: At each stage there shall be discussions on the report with the appointed LVFO team, and payment shall be made after the resultant report is deemed satisfactory by the LVFO Secretariat.

2.4. Payment shall be effected by electronic means to the Consultants bank account detailed below in US\$ at the ruling exchange rate:

- Bank:**
- Branch:**
- Currency:**
- Account Title:**
- Bank Address:**
- Bank Code: 12; Branch code:**
- SWIFT Code/BIC:**
- Account No:**

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

**FOR AND ON BEHALF OF THE LAKE VICTORIA FISHERIES ORGANISATION (LVFO) SECRETARIAT:**

Name:.....

Signature: .....

Title: .....

**In the presence of:**

Name:.....

Signature :.....

Title: .....

**FOR AND ON BEHALF OF THE CONSULTANT:**

Name: .....

Signature : .....

Title: .....

**In the presence of:-**

Name:.....

Signature :.....

Title: .....

**SECTION II: 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) **“LVFO”** Lake Victoria Fisheries Organization
  - (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 Lake Victoria Fisheries Organization.
- (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 of Uganda, 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
- 4.2.1. 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) 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**

- 7.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the LVFO

- Language** 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.
- 7.1.1. 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.
- 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.

- |  |      |   |
|--|------|---|
| <b>15. Authority of Member in Charge</b> | 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. |
| <b>16. Authorized Representatives</b>    | 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.   |
| <b>17. Taxes and Duties</b>              | 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**

- |  |      |  |
|--|------|--|
| <b>18. Effectiveness of Contract</b>                               | 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.   |
| <b>19. Termination of Contract for Failure to Become Effective</b> | 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. |
| <b>20. Commencement of Services</b>                                | 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.   |
| <b>21. Expiration of Contract</b>                                  | 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.   |
| <b>22. Modifications or Variations</b>                             | 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 of 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 1/30<sup>th</sup> 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 installments against the statements for the number of months of the Services specified in the SCC until 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**

51.1 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.

51.2 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.
- (a) 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 III: SPECIAL CONDITIONS OF CONTRACT

Clause	
1.1 (a)	<i>The Client is:</i> <b>The Executive Secretary, Plot 7B/E, Bell Avenue, Busoga Square, P.O. Box 1625, Jinja, Uganda; Telephone: 256 434 125000; Email: <a href="mailto:lvfo-sec@lvfo.org">lvfo-sec@lvfo.org</a> and <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a></b>
1.1 (b)	<i>The Consultancy Firm is:</i>
1.1 (c)	The Intended Completion Date is <b>30<sup>th</sup> September 2022</b>
4.6	The assignment is to be completed in the following phases: “None”
6.1	Non- eligible countries are: None
7.1	The governing language shall be <b>English</b>
11.1	<p>The addresses for <b>Communications and Notices</b> are:</p> <p><i>for the Procuring and Disposing Entity:</i></p> <p>Attention: <b>Executive Secretary</b>  Street Address: <b>Plot 7B/E, Bell Avenue, Busoga Square</b>  Town/City: <b>Jinja</b>  Postal Address: <b>1625</b>  Country: <b>Uganda</b>  Telephone: <b>+256 434 125000</b>  Electronic mail address: <b><a href="mailto:lvfo-sec@lvfo.org">lvfo-sec@lvfo.org</a> and <a href="mailto:procurement@sec.lvfo.org">procurement@sec.lvfo.org</a></b></p> <p><i>for the Consultant: Attention:</i></p> <p><b>Bank:</b>  <b>Branch:</b>  <b>Currency:</b>  <b>Account Title:</b>  <b>Account No:</b></p>

16.1	<p>The Authorised Representatives are:</p> <p><i>for the Procuring and Disposing Entity:</i></p> <p>Attention: <b>Executive Secretary</b>  Street Address: <b>Plot 7B/E, Bell Avenue, Busoga Square</b>  Town/City: <b>Jinja</b>  Postal Address: <b>1625</b>  Country: <b>Uganda</b>  Telephone: <b>+256 434 125000</b>  Electronic mail address: <a href="mailto:lvfo-sec@lvfo.org">lvfo-sec@lvfo.org</a></p> <p><i>for the Consultant:</i></p> <p>Attention:  Town/City:  Postal Address:  Country:  Telephone:  Electronic mail address:</p>
18.1	<p>The effectiveness conditions are the following: <b>any advance payment must be supported by an equivalent Advance Payment Guarantee from a reputable bank in the Region.</b></p> <p><i>Note:</i> Receipt by Consultant of advance payment and by LVFO of advance payment guarantee (see Clause GCC 47).</p>
19.1	The time period shall be:
20.1	The time period shall be:
34.4	The ceiling on Consultant's liability shall be limited to the total contract amount
35.1(a)	<p>The risks and the coverage shall be as follows:</p> <p>(b) Professional Liability insurance in accordance with the relevant provisions of the Applicable Law.</p> <p>(c) 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</p> <p>(d) 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></p>

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>Note: List here any assistance to be provided by the LVFO:</p> <ul style="list-style-type: none"> <li>• Access to relevant information to the extent of its availability and,</li> <li>• Assistance to the Consultant to access information from other Organs and institutions; provide Introduction Letters, contact persons, office space if required for desk review</li> </ul>
45.1	The prices charged for the Services provided shall be fixed for the duration of the Contract.
45.2	<p><b>The Reimbursable expenses are set forth in Appendix 6 to the Contract and include;</b></p> <p>6) Perdiem to cover Accommodation costs as part of the perdiem;  7) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route, visa fees;  8) Expenses related to field work, consultations and disseminations; and  9) Cost of printing and dispatching of the Reports to be produced for the Services as specified in Appendices 2.  10) Covid tests</p>
46.1	<p>The account of the Consultant is:</p> <p><b>Bank:</b>  <b>Branch:</b>  <b>Currency:</b>  <b>Account Title:</b>  <b>Account No:</b></p>
46.3	The LVFO shall effect payment within thirty <i>(30) days of invoicing</i> upon submission of specified deliverables and complete payment support documentation in relation to the Consultancy including but not limited to; the original Tax Invoice, Original receipts, Approved milestone reports
46.4	The interest rate is: N/A
47.1	The following provisions shall apply to the advance payment and the advance payment guarantee: N/A
57	The place of Arbitration is: <i>The East African Court of Justice (EACJ) in Arusha, Tanzania</i>

**SECTION IV: APPENDICES****2.1 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.

**2.2 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."

**2.3 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.

**2.4 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.

**2.5 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.

**2.6 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.

**2.7 Appendix 7 Signed Minutes of Negotiation (where applicable)**