EAST AFRICAN COMMUNITY

LAKE VICTORIA BASIN COMMISSION

REQUEST FOR PROPOSALS

FOR

PROVISION OF CONSULTANCY SERVICES FOR RE-DESIGNING OF THE LAKE VICTORIA BASIN COMMISSION (LVBC) WEBSITE

Request for Proposals No. LVBC/IWRM/SVS/23-24/01

October 2023

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Section 1: Information to Consultants

A. General

1. Scope of Proposal

1.1 The Lake Victoria Basin Commission, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposals (RFP) for Consultancy Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.

1.2 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 The successful Consultant will be expected to complete the assignment in accordance within the period indicated in the PDS.

1.4 Throughout this RFP:

(a) the term *"in writing"* means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Commission has secured funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.

2.2 Payments by the Commission will only be made in accordance with the terms and conditions of the Agreement.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The Commission requires that Consultants shall observe the highest standard of ethics and moral integrity during the implementation of the procurement proceedings and the execution of contracts under public funds.

3.2 In pursuance of this requirement, the Commission shall

(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and

(b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings ;

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

3.3 Should any corrupt or fraudulent practice of any kind referred to

in ITC Clause 3.2 come to the knowledge of the Commission, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Commission related to matters of alleged fraud or corruption shall be in writing

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

(a) *"corrupt practice"* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Commission or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Commission in connection with the procurement proceeding;

(b) *"fraudulent practice"* means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Commission,

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

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

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

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

4. Eligible Consultants

4.1 The consultants should come from any State.

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

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

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

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

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

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

5. Conflict of Interest

5.1 *General*

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

5.2 *Conflicting Activities*

(a) A firm that has been engaged by the Commission to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall

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

5.3 *Conflicting Assignments*

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

5.4 *Conflicting Relationships*

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

6. Eligible Services

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

7. Visits

7.1 The Consultant, at the Consultant's own responsibility and risk, is encouraged to visit and examine the East African Partner States and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services.

7.2 The Consultant should ensure that the Commission is advised of the visit in adequate time to allow it to make appropriate arrangements.

7.3 The costs of visiting the East African Partner States shall be at the Consultant's own expense.

B. Request for Proposal

8. RFP Sections

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

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

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

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

9. RFP Clarification

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

9.2 The Commission shall respond within **five (5)** days of receipt of the query.

9.3 Should the Commission deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITC Clause 10.

10. RFP Amendment

10.1 At any time prior to the deadline for submission of Proposals, the Commission, for any reason on its own initiative or in response to a clarification request in writing from a Consultant, may amend the RFP by issuing an amendment.

10.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing through media.

10.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the Commission may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC Sub-Clause 26.3.

C. Proposal Preparation

11. Proposal: Only one & Preparation Costs

11.1 Consultants, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal.

11.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

12. Proposal: Language

12.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS.

13. Proposal: Documents

13.1 The Proposal prepared by the Consultant shall comprise the following:

(a) Technical Proposal;

(b) Financial Proposal;

(c) documentary evidence establishing the Consultant's eligibility; and

(d) any other document required as stated in the PDS.

14. Proposal: Preparation

14.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

14.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 15 and 16 using the forms furnished in Section 3A: Technical Proposal - Standard Forms.

14.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 17 and using the forms furnished in Section 3B: Financial Proposal; Standard Forms.

14.4 All the forms mentioned in ITC Clauses 16.1 and 17.1 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing of which the Proposal may be rejected as being incomplete.

15. Technical Proposal Preparatio

15.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub-Clause 15.2 to 15.4 inclusive.

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15.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the Commission shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the Commission, which must be obtained prior to the submission of a proposal. A short listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the Commission. For such cases, the Proposal shall be submitted in the name of the short listed Consultant. For such sub-consultancy (etc.), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc.) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract. Association with international firms is encouraged.

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

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

16. Technical Proposal: Format and Content

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

(a) Form 3A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:

(b) Form 3A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot

be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Commission

(c) Form 3A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Commission.

(d) Form 3A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 3A5) and should be in the form of a bar chart showing the timing proposed for each activity.

(e) Form 3A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.

(f) Form 3A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.

(g) Form 3A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.

(h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment.

(i) Any additional information that might be requested in the PDS.

16.2 The Technical Proposal shall not include any financial information.

17. Financial Proposal Format and Content

17.1 The Financial Proposal shall provide the following information using the Standard Forms (Section 3B):

(a) Form 3B1: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.

(b) Form 3B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;

(c) Form 3B3: being the breakdown of costs against staff remuneration;

(d) Form 53B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;

(e) Form 3B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.

If appropriate, all these costs should be broken down by activity.

18. Taxes

18.1 Lake Victoria Basin Commission is exempted from payment of all kinds of taxes and duties; however it is the responsibility of the Consultant to be familiar with the relevant laws in Kenya, and to determine the taxes amounts to be paid, so as to facilitate application of relevant exemptions to that effect.

19. Commission Inputs

19.1 The Commission shall:

(a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;

(b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and

(c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.

20. Alternative Proposals

20.1 Unless otherwise stated in PDS, alternative proposals shall not be considered.

21. Proposal Prices

21.1 The Consultant shall indicate in the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.

21.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC Clause 40.

22. Proposal Currency

22.1 All prices shall be quoted in United States Dollars (USD)

23. Proposal Validity

23.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the Commission.

23.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Commission will make its best effort to

complete negotiations within this period.

24. Proposal Format and Signing

24.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 16.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 17.1 and clearly mark them “ORIGINAL”.

24.2 The Consultant shall prepare the number of copies as specified in the PDS of the Technical Proposal and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

24.3 The original and all copies of the Technical and the original of the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

24.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialled by the person signing the Proposals.

D. Proposal Submission

25. Proposal: Sealing and Marking

25.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “ORIGINAL” and “COPY, as appropriate.” These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as “TECHNICAL PROPOSAL”.

25.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

25.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

(a) bear the name and address of the Consultant;

(b) be addressed to the Commission at the address specified in the PDS;

(c) bear the name of the Proposal as specified in the PDS; and

(d) bear a statement “DO NOT OPEN BEFORE *[Insert the date for opening as specified in the PDS]*”.

25.4 If all envelopes are not sealed and marked as required, the Commission will assume no responsibility for the misplacement, or premature opening of the Proposal.

25.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

26. Proposal: Submission Deadline

26.1 Proposals must be received by the Commission at the address specified under ITC Sub-Clause 25.3 no later than the date indicated in the PDS.

26.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Commission shall, on request, provide the Consultant with a receipt showing the date and time when it's Proposal was received.

26.3 The Commission may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 10, in which case all rights and obligations of the Commission and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. Proposal Submitted Late

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

28. Proposal Modification, Substitution or Withdrawal

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

(a) submitted in accordance with ITC Clause 25 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL;" and

(b) Received by the Commission prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 26.

28.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 28.1 shall be returned unopened to the Consultants.

28.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 26.

E. Proposal and Evaluation

29. Technical Proposal Opening

29.1 The Technical Proposals shall be opened half an hour after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

29.2 The Commission shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC Clause 35.

29.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 27.

30. Confidentiality

30.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti-fraud and corruption policy.

30.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the Commission.

31. Proposal Clarification

31.1 The Commission may, in writing, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be in writing and no change in the substance of the Proposal shall be sought, offered or permitted.

32. Contacting the Commission

32.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the Commission.

32.2 Any effort by a Consultant to influence the Commission in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.

33. Examination of Conflict of

33.1 During the evaluation of the Technical Proposals, the Commission shall ascertain that no new Conflict of Interest

Interest Situation (COI)

(COI) situations have arisen since the Consultant was short-listed. If the Commission identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.

33.2 If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the Commission shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.

33.3 If a Consultant has been found to mislead the Commission by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.

34. Proposal: Technical Evaluation

34.1 The Commission shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC Sub-Clause 34.2.

34.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.

35. Financial Proposal Opening

35.1 After the technical evaluation is completed, the Commission shall open the Financial Proposals for those who have scored the minimum technical marks.

35.2 The Commission shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP

35.3 Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be recorded. The Commission shall prepare minutes of the opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.

36. Proposal: Financial Evaluation

36.1 The Commission will review the detailed content of each Financial Proposal. During the review, the Commission will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

36.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the Commission will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.

36.3 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Commission there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

36.4 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

36.5 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the PDS.

37. Proposal: Combined Evaluation

37.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the PDS: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 38 to 42.

38. Proposal: Negotiation

38.1 Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation

requirements as the Commission may specify.

39. Proposal Negotiation: Technical

39.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Commission and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Commission to ensure satisfactory implementation of the assignment. The Commission shall prepare minutes of negotiations which will be signed by the Commission and the Consultant.

40. Proposal Negotiation: Financial

40.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts' inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.

41. Availability of Professional staff/experts

41.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Commission expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Commission will require assurances that the Professional staff/experts will be actually available. The Commission will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

42. Proposal Negotiations : Conclusion

42.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Commission and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the Commission will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the Commission shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the Commission to reject all proposals.

F. Contract Award

43. Contract Award

43.1 After completing negotiations and after having received the approval to award the Contract, the Commission shall award the Contract to the selected Consultant.

44. Advising Unsuccessful Consultants

44.1 After Contract signature, the Commission shall promptly notify the other Consultants that they were unsuccessful. The Commission shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.

44.2 The Commission shall promptly respond in writing to any unsuccessful Consultant who requests the Commission in writing to provide a brief statement of the reason (s) its proposal was not selected.

45. Commence-ment of Services

45.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

G. Review of Procurement Decisions

46. Right to Review

46.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on the Commission or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.

47. Time Limit on Review

47.1 The Consultant shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.

48. Submission of Applications for Review

48.1 Any application for administrative review shall be submitted in writing to the Executive Secretary.

48.2 The application for administrative review shall include:

(a) details of the procurement requirements to which the complaint relates;

(b) details of the provisions that have been breached or omitted;

(c) an explanation of how the provisions have been breached or omitted

(d) documentary or other evidence supporting the complaint where available;

(e) remedies sought; and

(f) any other information relevant to the complaint.

48.3 The Executive Secretary shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.

49. Decision by the Head of Procuring Entity

49.1 The Executive Secretary shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

(a) whether the application is upheld in whole, in part or rejected;

(b) the reasons for the decision; and

(c) any corrective measures to be taken.

Section 2: Proposal Data Sheet

Clause	
1.1	Provision of Consultancy Services for Re-Designing of the Lake Victoria Basin Commission (LVBC) Website The method of selection is Least Cost Selection
1.3	The assignments is to be completed within: **120 days**
2.1	The source of funds is: **Lake Victoria Basin Integrated Water Resources Management Programme funded by KfW**
6.1	Non-eligible countries are: None
9.1	For clarification of proposals the Commission's address is: Attention: Head, Procurement Address: **Lake Victoria Basin Commission** **East African Commission** **New Nyanza Regional Headquaters,13th Floor** P.O. Box 1510- 40100, Kisumu, Kenya Telephone: + 255 57 2023894/73,20226344 Email address: procurement@lvbcom.org and copy sabuni@lvbcom.org
12.1	The Proposals shall be written in English language.
15.3	The minimum number of professional staff is **four (4)**
17.1(d)	The Reimbursable expenses shall be the following: 1) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; 2) Cost of printing and dispatching of the Reports to be produced for the Services.
19.1	The Commission shall provide the following inputs and facilities: • Available documents and data related to the commission • Access to relevant information to the extent of its availability.
23.1	Proposals must remain valid for a minimum of ninety (90) working days after the submission date.
24.2	The Consultant must submit one original for both the Technical Proposal

<table>
<tr><td></td><td>and the Financial Proposal and two (2) of copies of the Technical Proposal.</td></tr>
<tr><td>25.3(b)</td><td>The Proposal submission address is:
Executive Secretary
East African Community
Lake Victoria Basin Commission
Nyanza Regional Headquaters, 13th floor
Owuor Otiende Road, Off Kenyatta Highway
P.O.Box 1510-40100, Kisumu, KENYA
Telephone Number: 254 572023894/73, 2026344</td></tr>
<tr><td>25.3(c)</td><td>The name of the Proposal is:
Provision of Consultancy Services for Re-designing the Lake Victoria Basin Commission (LVBC) Website.</td></tr>
<tr><td>26.1</td><td>Proposals must be submitted no later than: 30th October 2023</td></tr>
<tr><td>34</td><td>Evaluation criteria
The evaluation shall be conducted in three main stages:
• Mandatory compliance requirements
• Technical Proposal Evaluation as per detailed evaluation criteria requirements
• Financial Proposal Evaluation – Least-cost priced responsive technical proposal

Mandatory Compliance Requirements
(a) Copy of Certificate of Incorporation / Registration
(b) Copy of Valid Business / Trading License
(c) Copy of Tax identification references
(d) Copy of Valid Tax Compliance Certificate
(e) Copies of Audited financial statements for the past 3 years

The Evaluation shall be based on Least Cost Selection methodology</td></tr>
<tr><td>34.1 & 34.2</td><td>
<table>
<tr><th>EVALUATION CRITERIA</th><th>MAX SCORE</th></tr>
<tr><td>(a) Specific relevant experience of the Consultant (as a firm)</td><td>20</td></tr>
</table>
</td></tr>
</table>

	(i) Proven firm's portfolio of similar scope experience of innovative and creative web design: At least 10 assignments in the past 5years of similar scope (links be provided as demonstration of experience) ***(10 points)*** (ii) Strong and demonstrated experience in secure development in modern and popularly CMS platforms, such as Drupal, Joomla, WordPress: At Least 7 CMS customization and Integration projects with the latest versions of the CMSs (WordPress preferred) in the past 5 years (links be provided as demonstration of experience***) (5 points)*** (iii) Demonstrated experience of the firm working in the international development sector ***(5 points)***	
	(b) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	**40**
	(i) Technical Approach and Methodology with an Understanding of End Users' needs to match with adequate technical solutions. – ***20 points*** (ii) Work plan content and Time scheduling – ***10 points*** (iii) Organisation and staffing – ***10 points***	
	(b) Qualifications and Experience of Key Staff	**40**
	(i) Web Master / Team Leader – *14 points* **(ii) Graphic Designer – *10 points*** **(iii) Web Developer / Programmer - 8 points** **(iv) Knowledge Management Expert – *8 points*** ***The number of points to each of the above positions shall be determined considering the following sub criteria and relevant percentage weights.*** 1. *General qualifications (general education, training and experience) : 20%* 2. *Adequacy for the assignment (relevant education, training, experience in similar assignments) : 70%* 3. *Relevant experience working with international or regional organisations, or donor funded projects: 10%*	
	Total Points :	**100**

34.2	The minimum Technical Score (TS) required to pass is: 70 Points
36.5	The Least Cost Priced responsive bid shall be invited for negotiations.
38.1	The address for contract negotiations is: **Executive Secretary** **East African Community** **Lake Victoria Basin Commission** **New Nyanza Regional Headquaters,13th Floor** P.O. Box 1510-40100, Kisumu, Kenya Telephone: + 255 57 2023894/73,20226344 Electronic mail address: procurement@lvbcom.org
45.1	**The assignment is expected to commence immediately after signing the contract**

Section 3: Proposal Forms

3A. Technical Proposal - Standard Forms

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

3A1 Technical Proposal Submission Form

3A2 Consultant's Organization and Experience
- a. Consultant's Organization
- b. Consultant's Experience

3A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Commission
- a. On the Terms of Reference
- b. On the Counterpart Staff and Facilities

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

3A5 Work Schedule

3A6 Team Composition and Task Assignments

3A7 Staffing Schedule

3A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 3A1 Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Commission*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes[1].

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorised Signature *[in full and initials*]	
Name and title of Signatory	
Name of Firm	
Address	

[2][*Delete in case no association is foreseen.*]

Form 3A2 **Consultant's Organization and Experience**

Consultant's Organisation

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

Consultant's Experience

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

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

<table>
<tr><td colspan="2">Assignment name:</td><td>Country:</td></tr>
<tr><td colspan="2">Assignment Location within country:</td><td>Duration of assignment (months):</td></tr>
<tr><td colspan="2">Name of Client :</td><td rowspan="2">Professional Staff provided by your Organisation:
No of Staff:

No of Person-Months</td></tr>
<tr><td>Start Date (Month/Year)</td><td>Completion Date (Month/Year)</td></tr>
<tr><td colspan="2">Name of associated Consultants, if any:</td><td>№ of Person-Months of Professional Staff provided by associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Detailed Narrative Description of Project:</td></tr>
<tr><td colspan="3">Detailed Description of Actual Services Provided by your Staff:</td></tr>
</table>

Firm's Name:	
Authorised Signature:	

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

On the Terms of Reference

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

On Counterpart Staff and Facilities

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

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

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

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

a) **Technical Approach and Methodology**. Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you.

b) **Work Plan**. Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Commission), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Commission and other institutions involved in the project also should be provided.]

Form 3A5 Work Schedule

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

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Commission approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 3A6 Team Composition and Task Assignments

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

Form 3A7 Staffing Schedule1

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

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

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

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

12. CERTIFICATION

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

_____ Date: _____

[*Signature of staff member or authorized representative of the staff*]
Day/Month/Year

Full name of authorized representative:
_____

3B. Financial Proposal - Standard Forms

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

3B1 Financial Proposal Submission Form

3B2 Summary of Costs

3B3 Breakdown of Staff Remuneration

3B4 Breakdown of Reimbursable expenses

3B5 Breakdown of Taxes

Form 3B1 Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Commission*]

Dear Sirs:

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

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

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

Name and Address of Agents	Amount	Purpose of commission or gratuity

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

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

Signed

In the capacity of:

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

Date:

Form 3B2 Summary of Costs

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

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

Form 3B3 Breakdown of Staff Remuneration

Name1	Position2	Staff-month Rate3	Input3 (Staff-months)	[Indicate Sub Cost for each staff] 4
Staff				
		Head Office		
		Field		
			Total Costs	

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

Form 3B4 Breakdown of Reimbursable Expenses

N°	Description1	Unit	Unit Cost2	Quantity	[Indicate sub cost for each item]3			
	Per diem allowances	Day						
	Travel expenses	Trip						
	Expenses related to field work, consultations and disseminations							
	Cost of printing and dispatching of the							
	Other transportation							
	Others (specify)							
	Total Costs							

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

Form 3B5 Breakdown of Taxes

Sl. No.	Description1	Unit	Unit Cost 2	Quantity	[Indicate cost for each item] 3			

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

SECTION 4: TERMS OF REFERENCE

TERMS OF REFERENCE FOR LVBC WEBSITE RE-DESIGN SERVICES

I. Background

Lake Victoria (LV), with a surface area of 68,870 Km², is Africa's largest and the world's second largest freshwater lake. The Lake lies at an altitude of 1,134m above sea level and touches the equator on its northern reaches. Lake Victoria is a trans-boundary water resource shared by Kenya 6%; Tanzania 51% and Uganda 43%. Rwanda and Burundi lie in the upper catchment of the lake. The Lake Victoria catchment area covers 180,950 Km² with Tanzania occupying 44%, Kenya 22%, Uganda 16%, Rwanda 11% and Burundi 7%. The Lake is considered one of the most important shared natural resources by the Partner States of the East African Community (EAC) and is a major source of water and fisheries resources in the region. The socio-economic importance of Lake Victoria to the East African region is associated with the fact that it is the largest inland water fishing sanctuary; a major inland water transport linkage for the EAC Partner States; a source of water for domestic, industrial, and commercial purposes; a major reservoir for hydroelectric power generation; a major climate modulator in the region and a rich biodiversity sanctuary.

The 1st EAC Council of Ministers declared the basin as a 'Regional Economic Growth Zone' and 'an Area of Common Economic Interest' for the people of East Africa that should be managed in a coordinated manner to maximize its economic and social benefits, as well as take care of any environmental and social concerns.

The Lake Victoria Basin Commission (LVBC) is a specialized institution of the EAC that is responsible for coordinating the sustainable development of the Lake Victoria Basin (LVB). The establishment of the Commission is provided for under Article 114 of the 1999 Treaty establishing the EAC. The LVBC was declared effective by the EAC Council of Ministers in July 2005 after successful ratification of the Protocol for Sustainable Development of the LVB in December 2004.

The Partner States agreed to cooperate in the areas as they relate to the conservation and sustainable utilization of the resources of the Basin in:

a) Sustainable development, management, and equitable utilization of water resources.
b) Sustainable development and management of fisheries resources.
c) Promotion of sustainable agricultural and land use practices including irrigation.
d) Promotion of sustainable development and management of forestry resources.
e) Promotion of development and management of wetlands.
f) Promotion of trade, commerce, and industrial development.
g) Promotion of development of infrastructure and energy.
h) Maintenance of navigational safety and maritime security.
i) Improvement in public health with specific reference to sanitation.
j) Promotion of research, capacity building and information exchange.

k) Environmental protection and management of the Basin.
l) Promotion of public participation in planning and decision-making.
m) Integration of gender concerns in all activities in the Basin; and
n) Promotion of wildlife conservation and sustainable tourism development.

II. The LVB IWRM Programme

The Lake Victoria Basin Integrated Water Resources Management (LVB – IWRM) Programme is a coordinated and systematic cross-border initiative for sustainable development, protection and monitoring of the Lake Victoria Basin Water resources. The Programme activities cover five EAC Partner States of Burundi, Kenya, Rwanda, Tanzania, and Uganda.

The Lake Victoria Integrated Water Resources Management Programme (LVB IWRMP) is a regional programme coordinated by the Lake Victoria Basin Commission (LVBC) and implemented in the five Partner States of the East African Community (EAC): Burundi, Uganda, Kenya, Rwanda and Tanzania through High Priority Investments (HPIs).

The LVB IWRM Programme co-funded by the Federal Republic of Germany (through BMZ) and the European Union (EU) aims at improving water quality and availability through the strategic and sustainable management of the Lake Victoria Basin. The Programme has two components:

1. Strengthening LVBC Secretariat strategic and regional water resource management function through the establishment of a mutually approved and legally anchored IWRM strategy for the basin as well as the establishment of a Water Information System. This supports a pipeline of prioritized investment projects for subsequent financing.
2. Reducing effluents into Lake Victoria through the implementation of targeted High Priority Investments (HPIs) in partnership with the EAC Partner States of Burundi, Kenya, Rwanda, Tanzania, and Uganda, and through awareness and hygiene sensitization campaigns.

Context

The LVBC website (www.lvbcom.org) is the primary medium used for dissemination of information news, events, and stakeholder engagement across the various connected social media platforms and project microsites under its coordination. This site network is maintained by the Communications Unit and is updated on demand, subject to internal control procedures.

The LVB IWRM Programme has also developed its project website (www.lvbiwrmp.org) which provides additional details, documents, information and insight into the LVB IWRM Programme. It includes the LVB IWRM Knowledge Hub and Document Repositories related to the Programme.

The Commission through its mandate intends to consolidate the developed project resources under a unified, scalable, and re-designed website infrastructure to enhance the Commission’s corporate Identity, compliance with regional and international policies, standards, and branding guidelines. This intent to facilitate

and support the Communications Plan and outreach efforts of the Commission are aimed at better stakeholder engagement, efficiently in informing our target audiences whilst ensuring compliance with standard legal, technical and transparency obligations.

Through the LVB IWRMP Project's Communication and Visibility (C&V) component the perception, importance, prominence and impact of the Lake Victoria Basin Commission in the region and that of the development partners shall be enhanced through the promotion of its values in the re-designed Commission website.

III. Objectives

The overall objectives of the LVBC website re-design are as follows:

a) Develop a new-look and feel to the LVBC Website incorporating the EAC/LVBC and KfW/EU brand and visibility guidelines.
b) Consolidation of all project microsites into a single unified and scalable platform and migrate current content into a clear, streamlined, intuitive and easily accessible information structure, making the new web site visibly enhanced in terms of navigation and information research.
c) Incorporate cutting edge tools with rich features and more extensible technologies in the design to better promote and deliver content to stakeholders on the organization's activities relative to its core mandate through Responsive design; Social sharing features – including Twitter and Facebook shared by text selection and Twitter feeds by handles and hashtags; Multiple page styles and custom post types; Language translation options; Comprehensive Search function; Interactive map; Mail Bulletin Opt-in; Visually challenged person's optimizations, Promotion delivery and Ad management, AI integration for FAQ and help chatbots.
d) Ensure compliance with the EAC/LVBC, regional and international policy and regulatory requirements in terms of Confidentiality, Integrity and security.
e) Knowledge transfer to the Communications Unit and systems administrators to handle content management and systems management for sustainability post-development.

To achieve the objectives, LVBC is hiring the services of a specialized web development and design company (Firm).

IV. Scope of Work

The Identified Firm must provide service design, operation and transition as defined in the ITIL documentation (https://www.axelos.com/best-practice-solutions/itil) for the LVBC web site and back- end database as well as a Content Management System (CMS).

The Identified Firm must identify and provide a team *(Web Master, Graphic Designer, Web Developer / Programmer, Knowledge Management Expert)* with the necessary know-how and experience required to perform all the tasks to complete the redesign of the web site and subsequent implementation of any approved new solutions.

a. Service Design, Operation and Transition

The web site must be fully available for all major browsers (Microsoft Edge, Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari etc.).

1. Content Management System:

   Providing and updating a CMS, including the plug-ins/extensions and any other web application used or that can be needed in the framework of the contract. The CMS must provide functionalities and technical features equivalent or superior to the current system used by the LVBC. The CMS must be user-friendly and easy to understand for people with no web management background. The CMS must include a secure framework that provides for user management functions that will allow secure authorized updating of the web site using the CMS.

   The Identified Firm will be responsible for various tasks which will include but not be limited to those detailed below:

   - Creating and changing templates.
   - Developing and implementing web site functions and/or feature sets through modules and plugins.
   - Acting as a helpdesk for the LVBC staff for resolving all issues related to the operation and management of the new web site.
   - Cooperating and coordinating with other LVBC Identified Firms that provide related services if necessary or where applicable.

2. Re-design of the Web site: Service Design and Transition

   The LVBC intends to initiate a re-design of its web site to make this solution modern, more user- friendly, improve its ability to better inform on the LVBC tasks and responsibilities and act as the primary spearhead for the outreach mandates of the LVBC Communications Unit.

   The new site design must provide a solution that renders display all the documents and information released on the web site in a modern, innovative, and intuitive manner. Any new written content will be provided by the LVBC, most probably in Word, Excel, PowerPoint, or PDF format. The new web site must also be automatically available in a version suitable to use on mobile devices.

3. Design and Layout for the Re-design of the Web site

   The Identified Firm must propose at least three (3) new design layouts for the LVBC web site with regards to the EAC and EU Brand guidelines. The new layout must be developed especially for the LVBC and must not be a generic layout. It must be clear, intuitive and facilitate easy access to information.

   All designs are expected to reflect the institutional image of the LVBC and be in line with EAC brand guidelines.

   LVBC will evaluate the options provided in terms of design, layout and ease of use. This feedback will be provided to the Identified Firm in order to facilitate an iterative process aimed at arriving at a preferred or chosen

option. Based on the chosen option, the Identified Firm will finalize the design and layout following inputs from the LVBC.

All project microsites and information portals and repositories will be consolidated into the redeveloped design and their content incorporated in the new design

LVBC and the Identified Firm will exchange views on the options to finalize the design and layout ultimately providing 3 sample template designs that LVBC will choose from. If the design and layout include images or other material that cannot be provided by the LVBC, the Identified Firm will need to provide and/or create these for the LVBC with regard to Intellectual property; all material used in the development of the site shall remain the sole property of LVBC thus the Identified firm should handle IP rights transfer as necessary.

The new design and layout must be implemented on the entire web site.

4. Menu and Organization of the Content

   The Identified Firm must advise on and propose to the LVBC an organization of the content (menu, organization of the homepage and the different pages) that will meet the LVBC's objective to build a clearer and more user-friendly web site taking care to retain scalability for futuristic developments.

   The LVBC and the Identified Firm will exchange proposals to finalize the menu. The Identified Firm must propose a technical solution to allow some specific pages and elements to be visible at different places of the web site without having to copy/past the content in the CMS.

   The Identified Firm must propose and implement templates to accommodate the different types of content of the LVBC web site (news content, projects, events, Repos, Search, meeting document, pages presenting governing bodies etc.) The agreed upon menu and content organization must be implemented on the entire web site.

5. Search Engine Optimization (SEO)

   The Identified Firm must provide advice and implement solutions in terms of SEO (Search Engine Optimization). The SEO activities shall be undertaken in conjunction with LVBC staff for seamless knowledge transfer.

6. PDF/Print/Share Facility

   Every page must include a print function and, where applicable, a PDF function that shall in an aesthetical and efficient manner include the LVBC Branding and IP information with every conversion of information or content on the website.

7. Specific Features and Functions

   The new web site must include all the features and technical functions already implemented on the current LVBC web site, among those: support for multilingual publishing, forms, specifics templates, specific features (e.g., templates for Press Releases, the templates for vacancy notices, support for three (3) LVBC official languages etc.). In addition to these, the Identified Firm must advise the LVBC and provide new features to meet the LVBC needs. All the features proposed must be user-friendly

for both the users and the LVBC staff that will manage them through the CMS.

- Calendar - The new web site must provide a calendar so that the LVBC staff can easily upload information on events organized by the LVBC or in which Partner States and stakeholders could be involved is involved. The visitors must be able to view information through a calendar or through a list gathering of events related to the same subject or taking place during the same time frame. The LVBC must be able to make some specific events more visible than others. The Identified Firm needs to ensure that all special characters -like ü, ç, Õ or é- are valid.
- Document Registry - The Identified Firm will be asked to propose and implement an improved solution for the new LVBC web site to facilitate a document registry which would include meeting documents, press releases, printed publications, electronic communiqués, and any other communications material identified by the LVBC Communications Unit.
- Interactive Maps of project Initiatives
- Create an LVB Knowledge Portal, including project documents library, maps etc.
- Making secure provision for native and embedded multimedia and i.e. Information Systems etc.
- FAQ, sitemap, privacy, bespoke, legal compliance and other landing pages i.e., GDPR landing pages etc.

8. Web accessibility policy

   The new LVBC web site must follow international guidelines for accessible web content. The site must meet the criteria for Level A (Priority 1) compliance – the basic standards recommended by the Web Content Accessibility Guidelines (WCAG) 2.1. Detailed information can be found on this link: https://www.w3.org/TR/2018/REC-WCAG21-20180605/.

9. Intellectual Property Rights (IPR):

   All intellectual property rights and the complete web site content, as well as all work performed under the contract are the express and exclusive property of LVBC.

10. Transfer

    The Identified Firm is expected to migrate all the current web site content and functions to the redesigned web site and must ensure they operate and render correctly on the new web site. During the transfer, the Identified Firm shall make sure no links are broken, especially external links leading to the main web site.

11. Training/Knowledge transfer

    A specific training exercise on the use and management of the new website must be provided by the Identified Firm to the LVBC staff. This effort must at a minimum comprise up to eight (8) days of total time committed. The Identified Firm will be responsible for its own travel expenses for this effort whether any training is delivered physically and/or on-line. The eight (8) days can be divided into half-day sessions if needed and may be recorded for learning library purposes. The Identified Firm must also deliver comprehensive documentation on the management, maintenance and design of the web site including project closure instructional documents that

clearly guide end users on how to use the new solution. The end user instructional documentation must not be overly technical and should be easy to understand for the LVBC staff with minimum background on web management.

12. Testing
    A test/demonstration system will be required to be made available for LVBC staff to follow and continuously evaluate the work of the Identified Firm. This system will also be used for preliminary acceptance testing prior to any final staging and production solution deployment.

13. Staging Services:
    The Identified Firm will be responsible for the transfer/redeployment of web site from the Identified Firm's servers (if applicable) via FTP or any other approved means to approved server(s) identified for production deployment to ensure uninterrupted service.

At completion of contract term and after the successful transfer of all content to the new web server, certify deletion of all the LVBC web site-related content from Identified Firm's servers.

b. Scope for Service Design and Service Support

The Identified Firm must provide additional service design and support as defined in the ITIL documentation (https://www.axelos.com/best-practice-solutions/itil) on an "as needed" basis for the new LVBC web site and Content Management System (CMS). The Identified Firm must identify and provide a team with the necessary know-how and experience required (webmaster, web designer, Knowledge management specialist, web developer etc.) to perform all the tasks to provide service design and support requirements.

A single project manager/Team Leader contact point as well as a back-up TTL must be identified and provided by the Identified Firm who shall be responsible for the overall leadership of the proposed team and direct its operations for the duration of the project. The Identified firm will also provide personnel with the required qualifications as stated below to undertake the development activities.

The Identified Firm must be able to respond to the LVBC staff during LVBC business hours.

The Identified Firm shall provide the following services:

- Offering professional advice concerning web site content, structure, and design.
- Designing and implementing new templates for the web site and related documents based on any new technological features available.
- Testing and validation of CMS security patches or version updates for web site compatibility in addition to provision of any technical guidance for deployment of such patches or updates.
- Cooperating and coordinating with other LVBC Service Providers providing related services i.e., Web Hosting, Domain Management, DRaaS Services etc.

The Service Design and Service Support effort is expected to last for at least one (1) year, with an option for a further renewal period thereafter.

Any expenses or products needed to fulfil this contract must be included in the proposed price.

Any software code used that is either proprietary or subject to specific license requirements must be disclosed and properly registered for authorized solution use.

V. Qualification and experience of the team

- **Web Master**
  - Bachelor's degree in computer science, information technology, or a related field.
  - 10+ years of demonstratable experience in web development and management.
  - Strong understanding of secure web design principles and best practices.
  - Experience with a variety of web development languages and frameworks.
  - Experience with content management systems (CMS).
  - Excellent problem-solving and troubleshooting skills.
  - Excellent SEO and analytical skills.
  - Ability to work independently and as part of a team.

- **Graphic Designer**
  - Bachelor's degree in graphic design, fine arts, or a related field.
  - 5+ years of demonstratable experience in graphic design.
  - Strong understanding of design principles and best practices.
  - Experience with a variety of cutting-edge graphic design and visualization software.
  - Excellent visual communication skills.
  - Ability to work independently and as part of a team.
  - Strong creative and visualization skills.

- **Web Developer / Programmer**
  - Bachelor's degree in computer science, information technology, or a related field.
  - 5+ years of demonstratable experience in web development and programming.
  - Strong understanding of web development languages and frameworks.
  - Experience with a variety of databases i.e., MariaDB, MySQL, NoSQL
  - Excellent problem-solving and troubleshooting skills.
  - Excellent communication and interpersonal skills.
  - Ability to work independently and as part of a team.
  - Adept in secure dev Ops and integration of multiple technologies

- **Knowledge Management Expert**
  - Bachelor's degree in information science, library science, or a related field.
  - 5+ years of demonstratable experience in knowledge management.
  - Strong understanding of information retrieval and organization principles.
  - Experience with a variety of knowledge management tools and technologies.
  - Excellent communication and interpersonal skills.

- Strong organizational skills.
- Ability to think strategically.

CVs of proposed staff to be submitted (according to provided template)

Track record / Portfolio of original work of similar undertakings of the same magnitude and scope in the last 5 years

Proposal Requirements

In Bidding, the firm will be required to provide technical and financial proposal documents which are as follows:

I. **A project proposal** - which clearly addresses the following requirements:
- Company profile.
- Identification of Project Team Leader Manager and secondary contact.
- Identification and expertise of project team personnel.
- Demonstrable experience together with reference contacts.
- Project management process (how do we work together throughout the process).
- Proposed Work Breakdown Schedule including clear service delivery milestones and timelines.

II. **A financial proposal** which clearly addresses the following requirements:
- All activities detailed under the Scope of Works.
- One (1) year maintenance and update of CMS modules plugins and relevant dependencies.
- One (1) year service desk support for deployed solution.

All cost proposals must be submitted in United States Dollars (USD$).

Selection criteria: Least Cost Selection shall be applied as per detailed evaluation criteria in the RFP.

The preferred Identified Firm should have and demonstrate its technical capability.

- Proven firm portfolio of similar scope experience of innovative and creative web design.
- Demonstrated experience of the firm working in the international development sector will be preferred.
- Strong and demonstrated experience in secure development in modern and popularly CMS platforms, such as Drupal, Joomla, WordPress, etc.
- Understanding of End Users‟ needs to match with adequate technical solutions.
- Strong demonstratable experience of the team in web design; Knowledge Management, Knowledge transfer, secure website administration; Google analytics; Search Engine Optimization.

To qualify for further consideration, the company must accomplish a minimum score of 70 percent in the technical proposal evaluation.

Forecast Project timeline:

Deadline for application:	_____
Selection process and Contract signing:	Two Weeks
Service Design Operation & Transition:	
Requirement gathering and website specification on functionality.	10 working days after signing of contract
Development of proposal templates (max 5)	After 40 days
Implementation and Programming	After 80 days
Content Migration and Feature development	After 100 days
Security and Functionality testing	After 110 days
Deployment & Knowledge Transfer	After 120 working days period after project inception
1 Year Maintenance & Helpdesk	

SECTION 5: DRAFT CONTRACT

CONTRACT FOR PROVISION OF CONSULTANCY SERVICES FOR RE-DESIGNING OF THE LAKE VICTORIA BASIN COMMISSION (LVBC) WEBSITE

BETWEEN

LAKE VICTORIA BASIN COMMISSION

AND

[Name of Consultant]

[Date]

SECTION 1: FORM OF CONTRACT

This Contract (together with all Appendices attached hereto and forming part hereof, called the "Contract") is made this ……. day of …… the year Two Thousand and nineteen between **Lake Victoria Basin Commission** of Post Office Box 1510 - 40100, Kisumu, Kenya (hereinafter referred to as "the Commission") on the one hand and **[Name of Consultant]**(hereinafter referred to as "the Consultant") on the other hand.

[***Note**: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "… (hereinafter called the "Commission") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Commission for all the Consultant's obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the "Consultant").]*

WHEREAS

(a) the Commission has requested the Consultants to provide Consultancy Services for **……** as defined in this Contract (hereinafter called the "Services"); and

(b) the Consultants, having represented to the Commission that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
   (a) The Form of Contract;
   (b) The Special Conditions of Contract (SCC);
   (c) The General Conditions of Contract (GCC),
   (d) The Appendices (1 to 6).
      Appendix 1: Description of the Services
      Appendix 2: Reporting Requirements
      Appendix 3: Personnel and Sub Consultants
      Appendix 4: Hours of Work for Personnel
      Appendix 5: Obligations of the Commission
      Appendix 6: Cost Estimates

2. The mutual rights and obligations of the Commission 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 Commission shall make payments to the Consultant in accordance with the provisions of the Contract; and

(c) the Consultant understands that the Commission is tax exempt and accordingly, will pay no taxes on the fees charged by the Consultant PROVIDED that the Commission shall furnish the Consultant with the necessary exemption certificate or other documentary evidence acceptable to the relevant tax authorities and shall indemnity the Consultant in the event that the Consultant is required to pay such taxes.

3. In consideration of the services provided, providing the services,

(a) EAC shall pay the Consultant a consultancy fee in the sum of United States Dollars *[amount]*

(b) Reimbursable expenses as specified in Appendix 6 of this Contract

4. The Consultancy fee will be paid as follows:

(a) **30%** of the total consultancy fee upon submission of acceptable Inception Report

(b) **40%** of the total consultancy fee upon submission of acceptable Draft Report;

(c) **30%** of the total consultancy fee upon submission and approval of Final Report.

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

FOR AND ON BEHALF OF THE COMMISSION:

For and behalf of **The Lake Victoria Basin Commission**,

NAME: .....

SIGNATURE.....

TITLE: **Executive Secretary, Lake Victoria Basin Commission**

In the presence of,

NAME: .....

SIGNATURE.....

TITLE:

……

FOR AND ON BEHALF OF THE CONSULTANT:

For and behalf of **[Name of Consultant's Firm]**,

NAME:

……..

SIGNATURE.....

TITLE:

……

In the presence of,

NAME: .....

SIGNATURE.....

TITLE:

……

Company Stamp:

SECTION 2: GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

(a) The **"Commission"** 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 Commission and is named as such in the SCC and the Contract Agreement.

(e) **"Contract Agreement"** means the Agreement entered into between the Commission and the Consultant together with the Contract Documents.

(f) **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.

(g) **"Day"** means calendar day.

(h) **"EAC"** East African Community

(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 Commission or the Consultant, as the case may be, and **"Parties"** means both of them. Third party means any party other than Commission 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 Basin Commission.

(t) **"Services"** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.

(u) **"Sub-Consultant"** means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(v) **"Third Party"** means any person or entity other than the Government, the Commission, 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 Commission 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 Commission 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 Commission, 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 Commission related to matters of alleged fraud or corruption shall be in writing.

3.4 The Commission 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 Commission 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 Commission 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 Commission;

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

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

4. Interpretation

4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 Entire Agreement

(a) The Contract constitutes the entire agreement between the Commission and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

4.3 Amendment

(a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Non-waiver

(a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

(a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.6 Phased completion

(a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

5. Documents Forming the Contract and Priority of Documents

5.1 The following documents forming the Contract shall be interpreted in the following order of priority:

(a) The Contract Agreement;

(b) The Special Conditions of Contract (SCC);

(c) The General Conditions of Contract (GCC),

(d) The Appendices (1 to 6).

6. Eligibility

6.1 The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.

7. Governing Language

7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Commission shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Applicable Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania.

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 Commission 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 Commission.

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 Commission 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 Commission 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 Commission may approve.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Commission under this Contract, including without limitation the receiving of instructions and payments from the Commission.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Commission or the Consultant may be taken or executed by the officials specified in the SCC.
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion and Modification of Contract

18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the "Effective Date") of the Commission's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination of Contract for Failure to Become Effective	19.1	If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20. Commencement of Services

20.1 The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

21. Expiration of Contract

21.1 Unless terminated earlier pursuant to GCC Clauses 51 to 54 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

22. Modifications or Variations

22.1 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Clause 44.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

C. Consultant's Personnel and Sub-Consultants

23. General

23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.

24. Description of Personnel

24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3.

25. Approval of Personnel

25.1 The Commission 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 Commission 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 Commission:

(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 Comm's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Commission

27.2 In the event that any personnel is found by the Commission to be incompetent or incapable if discharging the assigned duties, the Commission may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Commisson, 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 Commission; and

(c) at all times support and safeguard the Commission'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 Commission'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 Tanzania 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 Commission, in respect of loss of or damage to equipment and materials furnished by the Commission, or purchased by the Consultant in whole or in part with funds provided by the Commission.

34.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.

34.3 The Consultant shall indemnify the Commission 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 Commission 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 Commission, 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 Commission, 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 it's own cost, but on terms and conditions approved by the Commission, insurance against the risks, and for the coverage specified in the SCC; and

(b) at the Commission's request, shall provide evidence to the Commission 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 Commission 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 Commission, if so required by the Commission as the case may be.

36.2 The Consultant shall furnish the Commission such information relating to the Services as the Commission may from time to time reasonably request.

37. Reporting Obligations

37.1 The Consultant shall submit to the Commission 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 Commission under this Contract shall become and remain the absolute property of the Commission, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Commission. 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

39.1 Equipment, tools and materials made available to the Consultant by the Commission, or purchased by the Consultant wholly or partly with funds provided by the Commission, shall be handed over to the Commission on termination or expiration of the Contract, or may be disposed

Commission. of in accordance with the Commission's instructions.

E. Obligations of the Commission

40. Assistance and Exemptions

40.1 The Commission 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 Commission

41.1 The Commission 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 Commission shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Commission with the Consultant's advice, if specified in Appendix 5B to the contract.

43. Commission's Representative

43.1 The Authorised Representative from the Commission as specified in GCC Sub-Clause 16.1 shall be the Commission'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 Commission.

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

45.1 Remuneration for the Personnel shall be determined on the

and Reimbursable Expenses

basis of time actually spent by such Personnel in the performance of the Services at the rates agreed and specified in Appendix 6 to the Contract and subject to price adjustment, if any, as specified in the SCC. Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).

45.2 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.

46. Terms and Conditions of Payment

46.1 All payments under this Contract shall be made in United States Dollars (USD) to the account of the Consultant specified in the SCC.

46.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the Contract, may be charged to the contingency, provided for only if such expenditures were approved by the Commission prior to being incurred.

46.3 The Commission shall pay the Consultant within a number of days specified in the SCC after the receipt by the Commission of such invoices with supporting documents.

46.4 If the Commission 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 Commission 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 Commission in equal instalments 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 Commission, 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 Commission 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 Commission. If the Commission 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 Commission.

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

50. Suspension of Payments

50.1 The Commission may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a) shall specify the nature of the failure, and

(b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Termination and Settlement of Disputes

51. Termination for Default

51.2 The Commission or the Consultant, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part if the other party causes a

fundamental breach of Contract.

51.3 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

(a) If the Consultant fails to remedy a failure in the performance of their obligations under the Contract;

(b) If the Consultant submits to the Commission a statement which has a material effect on the rights, obligations or interests of the Commission and which the Consultant knows to be false;

(c) If the Consultant, in the judgment of the Commission, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;

(d) If the Consultant or the Commission fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 57.2;

(e) If the Commission fails to pay any money due to the Consultant pursuant to this Contract and not subject to; or

(f) If the Consultant or the Commission 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 Commission, 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 Commission and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty eight (28) days.

54.2 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions,

strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

55. Cessation of Services

55.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 51 to 54, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

56. Payment upon Termination

56.1 Upon termination of the Contract pursuant to GCC Clauses 51 to 54, the Commission 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 Commission and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

57.2 Arbitration

(a) If the dispute cannot be settled amicably the same may be settled through arbitration in accordance with the provisions of the East African Court of Justice in Arusha Tanzania.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

Clause	
1.1 (a)	The Client is ***Lake Victoria Basin Commission*** **Authorised Representative is the Executive Secretary or his designated representative**
1.1 (b)	The Consultant is [*Name, address and name of authorized representatives*]
1.1 (c)	The Intended Completion Date is within 120 days after signing the contract.
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 English
11.1	The addresses for **Communications and Notices** are East African Community Lake Victoria Basin Commission P. O. Box 1510-40100, Kisumu, Kenya Attention: Executive Secretary Tel: +254 57 2023894/73 E-mail: lvbc@lvbcom.org **Consultant** : Attention : Facsimile : E-mail :
15.1	The Member in Charge is *[insert name of member]*. ***Note**: If the Consultant consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 11 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.*

16.1	The Authorised Representatives are: **For the Commission** **The Executive Secretary** **For the Consultant**:
18.1	The Contract Effectiveness date shall be the contract signature date.
19.1	The time period shall be 21 days
20.1	The time period shall be Commencement within 7 days of contract effectiveness.
21.1	The time period shall be *[insert time period, e.g.: twelve months]*.
34.4	The ceiling on Consultant's liability shall be limited to *the consultancy cost*
35.1(a)	The risks and the coverage shall be as follows: (a) Professional Liability insurance in accordance with the relevant provisions of the Applicable Law. (b) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services ***in an amount equal to their full replacement value.***
38.1	"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Commission".
40.1	*Note: List here any assistance to be provided by the Commission. If there is no such other assistance, then state*

	"None".
44.2	The ceiling is: *[insert amount] and Lumpsum*
45.1	The prices charged for the Services provided shall be fixed for the duration of the Contract.
45.2	The Reimbursable expenses are set forth in Appendix 6 to the Contract
46.1	The account of the Consultant is : [*insert account details*]
46.3	The Commission shall effect payment within ***30 days of invoicing*** days upon submission of specified deliverables and complete documentation in relation to the Consultancy
46.4	The interest rate is *[insert rate].*
47.1	The following provisions shall apply to the advance payment and the advance payment guarantee: (1) An advance payment *[insert amount]* in United States Dollars (US$) shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Commission in equal instalments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. **Not Applicable**
47.2	The number of months for which the Advance payment will be offset is [*insert number]* months. Not Applicable
57	The place of Arbitration is ***the East African Court of Justice in Arusha, Tanzania.***

APPENDICES

Appendix 1 Description of the Services

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

Appendix 2 Reporting Requirements

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

Appendix 3 Key Personnel and Sub Consultants

List under*:*

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

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

Appendix 4 Hours of Work for Key Personnel

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

Appendix 5 Obligations of the Commission

List under:

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

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

Appendix 6 Cost Estimates

List hereunder cost estimates:

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

6B. Reimbursable expenses:

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

Appendix 7 Bank Guarantee for Advance Payments

Contract No: Date:

To:

[Name and address of Commission]

ADVANCE PAYMENT GUARANTEE No:

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

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

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

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

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

Signature Signature

CONFIDENTIAL BUSINESS QUESTIONNAIRE

VENDOR REGISTRATION No:

East African Community
Lake Victoria Basin Commission
Nyanza Regional Headquarters, 13th floor
Owuor Otiende Road, Off Kenyatta Highway
P.O. Box 1510-40100, Kisumu, KENYA
Telephone Number: 254 572023894/73, 2026344

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			
(i) Name of Company:			
(ii) Street Address (physical location of the registered headquarters):			
(iii) City:	**(iv) State/Postal Code:**	**(v) Country:**	
(vi) P.O Box:	**(vii) Telephone Number:**	**(viii) Fax Number:**	
(ix) Company Email Address:	**(x) Company Website Address:**		
(xi) Contact Name/Title/Address (if different):	**(xii) Telephone Number:**		
	(xiii) Contact Email Address:		
(xiv) Type of Business (Mark one only): Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Government Agency ☐ Other (Specify) ☐ _____			
(xv) Year Established:	**(xvi) State/Province/Country where registered:**	**(xvii) Business registration/license number:**	**(xviii) Number of full time employees:**

Section 2: Financial Information		
(i) Gross Annual Turnover for the last 3 years (please state currency)		
Year 1:	Year 2:	Year 3:
(ii) Bank Name:	(iii) Bank Account No.:	
(iv) Address of Bank (City/State/Region/Postal Code):	(v) Country:	
	(vi) Main Office ☐	
(vii) Swift Code or ABA Bank or National Clearing Number:		
(viii) Intermediary Bank (Alternate payee), if required:		
(ix) Bank Name:	(x) Bank Account No.:	
(xi) Address of Bank (City/State/Region/Postal Code):	(xii) Country:	
(xiii) Swift Code or ABA Bank or National Clearing Number:		

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

(i) Has your company ever filed or petitioned for bankruptcy or reorganisation? Yes ☐ No ☐
(If yes, please attach a detailed explanation, filing date and current status)

(ii) Has your company ever filed or petitioned for bankruptcy or reorganisation? Yes ☐ No ☐
(If yes, please attach a detailed explanation)

(iii) Has your company ever been debarred from Government contracts, EAC, or other International Multilateral/Financial Institution Procurement or project contracts? Yes ☐ No ☐
(If yes, please attach a detailed explanation)

Section 4: Goods Services Classification

(a) Indicate your company's primary line of Business:

Manufacturing ☐ Distributor ☐ Wholesaler ☐ Leasing ☐
Maintenance ☐ Service ☐ Consulting ☐ Works ☐
Other (Specify) ☐ _____

(b) Provide a description of your company's primary products/services in order of competence:

(c) Company literature attached:

Catalogue ☐ **Brochure** ☐ **Other (Specify)** _____

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

Name (please print)	Signature	Date

Functional Title (please print):

Have you attached?

- ☐ **Annual Reports or audited financial reports for last 3 years/tax filings for last year**
- ☐ **Company literature (catalogues, brochures, etc)**

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

ANNEX 1
GUIDELINE FOR VENDOR REGISTRATION AND ELIGIBILITY
THE EAST AFRICAN COMMUNITY **(EAC)**

I. Who may apply for Vendor registration at the EAC?

You may apply as a supplier of goods, services, or works if you are either 'A' or 'B' or 'C' as defined below and meet the eligibility criteria detailed in Section III of this document.

Definition:

a) Natural Persons: A natural person is eligible if he or she is a national of a member of the Community. Where a person has more than one nationality, such person shall be eligible if the nationality indicated in his or her registration form is that of a member of the Community. In this definition, a member of the Commission is an eligible member country of the EAC.

b) Corporations: A corporation is eligible if it satisfies the following criteria:

a) It is incorporated in a country that is a member of the Community;
(i) It is a national of a country that is a member of the Community as determined by the law of its place of incorporation;
a. It has its principal place of business in a country that is a member of the Community.

C. Joint Ventures and Associations: An unincorporated joint venture, partnership or association shall be eligible if at least 60% of its individual or corporate members satisfy the eligibility requirement for individuals or corporations.

II. How do businesses and independent contractors become eligible to register as an EAC Vendor?

To register as an EAC Vendor, a business or an independent contractor must complete the EAC Confidential Business Questionnaire, and provide the required support documentation referred to on the form. All the sections of the form and all support documentation shall be submitted in English. If the documentation is in language other than English, it should be accompanied by a certified translation. The Business must meet the criteria detailed in points 1-9 below.

III. Eligibility criteria to register as an EAC Vendor

(i) The business enterprise must currently be incorporated, or registered as a company (corporation, limited, partnership) and be able to demonstrate that it has been and is offering goods/services under the business name. Independent contractors must be able to demonstrate that they have been engaged in their business activity for not less than one year.

(ii) The Vendor should have operated with a positive operating income for the respective periods noted on the registration form and must provide Annual Reports and/or audited financial statements or certified tax filings for that period which will be subject to financial review.

(i) Financial ratios must be within the acceptable range for the relevant industry sector. For this purpose, the East African Commission will define acceptable range for these ratios.

(ii) The Vendor must provide client references for work, which has been performed within the last two-year period. (References may be contacted by Institutional Procurement and responses evaluated).

(iii) The Vendor must provide evidence of insurance coverage for the following categories: Comprehensive General Liability and Workers' Compensation.

(iv) The Vendor currently must not be debarred from contracting with any East African Community member Government or from projects funded by the East African Community, the World Bank or other international agencies.

(v) The Vendor must legally be able to conduct business in the country or countries for which they are registering.

(vi) The Vendor must have more than one business client and not more than 20% of its total revenue can be derived from EAC contracts. Every 2 years there will be a random review of registered vendors. Should this review find that a vendor does not comply with these requirements; the vendor will be ineligible to contract for any additional work until the ratio is brought into line.

(vii) Government-owned enterprises must be legally and financially autonomous; and must operate under commercial law.

IV What does it mean to be a Registered Vendor?

A "Registered Vendor" **will be eligible to bid** on EAC Institutional Procurement requirements. Registered vendors will advise the EAC of any significant business changes. Registered vendors may be asked to submit updated and/or provide additional information that may be used in determining the vendor's ability to participate in specific requests for proposal for major procurements, where additional qualification criteria, specific to the requirement, have been determined.