



Standard Bidding Document

for the

Procurement of Goods

OPEN BIDDING

Subject of Procurement: :	INVITATION TO BID FOR SUPPLY, DELIVERY AND INSTALLATION OF EQUIPMENT FOR THE MARKING OF FISH BREEDING AREAS IN LAKE VICTORIA
Publication Reference	- LVFO/SUPLS/2024-2025/060
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Standard Bidding Document

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Dear Sirs/Madams;

RE: INVITATION TO BID FOR SUPPLY, DELIVERY AND INSTALLATION OF EQUIPMENT FOR MARKING OF FISH BREEDING AREAS IN LAKE VICTORIA I; LVFO/SUPLS/2024-2025/060

The Lake Victoria Fisheries Organization (LVFO), an institution of the East African Community (EAC), is mandated to promote the sustainable management and development of fisheries and aquaculture across the region. LVFO plays a critical role in fostering food security, improving livelihoods, and creating wealth for the communities dependent on aquatic resources within the EAC. The LVFO Headquarters are based in Jinja, Uganda, and its operations extend across Partner States.

1. LVFO through the ECOFISH programme, funded by the European Union (EU) is implementing - Contribution of Sustainable Fisheries to the Blue Economy of the Eastern Africa, Southern Africa and the Indian Ocean Region, plans to procure items for marking FBAs and support Partner States to install them in demarcating some of the identified areas on a pilot basis. The items supplied will have to be installed in at least 6 pilot sites (2 per country) by either the supplier working with Partner States technical teams or technical teams working with fishing communities. The main objective/purpose is to procure durable environmentally friendly, highly visible equipment resistant to water conditions for long-term performance in marking of fish breeding areas in the Lake Victoria environment.

The LVFO now invites your sealed bid for the supply and delivery of this equipment to Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza.

On top of the technical specifications outlined under Statement of requirements section, the following will be key considerations to the supply:

- a) Durability and longevity: The materials should meet a standard of long-term durability in the Lake Victoria environment, considering factors like UV exposure, wave action, potential biofouling, and accidental damage from boats or fishing gear;
- b) Environmental friendliness: The materials must ensure genuine environmental sustainability;
- c) Installation and maintenance considerations: The items should be easy to install, and maintain, with less skills required for both;
- d) Safety equipment provision: The materials should be easily installed based on existing safety provisions with appropriate protective gear, including life jackets, for personnel to be engaged in FBA-related activities including installation and inspection to ensure safety;
- e) Demarcation signage requirements: Materials should be durable, highly visible with signages, designed for attachment at defined intervals along the float rope, clearly indicating prohibited activities within the marked FBAs to deter unauthorized access.

The procurement is organized into one lot, and eligible suppliers are invited to submit sealed bids for one lot.

2. Bidding will be conducted in accordance with the Open bidding method contained in the EAC- LVFO Procurement Manual 2023.

3. This letter of invitation is addressed to ALL shortlisted bidders to whom this invitation has been forwarded.
4. Clarifications or any changes or modifications will be communicated through the e-mail: procurement@sec.lvfo.org.
5. **The deadline for submission of bids is: Wednesday, 30th July 2025 at 2:00 p.m local time.**
6. **Bidders may submit their bids electronically to the Email: procurement@sec.lvfo.org and NOT to any other. The application should have a PASSWORD to safeguard its integrity and prevent access until the opening date and time: (Sending one email, with one complete document in PDF format, or one zipped file folder is preferred.) Please remember to send the password include a password in your submission on the deadline date.**
7. Alternatively, clearly marked, **sealed** bids can be hand delivered, sent by registered mail, or courier service to the address below, before the deadline date mentioned above. Bids will be opened publicly in the virtual presence of the bidders' representatives who choose to attend at the address below **on Wednesday, 30th July 2025 at 2:00 p.m local time** when the Bidders shall IMMEDIATELY send the said password to the same email (procurement@sec.lvfo.org) to officially open their application. **Bid Opening proceedings will be broadcast virtually via a ZOOM link to be shared with interested bidders.** A bid opening report shall thereafter be circulated to the emails of all participating bidders. Late bids shall be rejected.
8. The Bids should be **accompanied with a non-refundable Tender fee of USD 50** payable to Lake Victoria Fisheries Organization: **Account Number: 95030200000611. Account Name: Lake Victoria Fisheries Organization Bank Name: Bank of Baroda, Jinja Branch, SWIFT CODE: BARBUGKAXXX** or cash payments can be made to the LVFO Accounts Office in Jinja, Uganda. A receipt will be issued upon presentation of a bank slip to the LVFO Accountant.

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

Activity	*Projected Dates
a. issue invitation to bid	30th June 2025
b. Pre bid meeting/site visit (non-mandatory)	16th July 2025
c. Bid closing/opening date; time	Wednesday, 30th July 2025; at 2:30 p.m. local time
d. Evaluation process	By 7th August 2025
e. Contract Signature	By 15th August 2025

**Subject to revisions*

Name: Mukasa Tom Bukenya

Position of Authorized Official: EXECUTIVE SECRETARY

Address:

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

Attn: The Head of Procurement

PART 1 – Bidding Procedures

Section 1: Instructions to Bidders

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Section 1: Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of Goods and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
 - (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 working day.
- 1.3 Procurement will be undertaken in compliance with the **East African Community Procurement Policies and Procedures Manual 2023**.

2. Source of Funds

- 2.1 The Procuring and Disposing Entity indicated in the BDS has an approved budget under through Partner States' Country Contributions towards the cost of the procurement named in the BDS. The Procuring and Disposing Entity intends to use these funds to place a contract for which these Bidding Documents are issued.
- 2.2 Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3. Corrupt Practices

- 3.1 LVFO requires all bidders and providers to observe the highest standards of ethics during procurement and the execution of contracts. In this regard, LVFO;
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) *“corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and*
 - (ii) *“fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EAC-LVFO, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the EAC-LVFO of the benefits of free and open competition;*
 - (b) will reject a recommendation for award if it determines that the bidder

recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;

- (c) will suspend a Provider from engaging in any procurement proceedings for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract in any of the Partner States.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity may terminate a contract or be ordered by the Public Procurement and Disposal of Public Assets Appeals Tribunal to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Bidder or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the EAC requires representatives of both the EAC and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct in Procurement is available at the EAC and Bidders are required to indicate their acceptance of this Code through the declarations in the Bid Submission Sheet.
- 3.5 Any communications between a Bidder and the Procuring and Disposing Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring and Disposing Entity.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
 - (a) the bidder has the legal capacity to enter into a contract;
 - (b) the bidder is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the bidder's business activities have not been suspended;
 - (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and

severally liable.

- 4.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring and Disposing Entity regarding this bidding process; or
 - (e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or
 - (f) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.5 A firm that is under a declaration of suspension by the Authority in accordance with ITB Clause 3.5, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All Goods and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.

- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Republic of Uganda, the Goods indicated in its bid.

B. Bidding Document

6. Contents of Bidding Document

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.
- 6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.
- 6.3 Bidders who did not obtain the Bidding Document directly from the Procuring and Disposing Entity will be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder’s behalf, the Bidder’s name must be registered with the Procuring and Disposing Entity at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

PART 1 Bidding Procedures

- Section 1. Instructions to Bidders (ITB)
- Section 2. Bid Data Sheet (BDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Goods
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

7. Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS. The Procuring and Disposing Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The Procuring and Disposing Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring and Disposing Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub- Clause 24.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Procuring and Disposing Entity may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring and Disposing Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid and Communications

- 10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.
- 10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless otherwise specified in the BDS.
- 10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Documents Comprising the Bid

The bid shall comprise the following:

- (a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 21;
- (c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17 establishing that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (h) any other document(s) required in the BDS.

12. Bid Submission Sheet and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:
 - (a) the reference of the Bidding Document and the number of each addenda received;
 - (b) a brief description of the Goods and Related Services offered;
 - (c) the total bid price;

- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration of nationality of the Bidder;
- (h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
- (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;
- (j) confirmation that the Bidder has not been suspended by the Authority;
- (k) a declaration on gratuities and commissions; and
- (l) an authorised signature.

12.2 The Bidder shall submit the Price Schedule for Goods and Related Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

- (a) the item number;
- (b) a brief description of the Goods or Related Services to be supplied;
- (c) their country of origin and percentage of Ugandan or East African Community content;
- (d) the quantity;
- (e) the unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);
- (f) customs duties and all taxes paid or payable in Uganda;
- (g) the total price per item;
- (h) subtotals and totals per Price Schedule; and
- (i) an authorised signature.

13. Alternative Bids

13.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.

13.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -

- (a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
- (b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
- (c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

13.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.

- 13.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled “Main Bid” and “Alternative Bid”.
- 13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.
- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d) and ITB Sub-Clause 14.8 respectively.
- 14.5 The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.
- 14.6 Prices quoted on the Price Schedule for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Procuring and Disposing Entity. This shall not in any way limit the Procuring and Disposing Entity’s right to contract on any of the terms offered:
- (a) for Goods;
 - (i) the price of the Goods, quoted CIP or other Incoterm as specified in the BDS;
 - (ii) all custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the Goods or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (b) for Related Services;
 - (i) the price of the Related Services;
 - (ii) all custom duties, sales tax, and other taxes applicable in Uganda, paid

or payable, on the Related Services, if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (a) for Goods and Related Services originating in Uganda, the bid prices shall be quoted in the currency of Uganda, unless otherwise specified in the BDS; and
- (b) for Goods and Related Services originating outside Uganda, or for imported parts or components of Goods and Related Services originating outside Uganda, the bid prices shall be quoted in the currency of the expense or in the currency of the Bidder's country unless otherwise specified in the BDS.

15.2 Alternatively, the Procuring and Disposing Entity may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
- (b) justify, to the Procuring and Disposing Entity's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilise the rate of exchange specified by the Procuring and Disposing Entity to express its offer in the currency required by the Procuring and Disposing Entity. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty-one (21) days.

16. Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

17. Documents Establishing the Eligibility of Goods

- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule included in Section 4, Bidding Forms.

18. Documents Establishing the Conformity of the Goods

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.
- 18.3 If so stated in the BDS bidders may be required to submit representative samples of the Goods being offered and/or be requested to demonstrate the operation of the Goods to the Procuring and Disposing Entity.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring and Disposing Entity in the Statement of Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring and Disposing Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid until the date specified in the BDS after the date of the bid submission deadline prescribed by the LVFO. A bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.
- 20.2 The Procuring and Disposing Entity will make its best effort to complete the procurement process within this period
- 20.3 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring and Disposing Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security or a Bid Securing Declaration is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security and Bid Securing Declaration

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Security in original form and in the amount and currency specified in the BDS.

21.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:

- (a) a demand (Bank) guarantee;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified cheque; or
- (d) another security indicated in the BDS,

from a reputable source from an eligible country. The Bid Security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

21.3 Any bid not accompanied by a substantially responsive Bid Security, if one is required in accordance with ITB Sub-Clause 21.1 shall be rejected by the EAC as non-compliant.

21.4 The Bid Security of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided any required Performance Security.

21.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) *sign the Contract in accordance with ITB Clause 43; (i.e withdraws its bid during the period of bid validity*
 - (ii) *sign the contract and furnish any Performance Security in accordance with ITB Clause 44; or*
 - (iii) *accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.*

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

23 Sealing and Marking of Bids

- 23.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Procuring and Disposing Entity in accordance with ITB Sub-Clause 24.1;
 - (c) bear the Procurement Reference number of this bidding process; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Procuring and Disposing Entity will assume no responsibility for the misplacement or premature opening of the bid.

24 Deadline for Submission of Bids

- 24.1 Bids must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.
- 24.2 The Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

The Procuring and Disposing Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring and Disposing Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal and Replacement of Bids

- 26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
 - (b) received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.
- 26.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

27. Bid Opening

- 27.1 The Procuring and Disposing Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

Only envelopes that are opened and read out at the bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details that the Procuring and Disposing Entity may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Procuring and Disposing Entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on the Procuring and Disposing Entity's Notice Board within one working day from the date of the bid opening.

E. Evaluation of Bids

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.
- 28.2 Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the LVFO may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the LVFO shall not be considered. The LVFO's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the LVFO in the evaluation of the bids, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

- 30.1 The Procuring and Disposing Entity's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

- 30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods or Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Document, the LVFO's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant and responsive bids
- 30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the EAC and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Non conformities, Errors, and Omissions

- 31.1 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.
- 31.2 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- (a) 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.
- 31.3 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.
- 31.4 Provided that the bid is substantially compliant and responsive, the Procuring and Disposing Entity shall correct arithmetic errors on the following basis:
- (b) 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 Procuring and Disposing Entity 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;
 - (c) 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

- 31.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing Declaration executed.

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

- 32.1 The Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Goods and related services in accordance with ITB Clauses 4 and 5.
- 32.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder, the Goods and/or the related Services are not eligible, it shall reject the bid.
- 32.3 The Procuring and Disposing Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.4 The Procuring and Disposing Entity shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) the Bid Submission Sheet, including:
 - (i) a brief description of the Goods and Related Services offered;
 - (ii) the price of the bid; and
 - (iii) the validity date of the bid;
 - (b) the Price Schedule;
 - (c) written confirmation of authorisation to commit the Bidder; and
 - (d) a Bid Security, if applicable.

33. Detailed Commercial and Technical Evaluation

- 33.1 The Procuring and Disposing Entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 If, after the examination of the terms and conditions, the Procuring and Disposing Entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33.3 The Procuring and Disposing Entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.
- 33.4 If, after the technical evaluation, the Procuring and Disposing Entity determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34 Conversion to Single Currency

For evaluation and comparison purposes, the Procuring and Disposing Entity shall convert all bid prices expressed in amounts in various currencies into a single currency the United States Dollars (USD), using the selling exchange rate established by the Bank of Uganda and on the date specified in the BDS.

35. Margin of Preference

- 35.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

36. Financial Comparison of Bids

- 36.1 The Procuring and Disposing Entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate a bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 36.3 The Procuring and Disposing Entity's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.
- 36.4 To financially compare bids, the Procuring and Disposing Entity shall:
- (a) determine the bid price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;
 - (b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;
 - (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);
 - (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;
 - (e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;
 - (f) convert all bids to a single currency in accordance with ITB Clause 34;
 - (g) apply any margin of preference in accordance with ITB Clause 35;
 - (h) determine the total evaluated price of each bid.

37. Determination of Best Evaluated Bid(s)

The Procuring and Disposing Entity shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Bidder

- 38.1 The Procuring and Disposing Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring and Disposing Entity shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

39 LVFO's Right to Accept or Reject Any or All Bids

- 39.1 The LVFO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Procedure

- 40.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder, place such Notice on public display for a prescribed period and copy the Notice to all Bidders prior to proceeding with contract award.
- 40.2 The EAC shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40.3 The Contract shall be a Framework Contract and shall not be obliged to purchase the quantities specified, with the exception of any contract value specified as a minimum. Goods shall be purchased through call-off orders, in accordance with the Contract

41. Procuring and Disposing Entity's Right to Vary Quantities at Time of Award

- 41.1 At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.

42. Notification of Award and Letter of Bid Acceptance

- 42.1 Prior to the expiration of the period of bid validity, the EAC shall notify the successful Bidder, in writing, that its bid has been accepted by issue of a Letter of Bid Acceptance. 42.2 Until a formal contract is prepared and executed, the Letter of Bid Acceptance/Notification of award shall constitute a binding Contract
- 42.2 Until a formal contract is prepared and executed, the Letter of Bid Acceptance/Notification of award shall constitute a binding Contract

43. Signing of Contract

- 43.1 Promptly after notification of contract award by the issue of a Letter of Bid Acceptance, the EAC shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the EAC.

44. Performance Security

- 44.1 Within thirty (30) days of the receipt of the Letter of Bid Acceptance from the LVFO, the successful Bidder shall furnish any Performance Security required in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the LVFO.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award and forfeiture of the Bid Security. In that event, the LVFO may award the Contract to the next best evaluated Bidder who is determined by the LVFO to be qualified to perform the Contract satisfactorily.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: Lake Victoria Fisheries Organization (LVFO)
ITB 1.1	<p>The subject of procurement is: Supply, Delivery and Installation of Equipment for marking of the Fish Breeding Areas in Lake Victoria in Kenya, Tanzania and Uganda .</p> <p>Delivery and Installation Location specifications: Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza</p>
ITB 1.1	The Procurement Reference number of the Bidding Document is: LVFO/SUPLS/2024-2025/060
ITB 1.1	<p>The number and identification of Lots comprising this Bidding Document is One (01)</p> <p>The minimum and maximum number of Lots a Bidder may bid for is: One</p>
ITB 5.5	The Bidder shall be required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in the EAC region the Goods indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7	<p>For clarification purposes only, the Procuring and Disposing Entity's address is:</p> <p>Attention: The Executive Secretary Lake Victoria Fisheries Organization (LVFO)</p> <p>Street Address: Plot 7B/E Bell Avenue</p> <p>Town/City: Jinja</p> <p>P. O. Box No: 1625</p> <p>Country: Uganda</p> <p>Telephone: +256 434 125000/ Ext. 5070</p> <p>Electronic mail address: procurement@sec.lvfo.org</p>
ITB 7	The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than Seven (07) days before the deadline date.
C. Preparation of Bids	
ITB 10.1	The medium of communication shall be in writing.

Instructions to Bidders Reference	Data relevant to the ITB
ITB 10.2	The language for the bid is English .
ITB 11 (h)	The Bidder shall submit with its bid the following additional documents: Administrative/Mandatory requirements
ITB 13.1	Alternative Bids SHALL NOT be permitted.
ITB 14.5	The Incoterms edition is: DDP 2020
ITB 14.7	The prices quoted by the Bidder shall be: United States Dollars (USD)
ITB 15.1(a)	For Goods and Related Services originating in Uganda the currency of the bid shall be: United States Dollars . The conversion rate shall be the rate on the deadline date and time as published by the Bank of Uganda.
ITB 15.1(b)	For Goods and Related Services originating outside of Uganda the currency of the bid shall be: United States Dollars (USD)
ITB 18.3	Bidders shall provide a representative sample of the Goods as detailed in Section 6 Statement of Requirements . N/A
ITB 20.1	Bids shall be valid for a total of One Hundred Twenty (120) days from the deadline of submission .
ITB 21.1	A Bid Security SHALL NOT be required. A Bid Securing Declaration SHALL be required The template for a Bid Securing Declaration appears in the Bidding Forms below.
ITB 21.2	The amount and currency of the Bid Security shall N/A
ITB 21.3	The Bid Securing Declaration shall be valid until: Up to thirty (30) days after expiry of the bid validity period.
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: NOTARIZED POWERS OF ATTORNEY
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, the Procuring and Disposing Entity's address is: Attention: The Executive Secretary Lake Victoria Fisheries Organisation (LVFO) Street Address: Plot 7B/E Bell Avenue Town/City: Jinja P. O. Box No: 1625 Country: Uganda

Instructions to Bidders Reference	Data relevant to the ITB
	<p>Email for electronic submission of bids: procurement@sec.lvfo.org</p> <p>The deadline for bid submission is: Wednesday 30th July 2025;</p> <p>Time: 2:00 p.m (local time)</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>The Boardroom at LVFO HQs on the address below, and Virtually via ZOOM Link at the request of bidders</p> <p style="text-align: right;">Lake Victoria Fisheries Organisation (LVFO)</p> <p>Street Address: Plot 7B/E Bell Avenue</p> <p>Town/City: Jinja</p> <p>P. O. Box No: 1625</p> <p>Country: Uganda</p> <p>Date: Tuesday, 1st October 2024;</p> <p>Time: 4:15 p.m (local time)</p>
E. Evaluation of Bids	
ITB 34	<p>The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: United States Dollars (USD)</p> <p>The source of exchange rate shall be: Bank of Uganda</p> <p>The date for the exchange rate shall be: As published on the deadline date</p>
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: 25%</p>

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: LVFO/SUPLS/2024-2025/060

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of bids received shall be according to the type of procurement namely; Technical Compliance Selection for Goods and Non-Consultancy Services and Quality and Cost Based Selection for Consultancy Services

2. Summary of Methodology

2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2 The Quality and Cost Based Selection methodology recommends the highest scoring bid, which is eligible and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.3 The evaluation shall be conducted in three sequential stages – (a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received; (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and (c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

2.4 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

- (a) Eligible Bidders in accordance with ITB Clause 4; and
- (b) Eligible Goods and Related Services in accordance with ITB Clause 5.

3.2 The documentation required to provide evidence of eligibility shall be: -

- (a) a copy of the Bidder's Trading licence or equivalent;
- (b) a copy of the Bidder's Certificate of Registration or equivalent;
- (c) a copy of the Bidder's income tax clearance certificate or equivalent;
- (d) a copy of the Bidders VAT registration or equivalent;
- (e) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
- (f) a declaration in the Bid Submission Sheet of nationality of the Bidder;
- (g) a completed Price Schedule. This should contain the declaration of the origin

of the Goods;

- (h) a statement in the Bid Submission Sheet that the Bidder has no conflict of interest;
- (i) a declaration in the Bid Submission Sheet that the Bidder is not under suspension by any of the public procurement regulatory authority in any of the Partner States.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 33. The criteria shall be:

- (a) acceptance of the conditions of the proposed contract;
- (b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the Goods;
- (c) acceptable delivery schedule.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.

6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

7. Costs to be included in Bid Price

The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:

- (a) for Goods; the unit and total delivered price based on the delivery terms requested and the estimated quantity specified. The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
- (b) for services, fees; reimbursables and miscellaneous costs, for each activity. The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
- (c) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are: N/A

- (a) Adjustment for deviations in the schedule of payment, if applicable.
- (b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference N/A

- 9.1 If the BDS specifies a margin of preference to goods manufactured in Uganda for the purpose of bid comparison, the following procedures will apply:
- (a) The Procuring and Disposing Entity will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declaration of origin.
 - (b) All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. If, as a result of the preceding comparison, the lowest evaluated bid is from Group B it will be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the ex- factory/ex-warehouse bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award.

10. Determination of Best Evaluated Bid or Bids

- 10.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid. If this Bidding Document includes more than one lot, the best evaluated bid shall be determined separately for each lot.
- 10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, the Procuring and Disposing Entity shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

E Post-qualification

The Procuring and Disposing Entity shall undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

A team of Procurement Unit and User departments representatives might be called upon to carry out the necessary post qualification where necessary. This may take the form of:

1. Physical (site/inspection visits) of the bidders' premises
2. Verification/validation of the submitted documents (check the veracity of the documents and confirmation from the third party)
3. Assessment of experience of the bidder in the same area or equivalent
4. Capability and adequate resources accordingly required to carry out the contract effectively
5. The supplier's compliance with the terms and conditions of the contract should be recorded, with emphasis on timely delivery, quantities delivered as ordered
6. Any other as deemed necessary.

EVALUATION GRID

A. PRELIMINARY EVALUATION/ ADMINISTRATIVE/ MANDATORY COMPLIANCE GRID

No.	Mandatory requirement (Eligibility criteria)	Name of Bidders		
		1	2	3
	Documents that must be submitted with the bid submissions are: <ul style="list-style-type: none"> • Company Profile indicating managerial and technical capacity of the company (Atleast 10 pages including physical location and contact details) • Copy of Certificate of Registration/Incorporation (or equivalent) • Copy of Current Business/Trade License (or equivalent) • Copy of Tax identification references/ Numbers • Copy of VAT Registration Certificate • Tender Fee paid- USD 50 • Bid Validity- One Hundred Twenty (120) days • Properly signed bid/ Notarized Power of Attorney ITB 22 • Bid Document Completeness (Documents properly filled as summarized in ITB 11 and ITB 32.4) 			
	COMPLIANT/NON-COMPLIANT- C/NC			

Please note that failure to submit the required documents listed above will result in automatic disqualification, unless the evaluation team determines the omission to be immaterial - that is, it does not provide an unfair advantage over other bidders.

This preliminary examination eliminated bidders because they lacked.....

B. TECHNICAL EVALUATION CRITERIA:

Bidder Number	1	2	3	4
Name of Bidder				
Evaluation Criteria				
Conformity to all minimum technical specifications (MUST)	R/NR			
Attach product brochures				
Conclusion	R/NR	R/NR	R/NR	R/NR

KEY:

R- Responsive

NR-Non-responsive

This evaluation stage eliminated.....bidders because of.....

Technical Evaluation Criteria

- Evaluation will be based on specifications where given above
- Previous similar assignments - please attach documentary evidence (contract, LPO, completion certificate) for at least One (01) supply reference in the last three years.
- MUST Indicate the particular Trade name or Model and submit brochures of the item you are to supply

C. SUMMARY OF FINANCIAL EVALUATION/COMPARISON/PRICE:

Table: Financial Evaluation

Bid Currency	Bid Total (Incl. Duties and Taxes e.g VAT	Corrections made	Discounts	Adjustments made	Correct-ed Amount	Exchange Rate	Converted Total	Evaluated Total

- The Total Prices in United States Dollars (USD) will form the basis for financial evaluation
- Bidding for half or partial lots will not be acceptable.
- Prices should be inclusive of all duties, taxes, components of delivery to the site.
- The VAT component should be **clearly** indicated
- **NB:** The LVFO is not obliged to award to the lowest bidder

D. DETERMINATION OF THE BEST EVALUATED BID OR BIDS

The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

E. POST QUALIFICATION:

Additionally, as part of the post qualification, before the final award decision and contracting, the team of Procurement Unit and User departments representatives called upon to carry out the post qualification may also cover the following:

1. Physical (site/inspection visits) of the bidders' premises
2. Verification/validation of the submitted documents (check the veracity of the mandatory documents and confirmation from a third party)
3. Assessment of experience of the bidder in the same area or equivalent
4. Capability and adequate resources accordingly required to carry out the contract effectively

5. The supplier's compliance with the terms and conditions of the contract should be recorded, with emphasis on timely delivery, quantities delivered as ordered.
6. Any other as deemed necessary.

•

Section 4: Bidding Forms

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[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder]

Bid Submission Sheet

Date: *[insert date (as day, month and year) of bid submission]*

Procurement Reference No: **LVFO/SUPLS/2024-2025/060**

To: *[insert complete name of Procuring and Disposing Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issue date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodologies for their application are:

Unconditional discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts];*

Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*

Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid until the date specified in ITB Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1
- (g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the Authority. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status].*
- (h) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (i) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor];*

- (j) We undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the procurement process and the execution of any resulting contract;
- (k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring and Disposing Entity;
- (m) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;
- (n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency

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

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

BIDDER DUE DILIGENCE FORM

LAKE VICTORIA FISHERIES ORGANISATION
P. O. BOX 1625
JINJA, UGANDA

.....
.....

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

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

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

Section 2: Financial Information

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

3. Bank Name:	4. Bank Account No.:
5. Address of Bank (City/State/Region/Postal Code):	6. Country:
7. Swift Code or ABA Bank or National Clearing Number:	8. Branch <input type="checkbox"/> Main Office: <input type="checkbox"/>
9. Intermediary Bank (Alternate payee), if required:	
10. Bank Name:	11. Bank Account Number:
12. Address of Bank (City/State/Region/Postal Code):	13. Country:
14. Swift Code or ABA Bank Number:	

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

1. Has your company ever filed or petitioned for bankruptcy or re-organisation? Yes <input type="checkbox"/> No <input type="checkbox"/>	
(If yes, please attach a detailed explanation, filing date and current status)	
2. Has your company ever been terminated for contract non-performance? Yes <input type="checkbox"/> No <input type="checkbox"/>	
(If yes, please attach a detailed explanation)	

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

Yes

☐

No

☐

(if yes, please attach a detailed explanation)

4. Has your company changed name(s) within the last 5 years?

Yes

☐

No

☐

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

Section 4: Goods/Services Classification

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

☐

Manufacturing

☐

Distributor

☐

Retailer

☐

Leasing

☐

Wholesaler

☐

Maintenance

☐

Service

☐

Consulting

☐

Works

Other (please specify _____)

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

3. Company literature attached:

☐

Catalogue

☐

Brochure

☐

Other (specify) _____

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

Name (please print):	Signature	Date

Functional Title (please print):

Attachments:

Annual Reports or audited financial reports for last 3 years/tax filings for last year

Copy of your company's environmental policy, if applicable as far as garbage management is concerned.

Company literature (catalogues, brochures, etc.)

Any other relevant documents.

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

Send completed application to: procurement@lvfo.org

Technical Offer Form

Procurement Reference No: **LVFO/SUPLS/2024-2025/060**

Name of Bidder: *[Insert the name of the Bidder]*

Crt. No.	Specifications Required (to be filled in by the Contracting Authority)			Specifications Offered (to be filled in by the Bidder)			
	Type of goods	Technical Specification	Quantity	Type of goods	Technical Specification	References to brochures and other supporting evidence	Quantity
1	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
2	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>
n	<i>[indicate the generic name]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[no of units]</i>	<i>[indicate the brand name and model]]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the Technical Specification Form specified by the Contracting Authority in the Bidding Forms][This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].*

Price Schedule: Goods Manufactured Outside the Contracting Authority's Country, to be Imported

Procurement Reference No: **LVFO/SUPLS/2024-2025/060**

Name of Bidder: *[Insert the name of the Bidder]*

				(Group C bids, goods to be imported) In UNITED STATES DOLLARS		Date: _____ Contract _____ No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms DDP 2020	Quantity and physical unit	Unit price DDP <i>[insert place of destination]</i> in accordance with ITB 13.6(b)(i)	DDP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Contracting Authority's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert price DDP per unit]</i>	<i>[insert total DDP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Bid Price	

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule: Goods Manufactured Outside the Contracting Authority’s Country, already imported

Procurement Reference No: LVFO/SUPLS/2024-2025/060

Name of Bidder: [Insert the name of the Bidder]

(Group C bids, Goods already imported)										Date: _____	
										Contract No: _____	
In UNITED STATES DOLLARS										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 13.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 13.6 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Contracting Authority’s country to convey the goods to their final destination, as specified in BDS in accordance with ITB 13.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 13.6(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line-item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Contracting Authority’s country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
										Total Bid Price	

Signed: [signature of person whose name and capacity are shown below]

Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

Duly authorised to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].

Price Schedule: Goods Manufactured in the Contracting Authority's Country

Procurement Reference No: **LVFO/SUPLS/2024-2025/060**

Name of Bidder: *[Insert the name of the Bidder]*

Contracting Authority's Country <u>Uganda</u>								(Group A and B bids) Date: _____	
In UNITED STATES DOLLARS								Contract No: _____	
								Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Contracting Authority's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in the Contracting Authority's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 13.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Bid Price	

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].

Price and Completion Schedule - Related Services

Procurement Reference No: **LVFO/SUPLS/2024-2025/060**

Name of Bidder: *[Insert the name of the Bidder]*

In UNITED STATES DOLLARS						Date: _____ Contract No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Contracting Authority's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS].

Bid Security (Bank Guarantee) Not Required

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Contracting Authority]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Contract No. *[insert number]* ("the Contract").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Contracting Authority during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____*[signature(s)]*

[This authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorisation. It should be included by the Bidder in its bid, if so indicated in the BDS].

Bid Securing Declaration (Required)

Procurement Reference No.: *LVFO/SUPLS/2024-2025/060*

[Use Bidder's Letterhead]

[Name of Bidder]

[Physical Address of Bidder]

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Subject of procurement and Reference No.: *[insert Procurement Reference Number of bidding process]*

To: *[insert complete name of Procuring and Disposing Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.
2. I/We accept that we will automatically be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
 - (b) having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 43; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 31;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid securing declaration for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

*Please delete as appropriate

Manufacturer's Authorisation

Date: *[insert date (as day, month and year) of bid submission]*

Procurement Reference No.: **LVFO/SUPLS/2024-2025/060**

To: *Lake Victoria Fisheries Organisation (LVFO)*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of Bidder]* to submit a bid in relation to the Bidding Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Bids.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Manufacturer's Authorisation]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorisation]*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section 5: Eligible Countries

Procurement Reference Number: *LVFO/SUPLS/2024-2025/060*

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the East African Community LVFO Partner States prohibit commercial relations with that country, provided that the EAC LVFO is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Goods from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Section 6: Statement of Requirements

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1. List of Goods and Related Services

Procurement Reference Number: *LVFO/SUPLS/2024-2025/*

Item No	Brief Description of Goods and Related Services	Quantity	Unit of Measure
	Minimum Technical Specifications		
1	<p>Floats: Material: Rotomolded with high UV resistance (UV stabilised), durability, and resistance to chemical degradation in aquatic environments and generally recyclable. The PVC must of specific grade with UV stabilizers and phthalate-free formulations;</p>	150	Pieces
	<p>Marine-grade foam-filled ecopolymer floats (PVC free): with good buoyancy and impact resistance and allowing flotation even if the outer shell is breached. The foam should be specified closed-cell polyethylene foam which prevents water absorption.</p> <p>Visibility: Bright Colors: Yellow, orange, or red good for daytime visibility against the water surface and surrounding vegetation.</p> <p>Reflective Properties: Include a reflective tape or solar-powered LED lights (IP88 rating) with dusk-dawn sensors) essential for night-time visibility and for navigation safety. The Reflective Tape: should be SOLAS-grade for marine applications to ensure high reflectivity and durability in a wet environment. The size and placemprovide for optimal visibility from different angles. The Light Intensity and Visibility Range of the Solar-powered LED Lights should have a good visibility range at night. The Battery Life: Minimum operational hours after a full charge (preferably 24-hours illumination).</p> <p>Durability and Waterproofing: IP rating suitable for continuous immersion and wave action. UV Resistance of the Light Housing: Material should withstand prolonged sun exposure. Tamper-proof Design should minimize vandalism or theft. The design should include ant-theft features, such as user-friendly access code protection, to restrict charging and unauthorized use.</p> <p>Dimensions: Diameter of 30-50 cm reasonable for providing adequate buoyancy, with a rope above size 12mm to hold the floats and withstand wave conditions and the weight of any additional attachments (e.g., signage).</p> <p>Additional Critical Specifications: UV resistance rating resistance rating for the float material must ensure longevity, impact resistance to withstand collisions with boats or floating debris.</p> <p>Biofouling Resistance: Provide for materials or coatings that inhibit the growth of algae and other marine organisms, which can reduce buoyancy and visibility over time. Provide for size, and strength of the attachment points on the floats for securely connecting the rope and they should be designed to minimize stress on the float material.</p>	150	Pieces

	Marking/Identification: Consider incorporating a unique identifier or marking on each float for inventory management and tracking.		
2	<p>Sinkers/Anchors: Material: Bell-shaped with corrosion-resistant chain or rope or hook to offers good stability on the lake bottom. The hooks and chains should be fabricated from 316 marine grade stainless steel and with smooth closed handles. For non-metallic ropes connecting the sinker, UV and abrasion resistance are key.</p> <p>Fabricated with concrete with inert aggregates and reinforcement; high-strength marine grade stainless steel bars, low-permeability concrete with corrosion-resistant reinforcement materials (e.g., fiberglass rebar) and potentially a protective outer layer. The cement should be nontoxic, pH neutral</p> <p>Weighing: 150kg to withstand strong currents with a handle to hold a rope below as a practical design for attachment and ensuring the handle is robust and securely integrated into the sinker.</p>	300	Pieces
3	<p>Synthetic Ropes: Material: Nylon, polypropylene, or biodegradable rope: If Nylon the ropes should be strong and abrasion-resistant capable of nondegradation with prolonged UV exposure and no lossing strength when wet. If Polypropylene it should be lightweight, buoyant, and resistant to rot and mildew, but less abrasion-resistant and UV-stable. If biodegradable ropes that are environmentally friendly its strength and longevity in a constantly wet environment must be defined The degradation rate should be slow enough to ensure the rope functions for a reasonable period (2 years) but eventually when it breaks down should minimize entanglement risks if a marker is lost. Specify the type of biodegradable material and its expected lifespan in the lake environment.</p> <p>High-tenacity polypropylene ropes with UV inhibitors for a balance of strength, buoyancy, and cost-effectiveness will be the most preferred.</p> <p>Visibility Enhancement: Buoyancy can be used with floating buoys for better visibility while keeping the rope taut and visible, reducing the risk of entanglement.</p> <p>Reflective strips or floating markers at intervals: This is a valuable addition for increased visibility, especially at night. Specify the type, size, spacing, and attachment method for these reflective strips or floating markers.</p> <p>Strength: 12mm thickness to provide good strength for most applications. Length: 1500 meters:</p> <p>Breaking force (Maximum amount of internal resistance a material can withstand before undergoing structural failure) of 17,600 lbs: A more appropriately sized rope with a sufficient safety margin based</p>	300	Rolls

	on the expected loads (current, wave action, float buoyancy) is preferred. Additional Critical Specifications: UV Resistance Rating: Specify a minimum UV resistance rating for the rope material. Abrasion Resistance: Specify a minimum abrasion resistance. Splicing and Knotting Properties: Consider the ease with which the rope can be spliced and knotted for secure attachments. Color: bright and contrasting colors that contribute to visibility.		
4	Life Jackets: Material- Polyester, High Quality lifejackets capable of supporting Persons not less than 90Kgs a float; single crutch strap; light when in contact with water, whistle, collar to keep upright position once in the water; conforms to European standard ISO12402; each having a user manual in English, IRS and MMD approved, Unisex, made of polyethylene Fabric and embedded with floats, waterproof and in various sizes (6XL and 6M). Colour red	12	Pieces
5	Portable Depth Sounders: Specification for the acquisition of a minimum of two portable depth sounders (one for each designated pilot site) with GPS capabilities to facilitate accurate depth measurements and boundary verification	6	Pieces
6	Night Patrol Illumination torches: Robust, waterproof solar-powered touches to enhance the effectiveness and safety of community-led night patrols.	6	Pieces
7	Demarcation Signage: Durable, highly visible signages, designed for attachment at defined intervals along the float rope, clearly indicating prohibited activities within the marked FBAs to deter unauthorized access.	72	Pieces
Others 8	PROVIDE PICTORIAL SAMPLES OF THE PRODUCT		
9	Previous similar assignments – attach contract, LPO etc) for at least One (01) similar supply reference in the last three years		
10	Bidders MUST indicate model and provide detailed brochures of the EXACT product		
11	Prices MUST include the cost of shipping to the final Delivery points in Kenya, Tanzania and Uganda (Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza)		
12	Indicate also transport cost direct to Kenya, Tanzania ad Uganda (Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza)		

The attached commodity specific conditions will form an integral part of any resulting contract.

2. Delivery and Completion Schedule

Procurement Reference Number: LVFO/SUPLS/2024-2025/060

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief of Goods or Related Services	Description	Delivery/ Completion Period (days/weeks/months)	Delivery Point/ Site
Lot 1	Bidding Document for Supply, Delivery and Installation of Equipment for marking the Fish Breeding Areas in Lake Victoria in Kenya, Tanzania and Uganda		Maximum of One (1) month from order	Final Destination Kenya Tanzania Uganda

3. Specification and Compliance Sheet

Procurement Reference Number: LVFO/SUPLS/2024-2025/060

Column b states the minimum technical specification of the item(s) required by the Procuring and Disposing Entity.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
<i>a</i>	<i>B</i>	<i>c</i>	<i>D</i>
	Equipment for marking the Fish Breeding Areas in Lake Victoria in Kenya, Tanzania and Uganda		
	Indicate equipment Brand, Model and origin-		
	Floats: Material: Rotomolded with high UV resistance (UV stabilised), durability, and resistance to chemical degradation in aquatic environments and generally recyclable. The PVC must of specific grade with UV stabilizers and phthalate-free formulations;		
	<p>Marine-grade foam-filled ecopolymer floats (PVC free): with good buoyancy and impact resistance and allowing flotation even if the outer shell is breached. The foam should be specified closed-cell polyethylene foam which prevents water absorption.</p> <p>Visibility: Bright Colors: Yellow, orange, or red good for daytime visibility against the water surface and surrounding vegetation.</p> <p>Reflective Properties: Include a reflective tape or solar-powered LED lights (IP88 rating) with dusk-dawn sensors) essential for night-time visibility and for navigation safety. The Reflective Tape: should be SOLAS-grade for marine applications to ensure high reflectivity and durability in a wet environment. The size and placemprovide for optimal visibility from different angles. The Light Intensity and Visibility Range of the Solar-powered LED Lights should have a good visibility range at night. The Battery Life: Minimum operational hours after a full charge (preferably 24-</p>		

	<p>hours illumination).</p> <p>Durability and Waterproofing: IP rating suitable for continuous immersion and wave action. UV Resistance of the Light Housing: Material should withstand prolonged sun exposure. Tamper-proof Design should minimize vandalism or theft. The design should include ant-theft features, such as user-friendly access code protection, to restrict charging and unauthorized use.</p> <p>Dimensions: Diameter of 30-50 cm reasonable for providing adequate buoyancy, with a rope above size 12mm to hold the floats and withstand wave conditions and the weight of any additional attachments (e.g., signage).</p> <p>Additional Critical Specifications: UV resistance rating resistance rating for the float material must ensure longevity, impact resistance to withstand collisions with boats or floating debris.</p> <p>Biofouling Resistance: Provide for materials or coatings that inhibit the growth of algae and other marine organisms, which can reduce buoyancy and visibility over time. Provide for size, and strength of the attachment points on the floats for securely connecting the rope and they should be designed to minimize stress on the float material.</p> <p>Marking/Identification: Consider incorporating a unique identifier or marking on each float for inventory management and tracking.</p>		
	<p>Sinkers/Anchors:</p> <p>Material: Bell-shaped with corrosion-resistant chain or rope or hook to offers good stability on the lake bottom. The hooks and chains should be fabricated from 316 marine grade stainless steel and with smooth closed handles. For non-metallic ropes connecting the sinker, UV and abrasion resistance are key.</p> <p>Fabricated with concrete with inert aggregates and reinforcement; high-strength marine grade stainless steel bars, low-permeability concrete with corrosion-resistant reinforcement materials (e.g., fiberglass rebar) and potentially a protective outer layer. The cement should be nontoxic, pH neutral</p> <p>Weighing: 150kg to withstand strong currents with a handle to hold a rope below as a practical design for attachment and ensuring the handle is robust and securely integrated into the sinker.</p>		
	<p>Synthetic Ropes:</p> <p>Material: Nylon, polypropylene, or biodegradable rope: If Nylon the ropes should be strong and abrasion-resistant capable of nondegradation with prolonged UV exposure and no lossing strength when wet. If Polypropylene it should be lightweight, buoyant, and resistant to rot and mildew, but less abrasion-resistant and UV-stable. If biodegradable ropes that</p>		

	<p>are environmentally friendly its strength and longevity in a constantly wet environment must be defined The degradation rate should be slow enough to ensure the rope functions for a reasonable period (2 years) but eventually when it breaks down should minimize entanglement risks if a marker is lost. Specify the type of biodegradable material and its expected lifespan in the lake environment.</p> <p>High-tenacity polypropylene ropes with UV inhibitors for a balance of strength, buoyancy, and cost-effectiveness will be the most preferred.</p> <p>Visibility Enhancement: Buoyancy can be used with floating buoys for better visibility while keeping the rope taut and visible, reducing the risk of entanglement.</p> <p>Reflective strips or floating markers at intervals: This is a valuable addition for increased visibility, especially at night. Specify the type, size, spacing, and attachment method for these reflective strips or floating markers.</p> <p>Strength: 12mm thickness to provide good strength for most applications. Length: 1500 meters:</p> <p>Breaking force (Maximum amount of internal resistance a material can withstand before undergoing structural failure) of 17,600 lbs: A more appropriately sized rope with a sufficient safety margin based on the expected loads (current, wave action, float buoyancy) is preferred.</p> <p>Additional Critical Specifications: UV Resistance Rating: Specify a minimum UV resistance rating for the rope material. Abrasion Resistance: Specify a minimum abrasion resistance. Splicing and Knotting Properties: Consider the ease with which the rope can be spliced and knotted for secure attachments. Color: bright and contrasting colors that contribute to visibility.</p>		
	<p>Life Jackets:</p> <p>Material- Polyester, High Quality lifejackets capable of supporting Persons not less than 90Kgs a float; single crutch strap; light when in contact with water, whistle, collar to keep upright position once in the water; conforms to European standard ISO12402; each having a user manual in English, IRS and MMD approved, Unisex, made of polyethylene Fabric and embedded with floats, waterproof and in various sizes (6XL and 6M). Colour red</p>		
	<p>Portable Depth Sounders:</p> <p>Specification for the acquisition of a minimum of two portable depth sounders (one for each designated pilot site) with GPS capabilities to facilitate accurate depth measurements and boundary verification</p>		
	<p>Night Patrol Illumination torches:</p>		

	Robust, waterproof solar-powered touches to enhance the effectiveness and safety of community-led night patrols.		
	Demarcation Signage: Durable, highly visible signages, designed for attachment at defined intervals along the float rope, clearly indicating prohibited activities within the marked FBAs to deter unauthorized access.		
	PROVIDE PICTORIAL SAMPLES OF THE PRODUCT		
	Previous similar assignments – attach contract, LPO etc) for at least One (01) similar supply reference in the last three years		
	Bidders MUST indicate model and provide detailed brochures of the EXACT product		
	Prices MUST include the cost of shipping to the final Delivery points in Kenya, Tanzania and Uganda (Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza)		
	Indicate also transport cost direct to Kenya, Tanzania and Uganda (Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza)		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. **Bidders must complete column c or the bid will be rejected.**

Bidders are required to use column d to include technical literature to support the details provided in column c.

- **FAILURE TO FILL AND SUBMIT THE SPECIFICATIONS AND COMPLIANCE SHEET ABOVE, AS PER INSTRUCTIONS, WILL LEAD TO AUTOMATIC DISQUALIFICATION**
- **FAILURE TO INDICATE THE EXACT BRAND, MODEL OR TO SUBMIT BROCHURES AND PICTORIAL SAMPLES OF THE ITEMS WILL ALSO LEAD TO AUTOMATIC DISQUALIFICATION**

4. Drawings (N/A)

Procurement Reference Number: LVFO/SUPLS/2024-2025/060

List of related Drawings		
Drawing number	Drawing name	Purpose

5. Inspections and Tests

Procurement Reference Number: LVFO/SUPLS/2024-2025/060

List of Inspections and Tests	
Items subject to Inspection and Tests;	Lot 1
Type of inspection or tests and the standards to be met;	Conformity to all Technical specifications, Quality, Quantity and Delivery
Location of the inspection or tests;	Delivery Location specifications: Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza
Inspection agency;	Appointed team
Timing of the inspection;	At delivery points
Notifications or documentation required from the provider;	Original copies of Delivery Note, Tax Invoice, and Shipping documents where applicable
Provision of any samples for inspection;	Indicate exact models of the equipment
Cost of the inspection;	If any, to be borne by the supplier
Arrangements and costs for any re-inspection required;	-
Any other relevant details.	-

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Goods

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Section 7: General Conditions of Contract for the Procurement of Goods

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Completion” means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract.
- (b) “Contract” means the Agreement entered into between the Procuring and Disposing Entity and the Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means working day.
- (f) “Delivery” means the transfer of the Goods from the Provider to the Procuring and Disposing Entity in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Procuring and Disposing Entity” means the entity purchasing the Goods and Related Services, as specified in the Agreement.
- (j) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
- (k) “Related Services” means the services incidental to the provision of Goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be provided or execution of any part of the Related Services is subcontracted by the Provider.
- (n) “Goods” means Supplies, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.

(o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

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

- (a) Agreement,
- (b) The Provider’s Bid, as amended by any clarifications,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Statement of Requirements,
- (f) any other document listed in the SCC as forming part of the Contract.

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

3. Corrupt Practices

3.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

3.2 The Provider shall permit the Government of Uganda to inspect the Provider’s accounts and records relating to the performance of the Provider and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity may terminate a Contract for Goods if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the

Procuring and Disposing Entity or of a Provider, during the procurement or the execution of that contract, in accordance with GCC 36.1.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) EXW, CIP, and other similar terms, shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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 authorised representative of each party thereto.

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, 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 authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring and Disposing Entity, shall be written in English unless specified otherwise in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Provider shall bear all costs of translation to the governing language and all risks

of the accuracy of such translation.

6. Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring and Disposing Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader 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 Procuring and Disposing Entity.

7. Eligibility

- 7.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise specified in the SCC.

10. Settlement of Disputes

- 10.1 The Procuring and Disposing Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration and Conciliation Act of Uganda Cap 4 or such other formal mechanism specified in the SCC.

11. Scope of Supply

- 11.1 The Goods and Related Services to be provided shall be as specified in the Statement of Requirements.
- 11.2 The Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining

Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery and Documents

Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.

13. Provider's Responsibilities

The Provider shall provide all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Procuring and Disposing Entity's Responsibilities

- 14.1 Whenever the provision of Goods and Related Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities in Uganda, the Procuring and Disposing Entity shall, if so required by the Provider, make its best effort to assist the Provider in complying with such requirements in a timely and expeditious manner.
- 14.2 The Procuring and Disposing Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Provider for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Provider's request for payment shall be made to the Procuring and Disposing Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.
- 16.3 Unless otherwise specified in the SCC, payments shall be made promptly by the Procuring and Disposing Entity, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, the Procuring and Disposing Entity shall advise the Provider of the reasons for rejection.
- 16.4 The currency or currencies in which payments shall be made to the Provider under this Contract shall be specified in the SCC.

17. Advance Payment Guarantee

- 17.1 Unless otherwise stated in the SCC, where any payment is made in advance of

delivery of any Goods or Related Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee or an on-demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

- 17.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring and Disposing Entity from future payments due to the Provider under the contract.
- 17.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

18. Taxes and Duties

- 18.1 Except as otherwise specifically provided in the SCC, the Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the Goods and Related Services to be supplied under the Contract.
- 18.2 Notwithstanding GCC Sub-Clause 18.1, and unless otherwise specified in the SCC, the Procuring and Disposing Entity shall bear and promptly pay all taxes, import duties, and levies imposed by law in Uganda on the Goods and Related Services when such Goods and Related Services are supplied from and delivered or completed outside Uganda.
- 18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Provider in Uganda, the Procuring and Disposing Entity shall use its best efforts to enable the Provider to benefit from any such tax savings to the maximum allowable extent.
- 18.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called “tax” in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

19. Performance Security

- 19.1 If so stated in the SCC, the Provider shall, within twenty-one (21) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the Procuring and Disposing Entity.
- 19.2 The proceeds of the Performance Security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Provider’s failure to complete its obligations under the Contract.
- 19.3 The Performance Security shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.

- 19.4 The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

20. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring and Disposing Entity by the Provider herein shall remain vested in the Provider, or, if they are furnished to the Procuring and Disposing Entity directly or through the Provider by any third party, including Providers of materials, the copyright in such materials shall remain vested in such third party.

21. Confidential Information

- 21.1 The Procuring and Disposing Entity and the Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under GCC Clause 21.
- 21.2 The Procuring and Disposing Entity shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from the Procuring and Disposing Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
- (a) the Procuring and Disposing Entity or Provider need to share with any institution participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

22.1 The Provider shall notify the Procuring and Disposing Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

23.1 Technical Specifications and Drawings

(a) The Provider shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring and Disposing Entity, by giving a notice of such disclaimer to the Procuring and Disposing Entity.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

23.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring and Disposing Entity and shall be treated in accordance with GCC Clause 34.

24. Packing and Documents

24.1 The Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring and Disposing Entity.

25. Insurance

Unless otherwise specified in the SCC, the Goods provided under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterm or in the manner specified in the SCC.

26. Transportation

Responsibility for transportation of the Goods shall be in accordance with the

Incoterm specified in the SCC.

27. Inspections and Tests

- 27.1 The Provider shall at its own expense and at no cost to the Procuring and Disposing Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.
- 27.2 The inspections and tests may be conducted on the premises of the Provider or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Uganda as specified in the Statement of Requirements. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Provider or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring and Disposing Entity.
- 27.3 The Procuring and Disposing Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Procuring and Disposing Entity bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4 Whenever the Provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring and Disposing Entity. The Provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring and Disposing Entity or its designated representative to attend the test and/or inspection.
- 27.5 The Procuring and Disposing Entity may require the Provider to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Provider's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Provider's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 27.6 The Provider shall provide the Procuring and Disposing Entity with a report of the results of any such test and/or inspection.
- 27.7 The Procuring and Disposing Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Provider shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring and Disposing Entity, and shall repeat the test and/or inspection, at no cost to the Procuring and Disposing Entity, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.8 The Provider agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring and Disposing Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Provider from any warranties or other obligations under the Contract.

28. Liquidated Damages

If so stated in the SCC and except as provided under GCC Clause 33, if the Provider fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Procuring and Disposing Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring and Disposing Entity may terminate the Contract pursuant to GCC Clause 36.

29. Warranty

- 29.1 The Provider warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Subject to GCC Sub-Clause 23.1, the Provider further warrants that the Goods shall be free from defects arising from any act or omission of the Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Uganda.
- 29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 29.4 The Procuring and Disposing Entity shall give notice to the Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring and Disposing Entity shall afford all reasonable opportunity for the Provider to inspect such defects.
- 29.5 Upon receipt of such notice, the Provider shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring and Disposing Entity.
- 29.6 If having been notified, the Provider fails to remedy the defect within the period specified in Sub-Clause 29.5, the Procuring and Disposing Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Provider's risk and expense and without prejudice to any other rights which the Procuring and Disposing Entity may have against the Provider under the Contract.

30. Patent Indemnity

- 30.1 The Provider shall, subject to the Procuring and Disposing Entity's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring and Disposing Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring and Disposing Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) the installation of the Goods by the Provider or their use in Uganda or where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Provider, pursuant to the Contract.

- 30.2 If any proceedings are brought or any claim is made against the Procuring and Disposing Entity arising out of the matters referred to in GCC Sub-Clause 30.1, the Procuring and Disposing Entity shall promptly give the Provider a notice thereof, and the Provider may at its own expense and in the Procuring and Disposing Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 30.3 If the Provider fails to notify the Procuring and Disposing Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring and Disposing Entity shall be free to conduct the same on its own behalf.
- 30.4 The Procuring and Disposing Entity shall, at the Provider's request, afford all available assistance to the Provider in conducting such proceedings or claim, and shall be reimbursed by the Provider for all reasonable expenses incurred in so doing.
- 30.5 The Procuring and Disposing Entity shall indemnify and hold harmless the Provider and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring and Disposing Entity.

31. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Provider to pay liquidated damages to the Procuring and Disposing Entity; and
- (b) the aggregate liability of the Provider to the Procuring and Disposing Entity, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify the Procuring and Disposing Entity with respect to patent infringement.

32. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the

competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

33. Force Majeure

- 33.1 The Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 33.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Provider. Such events may include, but not be limited to, acts of the Government of Uganda in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 33.3 If a Force Majeure situation arises, the Provider shall promptly notify the Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity in writing, the Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34. Change Orders and Contract Amendments

- 34.1 The Procuring and Disposing Entity may at any time order the Provider through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring and Disposing Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Provider.
- 34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider’s receipt of the Procuring and Disposing Entity’s change order.
- 34.3 Prices to be charged by the Provider for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

35. Extensions of Time

- 35.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Provider shall promptly notify the Procuring and Disposing Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Procuring and Disposing Entity shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36. Termination

- 36.1 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 36.1 (a) to (g), terminate the Contract if:
- (a) the Provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the Parties in writing;
 - (b) the Provider becomes, or if any of the Provider's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;
 - (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 10.2 hereof;
 - (d) the Provider submits to the Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;
 - (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
 - (g) the Provider, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or
 - (h) where the Tribunal directs that a contract should be terminated.
- 36.2 The Provider may, by not less than thirty days written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 36.2 (a) to (d) terminate the Contract if:
- (a) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing)

following the receipt by the Procuring and Disposing Entity of the Provider's notice specifying such breach;

- (b) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- (c) the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 10.2 hereof.

36.3 If either Party disputes whether an event specified GCC Clauses 36.1 or GCC Clause 36.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 10.2 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

37. Assignment

Neither the Procuring and Disposing Entity nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions
	The Procurement Reference Number is: <i>LVFO/SUPLS/2024-2025/060</i>
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1(o)	The Site for delivery of the Goods is: The Final Points of delivery in Republic of Kenya, Republic of Uganda and United Republic of Tanzania (Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza)
GCC 2.1(f)	The other documents forming part of the Contract are: The Bid submission, and any bid addenda
GCC 4.2 (b)	The version of Incoterms shall be: DDP 2020
GCC 5.1	The language shall be: English.
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.

GCC 8.1	<p>For <u>notices</u>, the Procuring and Disposing Entity's address shall be:</p> <p>Attention: The Executive Secretary</p> <p>Lake Victoria Fisheries Organisation (LVFO)</p> <p>Street Address: Plot 7B/E Bell Avenue Jinja</p> <p>Town/City: Jinja</p> <p>P. O. Box: 1625</p> <p>Country: Uganda</p> <p>Telephone: +256 434 125000</p> <p>Facsimile number: +256 434 123123</p> <p>Electronic mail address: procurement@sec.lvfo.org</p> <p>For <u>notices</u>, the Provider's address shall be:</p> <p>Attention: _____</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>Town/City: _____</p> <p>P. O. Box: _____</p> <p>Country: _____</p> <p>Telephone: _____</p> <p>Facimile number: _____</p> <p>Electronic mail address: _____</p>
GCC 9	The Governing law shall be the law of the Republic of Uganda
GCC 10.2	The formal mechanism for the resolution of disputes shall be: by amicable settlement or otherwise as per provisions of the East African Court of Justice (EACJ)

GCC clause reference	Special Conditions
GCC 12.1	<p>Date of delivery shall be: within ninety days (three months) from signature of Contract by the last party. In accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.</p> <p>The shipping and other documents to be furnished by the Provider are. Where applicable;</p> <ul style="list-style-type: none"> (a) Delivery note (certified by the PDE's representative) (b) Commercial invoice/Tax Invoice (c) Insurance Certificate (documentary proof of Insurance policy taken out) (a) Airway Bill and Tracking reference, where applicable (b) Packing List (Plus any other documents required to clear customs and take delivery of goods) (c) Advance payment guarantee for the full amount advanced issued by a reputable international bank and valid for at least Ninety (90) days from the date of issue. <p>The points of delivery shall be Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza</p>
GCC 15.1	Notwithstanding the provisions of GCC 15.1 and GCC 1.1(d), the Contract Price specified in the Agreement shall be the estimated price payable to the Provider and the actual price payable to the Provider shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in the Statement of Requirements.
GCC 15.2	The price adjustment shall be: Not Applicable
GCC 16.1	The structure of payments shall be: 100% upon delivery and satisfactory, assembling and installation of equipment at the points of delivery to Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza, Tanzania
GCC 16.3	The payment period shall be: Within thirty (30) working days upon presentation of a related Invoice, copy of Contract and certified Delivery Note
GCC 16.4	The currency(ies) for payments shall be: United States Dollars (or a freely convertible internationally recognized currency)
GCC 17.1	<p>An advance payment guarantee shall NOT be required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: N/A</p>
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies

GCC clause reference	Special Conditions
	imposed on the Provider except for the following: None
GCC 19.1	<p>A Performance Security shall apply for all orders valued at USD 50,000 and above.</p> <p>The amount of the Performance Security shall be: 10% of the contract amount</p> <p>The currency shall be: United States Dollars (USD)</p>
GCC 19.3	The forms of acceptable Performance Securities are: A Demand/ Bank Guarantee
GCC 19.4	Discharge of the Performance Security shall take place: After complete delivery and receipt
GCC 24.1	The insurance coverage shall be: 100% Comprehensive Insurance up to point of delivery Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: As appropriate to ensure safe transportation and delivery of the Goods in good working condition to their final destination.
GCC 25	The insurance coverage shall be required: The Goods shall be insured 100% of the total contract value.
GCC 26	The INCOTERMS shall be: DDP 2020
GCC 27	The location for conducting inspections and tests shall be: At the Provider's premises before shipping and at the points of delivery at the Goods' final destinations at Kenya Marine Fisheries Research Institute in Kisumu, Kenya; National Fisheries Research Institute Jinja Uganda and Tanzania Fisheries Research Institute Mwanza
GCC 28	Liquidated Damages shall not apply
GCC 29.3	The period of validity of the Warranty shall be: As indicated in the technical specifications, but in all instances atleast One (1) year from the date of delivery, receipt and acceptance of Goods at final destination points
GCC 29.5	The period within which the Provider shall repair or replace defective Goods shall be: One (01) month
GCC 31(b)	The amount of aggregate liability shall be: 100% i.e the contract amount

Section 9: Contract Forms

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Agreement

Procurement Reference No: LVFO/SUPLS/2024-2025/060

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ hereinafter “the Procuring and Disposing Entity”), of the one part, and _____ of _____ (hereinafter “the Provider”), of the other part:

WHEREAS the Procuring and Disposing Entity invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Provider for the provision of those Goods and Related Services in the sum of _____ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring and Disposing Entity hereby covenants to pay the Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Procuring and Disposing Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

Date: *[insert date (as day, month, and year) of Performance Security]*

Procurement Reference No: **LVFO/SUPLS/2024-2025/060**

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert name complete of Provider]* (hereinafter “the Provider”) has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Goods and Related Services]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: *[insert date (as day, month, and year) of Payment Security]*

Procurement Reference No.: **LVFO/SUPLS//2024-2025/060**

To: *[insert complete name of Procuring and Disposing Entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called “the Provider”) shall deposit with the Procuring and Disposing Entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring and Disposing Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _____ day of _____ *[insert date of signing]*

Appendix C: Contract Manager

Procurement Reference Number: LVFO/SUPLS/2024-2025/060

The Contract Manager is the, Lake Victoria Fisheries Organisation (LVFO) at Plot 7B/E Bell Avenue Busoga Square, Jinja, P.O. Box 1625, Jinja - Uganda, Telephone: (256) 434 125 000, Fax: (256) 434 123123; website: www.lvfo.org , Email: procurement@sec.lvfo.org