



**InvestInternational**

**Republic of Uganda**

**Kampala Capital City Authority**

**Request for Proposals Document  
for  
Procurement of Consultancy Services  
  
OPEN INTERNATIONAL BIDDING**

**Subject of Procurement: Feasibility Studies for the expansion of Kyanja  
Urban Agricultural Resource Centre in  
Kampala, Uganda**

**Procurement Reference Number: KCCA-EKUARC/CONS/23-24/00006**

**Date of Issue: 18<sup>th</sup> September, 2023**

# Request for Proposals Document

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### Invitation to Consulting Firms



InvestInternational

Date: 18<sup>th</sup> September, 2023

### Invitation to bid for the provision of consultancy services to carry out feasibility studies for the expansion of the Kyanja Urban Agricultural Resource Center in Kampala, Uganda

**Procurement Reference Number: KCCA-EKUARC/CONS/23-24/00006**

1. The Government of Uganda received **EUR 326,000** from the Netherlands government, through Invest International, to be used for the **Expansion of the Kyanja Urban Agricultural Resource Center (EKUARC) project** in Kampala, Uganda. Invest International provides financing solutions for public infrastructure projects in developing countries to enable them achieve the UN's Sustainable Development Goals (SDG's).
2. Kampala Capital City Authority (KCCA) being the implementing agency now invites eligible consulting firms to submit sealed proposals (in English) for the provision **consultancy services to carry out feasibility studies for the expansion of the Kyanja Urban Agricultural Resource Center in Kampala, Uganda**. The budget for the procurement is **EUR 326,000 including taxes**.

The EKUARC was established to showcase and demonstrate innovations in urban farming, with the aim of engaging communities to intensify and expand their participation in urban agriculture as a source of income and food security. The center sits on 31 acres of land with over five projects, including poultry, piggery, fish ponds, and vegetables all grown in green houses. A baseline assessment, policy and institutional analysis, including a stakeholder analysis were conducted, and as such the assignment is for a feasibility study to identify project options, and implement the plan.

3. Interested eligible bidders may obtain further information in writing at the address given below at 9(a) from **8:30 am – 4:30 pm (Kampala local time) on working days except on public holidays**.
4. The Request for Proposals document shall be purchased by interested bidders upon **submission of a written application** to [procurement@kcca.go.ug](mailto:procurement@kcca.go.ug); and upon payment of a nonrefundable fee of **Uganda Shillings 300,000/= or its equivalent in a freely convertible currency**. The method of payment will be **online**, through the **KCCA e-Citie online payment system**, which can be accessed from the **KCCA website**, <https://www.kcca.go.ug/>; Payment instructions are available at: <https://www.kcca.go.ug/tenders>; Evidence of payment shall be included in the application email. **No cash will be accepted**.

## Invitation to Consulting firms

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5. The selection procedure shall be the Quality and Cost Based Selection method as contained in the Government of Uganda's Public Procurement and Disposal of Public Assets (Procurement of Consultancy Services) Regulations, 2014.
6. Bidders are recommended to associate with other firms to enhance their qualifications. The form of association, where applicable, should be indicated in the Proposal. The Consulting firm should include a mix of international and local experts. The lead firm should be clearly indicated.
7. Proposals (**in hard copy**) must be delivered to the address below at 9(a) before **11:00 hours (Kampala Time) on Friday 15<sup>th</sup> December, 2023**. Late proposals shall be rejected. Proposals will be opened in the presence of the Consulting firms' representatives, who choose to attend at the address below at 9(b) at **11:30 hours (Kampala Local Time) on Friday 15<sup>th</sup> December, 2023**.
8. There shall be a virtual Pre-proposal meeting at **11:00 hours (Kampala Local Time) on Friday 3<sup>rd</sup> November, 2023**. The meeting link will be shared at an appropriate date.
9. The addresses referred to above are:
  - (a) The address further information and delivery:

**The Head, Procurement & Disposal Unit  
Kampala Capital City Authority  
Plot 1 – 3, Sir Apollo Kaggwa Road  
City Hall, Block B, 1<sup>st</sup> Floor, Room B112  
Kampala, Uganda**
  - (b) The address of bid opening:

**Committee Room 2  
Kampala Capital City Authority, as above**
10. Please inform us whether you will submit a proposal alone or in association.
11. The planned procurement schedule (subject to changes) is as follows:

<b>Activity</b>	<b>Date</b>
a. Issue of invitation to bid letter	<b>Monday 18<sup>th</sup> September, 2023</b>
b. Pre-proposal meeting	<b>Friday 3<sup>rd</sup> November, 2023 at 11:00 hours</b>
c. Proposal closing	<b>Friday 15<sup>th</sup> December, 2023 at 11:00 hours</b>
d. Proposal opening	<b>Friday 15<sup>th</sup> December, 2023 at 11:30 hours</b>
e. Evaluation process	<b>Within 30 working days from technical proposal closing date for the technical evaluation and within 7 working days from opening of financial proposals for financial evaluation (to be determined)</b>
f. Display and communication of best evaluated bidder notice	<b>Within 5 working days from Contracts Committee approval of evaluation report (to be determined)</b>
g. Contract Signature	<b>After expiry of at least 10 working days from display of the best evaluated bidder notice and the Attorney General's approval (to be determined)</b>

**Executive Director**  
*For a Better City, Protect Public Installations*

**PART 1 – Proposal Procedures**

**Section 1: Instructions to Consulting firms**

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**Section 1. Instructions to Consulting firms**

**A. General**

**1. Scope of Proposal**

- 1.1 Kampala Capital City Authority invites proposals for the provision of the Services specified in Section 6, Statement of Requirements (SOR) to commence on the date indicated in the SOR.
- 1.2 The Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets (Amendment) Act, 2021 and Regulations, 2014.
- 1.3 The Instructions to Consulting firms (ITC) should be read in conjunction with the PDS. The subject and procurement reference number, and where applicable the number of lots of this Request for Proposals Document are provided in the PDS.
- 1.4 Throughout this Request for Proposals Document:
  - (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;
  - (c) “day” means working day, and “month” means working month.

**2. Source of Funds**

- 2.1 The Government of Uganda received funding from the Netherlands government, through Invest International towards the cost of the procurement described in the PDS. Kampala Capital City Authority (KCCA) being the implementing agency, intends to use these funds to place a contract for which this Request for Proposals Document is issued.
- 2.2 Invest International is financing the consultancy contract and **will directly pay the Consulting firm** on behalf of KCCA. Payments will be subject in all respects to the terms and conditions of the resulting contract placed by KCCA.

**3. Corrupt Practices**

- 3.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Consulting firms, observe the highest standards of ethics during procurement and the execution of 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;
    - (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;

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- (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 reject a recommendation for award if it determines that the Consulting firm recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
  - (c) will suspend a Consulting firm from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Consulting firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Consulting firms shall be aware of the provision stated in Sub Clause 15.1(g)-(h) and Sub Clause 2.2 of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, Kampala Capital City Authority 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 Kampala Capital City Authority or of a Consulting firm during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms. The Government of Uganda may suspend a Consulting firm from engaging in any public procurement or disposal process for a period determined by the Public Procurement and Disposal of Public Assets Authority (herein referred to as the Authority), where the Consulting firm is debarred from the procurement processes of an international agency of which Uganda is a member.
- 3.5 Any communications between a Consulting firm and Kampala Capital City Authority related to matters of alleged fraud or corruption must be made in writing and addressed to the Executive Director of Kampala Capital City Authority.

### **4. Eligible Consulting firms**

- 4.1 A Consulting firm, and all parties constituting the Consulting firm, shall meet the following criteria to be eligible to participate in public procurement:
  - (a) the Consulting firm has the legal capacity to enter into a contract;
  - (b) the Consulting firm is not:
    - (i) insolvent;
    - (ii) in receivership;
    - (iii) bankrupt; or
    - (iv) being wound up
  - (c) the Consulting firm’s business activities have not been suspended;
  - (d) the Consulting firm is not the subject of legal proceedings for any of the circumstances in (b); and
  - (e) the Consulting firm has fulfilled his or her obligations to pay taxes and social security contributions.



## **Part 1: Section 1 Instructions to Consulting firms**

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- 4.2 A Consulting firm may be a private entity, government-owned entity, subject to ITC Sub-Clause 4.6 or 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 PDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Uganda or if signed outside Uganda, shall be notarized.
- 4.3 A Consulting firm, and all parties constituting the Consulting firm including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Consulting firm shall be deemed to have the nationality of a country if the Consulting firm is a citizen or is constituted, or incorporated, 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 works or supplies.
- 4.4 A Consulting firm shall not have a conflict of interest, as defined in ITC Clause 5. All Consulting firms found to be in conflict of interest shall be disqualified.
- 4.5 A firm that is under a declaration of suspension by the Authority in accordance with ITC Clause 3.1 (c) or 3.4, at the date of the deadline for proposal 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 Consulting firms shall provide such evidence of their continued eligibility satisfactory to Kampala Capital City Authority, as Kampala Capital City Authority shall reasonably request.

### **5. Conflict of Interest**

- 5.1 Government policy requires that Consulting firms provide professional, objective, and impartial advice and at all times hold Kampala Capital City Authority's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consulting firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring and Disposing Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of Kampala Capital City Authority.
- 5.2 A Consulting firm may be considered to have a conflict of interest with one or more parties in this procurement 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 proposal; 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 proposal of another Consulting firm, or influence the decisions of KCCA regarding this procurement process; or

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- (e) submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as Consulting firms and subcontractors simultaneously; or
  - (f) have been engaged, or any of their affiliates have been engaged, by Kampala Capital City Authority to provide supplies or works for the same project: or
  - (g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.
- 5.3 Consulting firms hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the Consulting firm's earlier consulting services) for the same project.
- 5.4 Consulting firms may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the PDS and the factors used for the selection of the Consulting firm will take the likelihood of continuation into account. It will be the exclusive decision of Kampala Capital City Authority whether or not to have the downstream assignment carried out, and if it is carried out, which Consulting firm will be hired for the purpose.
- 5.5 Any previous or ongoing participation in relation to the assignment by the Consulting firm, its professional staff, or its affiliates or associates under a contract with Kampala Capital City Authority or the Government of Uganda may result in rejection of the proposal. Consulting firms should clarify their situation in that respect with Kampala Capital City Authority before preparing the proposal.

### **B. Request for Proposals Document**

#### **6. Contents of Request for Proposals Document**

- 6.1 This Request for Proposals 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 ITC Clause 8.

##### **PART 1 Procurement Procedures**

- Section 1. Instructions to Consulting firms (ITC)
- Section 2. Proposal Data Sheet (PDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Proposal 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 Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

## **Part 1: Section 1 Instructions to Consulting firms**

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- 6.2 Proposals from Consulting firms who did not obtain the Request for Proposals Document directly from Kampala Capital City Authority will be rejected during evaluation. Where the Request for Proposals Document is obtained from Kampala Capital City Authority on a Consulting firm's behalf, the Consulting firm's name must be registered with Kampala Capital City Authority at the time of sale and issue.
- 6.3 The Consulting firm is expected to examine all instructions, forms, terms, and requirements in the Request for Proposals Document. Failure to furnish all information or documentation required by the Request for Proposals Document may result in the rejection of the proposal.
- 6.4 Where an electronic copy of the Request for Proposals document is issued, the paper or hard copy is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

### **7. Clarification of Request for Proposals Document**

A prospective Consulting firm requiring any clarification of the Request for Proposals Document shall contact Kampala Capital City Authority in writing at Kampala Capital City Authority's address indicated in the PDS. Kampala Capital City Authority will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the PDS. Kampala Capital City Authority shall forward copies of its response to all Consulting firms who have acquired the Request for Proposals Document directly from it, including a description of the inquiry but without identifying its source. Should Kampala Capital City Authority deem it necessary to amend the Request for Proposals Document as a result of a clarification, it shall do so following the procedure under ITC Clause 8 and Sub-Clause 24.2.

### **8. Amendment of Request for Proposals Document**

- 8.1 At any time prior to the deadline for submission of proposals, Kampala Capital City Authority may amend the Request for Proposals Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Request for Proposals Document and shall be communicated in writing to all who have obtained the Request for Proposals Document directly from Kampala Capital City Authority.
- 8.3 To give prospective Consulting firms reasonable time in which to take an addendum into account in preparing their proposals, Kampala Capital City Authority may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Sub-Clause 24.2.

## **C. Preparation of Proposals**

### **9. Cost of Proposals**

The Consulting firm shall bear all costs associated with the preparation and submission of its proposal, including any negotiations with or visits to Kampala Capital City Authority, and Kampala Capital City Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

## Part 1: Section 1 Instructions to Consulting firms

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### 10. Language of Proposal and Communications

- 10.1 The medium of communication shall be in writing unless otherwise specified in the PDS.
- 10.2 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Consulting firm and Kampala Capital City Authority, shall be written in English.
- 10.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITC Sub-Clause 10.2, in which case, for purposes of interpretation of the proposal, such translation shall govern.

### 11. Preparation of Proposals

- 11.1 Consulting firms are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage-two envelope method, unless otherwise specified in the PDS. The one stage-two envelope submission method requires a Consulting firm to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.
- 11.2 A pre-proposal meeting will be held where indicated in the PDS. Attendance at the pre-proposal meeting is optional.

### 12. Joint Ventures, Associations and Sub-contracting

- 12.1 If a Consulting firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consulting firm(s) or other Consulting firms or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the PDS.
- 12.2 **International Consulting firms for large contracts are encouraged to seek the participation of national Consulting firms by entering into a joint venture with, or subcontracting part of the assignment to national Consulting firms.**

### 13. Professional Staff

- 13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the Consulting firm.
- 13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Consulting firm or have an extended and stable working relationship with the Consulting firm.
- 13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements, preferably working under conditions similar to those prevailing in Uganda.
- 13.4 The Consulting firm and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.
- 13.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 13.6 As the determination of the Best Evaluated Proposal will be based, among other

## Part 1: Section 1 Instructions to Consulting firms

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factors, on an evaluation of proposed key professional staff, Kampala Capital City Authority expects to award a contract on the basis of the experts and specialists named in the proposal.

- 13.7 Kampala Capital City Authority will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

### 14. Technical Proposal

14.1 The technical proposal shall provide the following information using the standard forms contained in Section 4, Proposal Forms:

- (a) The declarations included in the Technical Proposal Submission Sheet (Section 4.1.1);
- (b) An outline of recent experience on assignments of a similar nature (Section 4.1.2). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Consulting firm's involvement;
- (c) Any comments or suggestions on the Terms of Reference (Section 4.1.3);
- (d) A description of the methodology for performing the assignment (Section 4.1.4);
- (e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.5);
- (f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the proposal (Section 4.1.6). Key information should include the number of years working for the Consulting firm and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.7)
- (g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.8);
- (h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.9)
- (i) A Proposal Securing Declaration, as required by the ITC Clause 21 (Section 4.1.10);
- (j) Written confirmation authorising the signatory of the proposal to commit the Consulting firm, in accordance with ITC Sub-Clause 22.2;
- (k) Documentary evidence in accordance with ITC Clause 18 establishing the Consulting firm's eligibility;
- (l) Documentary evidence in accordance with ITC Clause 19 establishing the Consulting firm's qualifications to perform the contract if its proposal is accepted;
- (m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

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### 15. Financial Proposal

- 15.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Proposal Forms:
- (a) Financial Proposal Submission Sheet (Section 4.2.1);
  - (b) Summary of Proposal Price Breakdown of Lump Sum (Section 4.2.2);
  - (c) Breakdown of Fees (Section 4.2.3);
  - (d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation);
  - (e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;
  - (f) Any additional information requested in the PDS.
- 15.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:
- (a) Fees
  - (b) Reimbursable expenditure
  - (c) Miscellaneous expenses
- 15.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITC Sub Clause 15.2 expressed for each activity.
- 15.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consulting firm and their personnel (other than nationals of or permanent residents in Uganda), unless the PDS specifies otherwise.
- 15.5 The completed financial proposal forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.
- 15.6 Where commissions and gratuities have or shall be paid by the Consulting firm in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

### 16. Proposal Prices

- 16.1 Prices quoted by the Consulting firm shall be firm and fixed for the duration of the Consulting firm's performance of the Contract and not subject to variation on any account, unless otherwise specified in the PDS. A proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITC Clause 30. However, if in accordance with the PDS, prices

## **Part 1: Section 1 Instructions to Consulting firms**

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quoted by the Consulting firm shall be subject to adjustment during the performance of the Contract, a proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

### **17. Currencies of Proposal**

17.1 Unless otherwise specified in the PDS, proposal prices shall be quoted in the following currencies:

- (a) for Services originating in Uganda, the proposal prices shall be quoted in Uganda Shillings, unless otherwise specified in the PDS; and
- (b) for Services originating from outside Uganda, the proposal prices shall be quoted in the currency of the expense or in the currency of the Consulting firm's country.

17.2 If a Consulting firm 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 Kampala Capital City Authority's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilise the rate of exchange specified by Kampala Capital City Authority to express its offer in the currency required by Kampala Capital City Authority. The source, date, and type of exchange rate to be used is indicated in ITC Clause 35.

### **18. Documents Establishing the Eligibility of the Consulting firm**

18.1 To establish their eligibility in accordance with ITC Clause 4, Consulting firms shall complete the eligibility declarations in the Technical Proposal Submission Sheet, included in Section 4, Proposal Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

### **19. Documents Establishing the Qualifications of the Consulting firm**

To establish its qualifications to perform the Contract, the Consulting firm shall submit any evidence specified in Section 3, Evaluation Methodology and Criteria.

### **20. Period of Validity of Proposals**

20.1 Proposals shall remain valid until the date specified in the PDS. A proposal valid for a shorter period shall be rejected by Kampala Capital City Authority as non-compliant.

20.2 During this period, the Consulting firm is expected to keep available the professional staff proposed for the assignment. Kampala Capital City Authority will make its best effort to complete the procurement process within this period.

20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, Kampala Capital City Authority may request Consulting firms to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Proposal Securing Declaration is requested in accordance with ITC Clause 21, it

## Part 1: Section 1 Instructions to Consulting firms

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shall also be extended for a corresponding period. A Consulting firm may refuse the request without being liable for execution of its Proposal Securing Declaration. A Consulting firm granting the request shall not be required or permitted to modify its proposal.

### 21. Proposal Securing Declaration

- 21.1 The Consulting firm shall furnish as part of its proposal a Proposal Securing Declaration, in original form if specified in the PDS.
- 21.2 The Proposal Securing Declaration shall be submitted using the Form included in Section 4, Proposal Forms. The Proposal Securing Declaration shall be valid until the date specified in the PDS.
- 21.3 Any proposal not accompanied by a substantially responsive Proposal Securing Declaration, if one is required in accordance with ITC Clause 21, shall be rejected by Kampala Capital City Authority as non-compliant.
- 21.4 The Proposal Securing Declaration of all Consulting firms shall be returned as promptly as possible once the successful Consulting firm has signed the Contract or upon request by the unsuccessful Consulting firm after publication of the notice of best evaluated bidder.
- 21.5 A Consulting firm may be suspended by the Authority from participating in public procurement and disposal activities:
- (a) if a Consulting firm withdraws its proposal during the period of proposal validity specified by the Consulting firm on the Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
  - (b) if the successful Consulting firm fails to:
    - (i) sign the Contract in accordance with ITC Clause 43;
    - (ii) furnish any Performance Security required in accordance with ITC Clause 45; or
    - (iii) accept the correction of its proposal price pursuant to ITC Sub-Clause 31.5

### 22. Format and Signing of Proposal

- 22.1 The Consulting firm shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 14 and 15 and clearly mark both “ORIGINAL”. In addition, the Consulting firm shall submit copies of both the technical and financial proposals, in the number specified in the PDS 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 proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consulting firm
- The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for un amended printed literature, shall be signed or initialled by the person signing the proposal.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the proposal.



**D. Submission and Opening of Proposals**

**23. Sealing and Marking of Proposals**

- 23.1 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the financial proposal in a separate sealed envelope clearly marked “Financial Proposal”. The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The envelopes containing the technical and financial proposals shall:
- (a) bear the name and address of the Consulting firm;
  - (b) be addressed to Kampala Capital City Authority in accordance with ITC Clause 24.1; and
  - (c) bear the Procurement Reference Number of this procurement process.
- 23.3 The financial proposal shall also bear a warning “Do Not Open with the technical proposal”.
- 23.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.5 The outer envelope shall:
- (a) bear the name and address of the Consulting firm;
  - (b) be addressed to Kampala Capital City Authority in accordance with ITC Sub-Clause 24.1;
  - (c) bear the Procurement Reference number of this procurement process; and
  - (d) bear a warning not to open before the time and date for proposal opening, in accordance with ITC Sub-Clause 24.1.
- 23.6 If all envelopes are not sealed and marked as required, Kampala Capital City Authority will assume no responsibility for the misplacement or premature opening of the proposal.

**24. Deadline for Submission of Proposals**

- 24.1 Proposals must be received by Kampala Capital City Authority at the address and no later than the date and time indicated in the PDS.
- 24.2 Kampala Capital City Authority may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of Kampala Capital City Authority and Consulting firms previously subject to the deadline shall thereafter be subject to the deadline as extended.

**25. Late Proposals**

Kampala Capital City Authority shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITC Clause 24. Any proposal received by Kampala Capital City Authority after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consulting firm.

### **26. Withdrawal and Replacement of Proposals**

- 26.1 A Consulting firm may withdraw or replace its proposal after it has been submitted at any time before the deadline for submission of proposals by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITC Sub-Clause 22.2. Any corresponding replacement of the proposal must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITC 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 Kampala Capital City Authority prior to the deadline prescribed for submission of proposals, in accordance with ITC Clause 24.
- 26.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 26.1 shall be returned unopened to the Consulting firm.
- 26.3 No proposal may be withdrawn or replaced in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consulting firm on the Proposal Submission Sheet or any extension thereof.
- 26.4 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

### **27. Proposal Opening**

- 27.1 Kampala Capital City Authority shall conduct the proposal opening in the presence of Consulting firms` designated representatives who choose to attend, at the address, date and time specified in the PDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the Consulting firm. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.
- 27.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening.
- 27.4 All technical proposals shall be opened one at a time, reading out: the name of the Consulting firm; the presence of a Proposal Securing Declaration, if required; and any other details as Kampala Capital City Authority may consider appropriate. No proposal shall be rejected at the proposal opening except for late proposals, in accordance with ITC Sub-Clause 25.1.
- 27.5 Only envelopes that are opened and read out at the proposal opening shall be considered further.
- 27.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have

## **Part 1: Section 1 Instructions to Consulting firms**

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no access to the financial proposals until the detailed evaluation is concluded and the result established.

- 27.7 Kampala Capital City Authority shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Consulting firm, the presence or absence of a Proposal Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the request for proposals. The Consulting firms' representatives who are present shall be requested to sign the record. The omission of a Consulting firm's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Consulting firms upon payment of a fee and displayed on Kampala Capital City Authority's Notice Board within one working day from the date of the Proposal Opening.

### **E. Evaluation of Proposals**

#### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Consulting firms or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Consulting firms.
- 28.2 Any effort by a Consulting firm to influence Kampala Capital City Authority in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its proposal.
- 28.3 Notwithstanding ITC Clause 28.2, from the time of proposal opening to the time of Contract award, if any Consulting firm wishes to contact Kampala Capital City Authority on any matter related to the procurement process, it should do so in writing.

#### **29. Clarification of Proposals**

To assist in the examination, evaluation, comparison and post-qualification of the proposals, Kampala Capital City Authority may, at its discretion, ask any Consulting firm for a clarification of its proposal. Any clarification submitted by a Consulting firm that is not in response to a request by Kampala Capital City Authority shall not be considered. Kampala Capital City Authority's request for clarification and the response shall be in writing. The request for clarification shall be copied to all Consulting firms for information purposes. No change in the price or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Kampala Capital City Authority in the evaluation of the financial proposals, in accordance with ITC Clause 31.4.

#### **30. Compliance and Responsiveness of Proposals**

- 30.1 Kampala Capital City Authority's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself.
- 30.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals Document

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without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) is inconsistent with the request for proposal and which may limit in any substantial way, the rights of Kampala Capital City Authority or the obligations of the Consulting firm under the contract;
- (b) if corrected would unfairly affect the competitive position of the other Consulting firms whose proposals are administratively compliant; or
- (c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -
  - (i) time schedules, where it is stated in the request for proposals that time is of the essence;
  - (ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
  - (iii) counter proposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a proposal is not substantially compliant and responsive to the Request for Proposals Document, it shall be rejected by Kampala Capital City Authority and may not subsequently be made compliant and responsive by the Consulting firm by correction of the material deviation, reservation, or omission.

### **31. Non conformities, Errors, and Omissions**

31.1 Provided that a proposal is substantially compliant and responsive, Kampala Capital City Authority may waive any non-conformity or omission in the proposal that does not constitute a material deviation.

31.2 Provided that a proposal is substantially compliant and responsive, Kampala Capital City Authority may request that the Consulting firm submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Consulting firm to comply with the request may result in the rejection of its proposal.

31.3 Provided that a proposal is substantially compliant and responsive, Kampala Capital City Authority shall rectify nonmaterial nonconformities or omissions. To this effect, the proposal price may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.

31.4 Provided that the proposal is substantially compliant and responsive, Kampala Capital City Authority shall correct arithmetic errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of Kampala Capital City Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

## Part 1: Section 1 Instructions to Consulting firms

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

31.5 If the Consulting firm that submitted the best evaluated bid does not accept the correction of errors, its proposal shall be rejected and it may be suspended by the Authority from participating in public procurement and disposal activities.

### **32. Preliminary Examination of Proposals – Eligibility and Administrative Compliance**

32.1 Kampala Capital City Authority shall examine the legal documentation and other information submitted by Consulting firms to verify the eligibility of Consulting firms in accordance with ITC Clause 4.

32.2 If after the examination of eligibility, Kampala Capital City Authority determines that the Consulting firm is not eligible, it shall reject the proposal.

32.3 Kampala Capital City Authority shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 has been provided, and to determine the completeness of each document submitted.

32.4 Kampala Capital City Authority shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the offer shall be rejected.

- (a) Technical Proposal Submission Sheet, including:
  - (i) a brief description of the services offered; and
  - (ii) the correct validity date of the proposal
- (b) separately sealed financial proposal;
- (c) written confirmation of authorisation to commit the Consulting firm; and
- (d) a Proposal Securing Declaration.

### **33. Detailed Evaluation**

33.1 Kampala Capital City Authority shall technically evaluate the proposals on the basis of the Consulting firm's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.

33.2 Kampala Capital City Authority may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the Consulting firm(s) concerned. Consulting firms shall be provided with adequate notice of any interviews planned.

33.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

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### **34. Opening of Financial Proposals**

- 34.1 After the detailed evaluation is completed, Kampala Capital City Authority shall notify those Consulting firms whose proposals did not qualify for the financial opening, indicating reasons why their proposal was disqualified and that their financial proposals will be returned unopened after of at least 10 working days from display of the best evaluated bidder notice.
- 34.2 Kampala Capital City Authority shall simultaneously notify the Consulting firm(s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal(s). The opening date shall not be sooner than one week after the notification date. The notification will be sent in writing.
- 34.3 The financial proposal(s) shall be opened in the presence of the Consulting firms' representatives who choose to attend. The name of the Consulting firm, the technical score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. Kampala Capital City Authority shall prepare minutes of the public opening.

### **35. Conversion to Single Currency**

For evaluation and comparison purposes, Kampala Capital City Authority shall convert all proposal prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date twenty-one days prior to the deadline for closing of proposals. Should this date be a non-working day the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the PDS.

### **36. Margin of Preference**

- 36.1 Unless otherwise specified in the PDS, 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.
- 36.2 For the purpose of granting a margin of domestic preference, proposals will be classified in one of three groups, as follows:
- (a) Group A: proposals from Consulting firms incorporated or registered in Uganda where more than fifty percent of the Consulting firm's capital is owned by Ugandan citizens or by the Government or a procuring and disposing entity of Uganda;
  - (b) Group B: proposals from joint ventures or associations registered in Uganda and including a Consulting firm qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and
  - (c) Group C: all other proposals which do not qualify for preference under paragraphs (a) or (b).
- 36.3 Consulting firms claiming eligibility for a Margin of Preference must complete the declarations in the Financial Proposal Submission Sheet and provide

## **Part 1: Section 1 Instructions to Consulting firms**

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documentary evidence of their eligibility in accordance with paragraphs 36.2 (a) or (b) above.

### **37. Financial Comparison of Proposals**

37.1 Kampala Capital City Authority shall financially compare each financial proposal that has been opened.

37.2 To financially evaluate a proposal, Kampala Capital City Authority 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.

37.3 In the calculation of the evaluated price of each proposal, Kampala Capital City Authority shall include the costs stated in Section 3, Evaluation Methodology and Criteria.

37.4 To determine the evaluated price, Kampala Capital City Authority shall consider the following:

- (a) the proposal price;
- (b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 31.4;
- (c) adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 31.3; and
- (d) adjustments due to the application of a margin of preference, in accordance with ITC Clause 36.

### **38. Determination of Best Evaluated Proposal**

Kampala Capital City Authority shall compare all substantially compliant and responsive proposals to determine the best evaluated proposal, in accordance with Section 3, Evaluation Methodology and Criteria.

### **39. Post-qualification of the Consulting firm**

39.1 If so stated in Section 3, Kampala Capital City Authority shall determine to its satisfaction whether the Consulting firm that is selected as having submitted the best evaluated proposal is qualified to perform the Contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Consulting firm's qualifications submitted by the Consulting firm, pursuant to ITC Clause 19, to clarifications in accordance with ITC 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 Consulting firm's qualifications.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Consulting firm. A negative determination shall result in disqualification of the proposal, in which event Kampala Capital City Authority shall proceed to the next best evaluated proposal to make a similar determination of that Consulting firm's capabilities to perform satisfactorily.

39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

## **Part 1: Section 1 Instructions to Consulting firms**

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### **40. Negotiations**

- 40.1 Negotiations may be held with the best evaluated Consulting firm following the evaluation of proposals.
- 40.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

### **F. Award of Contract**

#### **41. Award Procedure**

- 41.1 Kampala Capital City Authority shall issue a Notice of Best Evaluated Bidder within five working days after a decision of the contracts committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to all Consulting firms and the Authority for publication on its website.
- 41.2 Kampala Capital City Authority shall not award a contract to the best evaluated bidder until the lapse of ten days after the date of display of the notice of the best evaluated bidder. During this period,
- 41.3 Kampala Capital City Authority shall award the Contract to the Consulting firm whose offer has been determined to be the best evaluated proposal, provided that the Consulting firm is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

#### **42. The Entity's Right to Accept or Reject Any or All Proposals**

Kampala Capital City Authority reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to contract signature and issue by Kampala Capital City Authority, without thereby incurring any liability to Consulting firms.

#### **43. Signing and effectiveness of the Contract**

- 43.1 On expiry of the ten working days after the date of display of the notice of the best-evaluated bidder and upon approval of the Attorney General where applicable, Kampala Capital City Authority shall sign a contract with the successful Consulting firm.
- 43.2 Failure by the successful Consulting firm to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 43.3 Effectiveness of the Contract shall be subject any conditions specified in the Contract.

#### **44. Debriefing**

Where a Consulting firm requests information on the reasons for their success or failure of their proposal, Kampala Capital City Authority shall give the Consulting firm a written, debrief after the signing of the contract.

#### **45. Administrative Review**

Consulting firms may seek an Administrative Review by the Accounting Officer in accordance with the Public Procurement and Disposal of Public Assets Act, 2003 if they are aggrieved with the decision of Kampala Capital City Authority.



## Section 2: Proposal Data Sheet

Instructions to Consulting firms Reference	Data relevant to the ITC
<b>A. General</b>	
ITC 1.1	The Procuring and Disposing Entity is: <b>Kampala Capital City Authority</b>
ITC 1.3	<b>Subject:</b> The subject of the procurement is: <b>Consultancy services to carry out feasibility studies for the expansion of the Kyanja Urban Agricultural Resource Center in Kampala, Uganda.</b>
ITC 1.3	<b>Reference:</b> The Procurement Reference Number is: <b>KCCA-EKUARC/CONS/23-24/00006</b>
ITC 1.3	<b>Lots:</b> The number and identification of lots comprising this Request for Proposals Document is: <b>None</b>
ITC 2	<b>Source of funds:</b> The Netherlands government, through Invest International is financing the consultancy contract.
ITC 4.2	<b>Joint Ventures:</b> The firms in a joint venture, consortium or association shall be jointly and severally liable. <b>Maximum numbers of a Joint Venture, Consortium or Association (JV):</b> shall not exceed three (3). <b>Minimum share of a member of Joint Venture, Consortium or Association:</b> shall not be less than 25% of the total contract value.
ITC 5.4	<b>Downstream work:</b> Kampala Capital City Authority envisages the need for continuity for downstream work.
<b>B. Request for Proposals Document</b>	
ITC 7	<b>Clarification:</b> For clarification purposes only, Kampala Capital City Authority's address is:  Attention: <b>Head, Procurement &amp; Disposal Department</b> Street Address: <b>Plot 1- 3, Sir Apollo Kaggwa Road</b> Floor and Room number: <b>1<sup>st</sup> Floor, Room B115</b> City: <b>Kampala</b> P. O Box: <b>7010 Kampala</b> Country: <b>Uganda</b> Electronic mail address: <a href="mailto:dakatuhwera@kcca.go.ug">dakatuhwera@kcca.go.ug</a> ; cc: <a href="mailto:hmutayoba@kcca.go.ug">hmutayoba@kcca.go.ug</a> ;  Kampala Capital City Authority will respond to any request for clarification provided that such request is received no later than <b>15 working days from proposal closing date i.e. Friday 24<sup>th</sup> November, 2023.</b>

## Part 2: Section 2. Proposal Data Sheet

Instructions to Consulting firms Reference	Data relevant to the ITC
<b>C. Preparation of Proposals</b>	
ITC 10.1	<b>Medium:</b> Not Applicable.
ITC 11.1	<b>Submission Method:</b> The proposal submission method shall be: <b>One stage-two envelope method</b>
ITC 11.2	<p><b>Pre-Proposal meeting:</b> A Pre-Proposal meeting <b>shall be held online</b> (the link will be shared).</p> <p>Date: <b>Friday 3<sup>rd</sup> November, 2023</b> Time: <b>11:00 hours</b></p> <p>The contact details of Kampala Capital City Authority’s officials are:</p> <p><b>Head, Procurement and Disposal Department</b>  <b>Plot 1 – 3, Sir Apollo Kaggwa Road</b>  Floor and Room number: <b>1<sup>st</sup> Floor, Block B, Room B114</b>  City: <b>Kampala</b> Country: <b>Uganda</b>  Email: <a href="mailto:procurement@kcca.go.ug">procurement@kcca.go.ug</a></p>
ITC 13.1	<b>Budget:</b> The total value of the contract shall be <b>EUR 326,000, including taxes.</b>
ITC 14.1(m)	<b>Additional information in Technical Proposal:</b> Additional information required in the Technical Proposal includes: <b>None</b>
ITC 15.1 (f)	<b>Additional information in Financial Proposal:</b> Additional information required in the Financial Proposal includes: <b>None</b>
ITC 15.3	<b>Price Breakdown:</b> The Financial Proposal <b>shall be</b> broken down into the price for each Activity.
ITC 15.4	<p><b>Taxes:</b> The Financial Proposal <b>shall</b> indicate taxes etc. <b>as a separate amount.</b></p> <p>However, <b>Withholding Tax (WHT) is a direct tax</b> and should be included as part of the remuneration.</p>
ITC 16.1	<b>Prices:</b> The prices quoted by the Consulting firm shall be: <b>fixed during the Consulting firm’s performance of the Contract and not subject to variation on any account.</b>
ITC 17.1 (a)	<b>Currency:</b> For Services originating in Uganda, the currency of the proposal shall be: <b>Euros</b>
ITC 17.1 (b)	<b>Currency:</b> For Services originating from outside of Uganda the currency of the proposal shall be <b>Euros.</b>
ITC 20.1	<b>Validity:</b> Proposals must remain valid until <b>Thursday 31<sup>st</sup> July, 2024.</b>
ITC 21.1	<b>Proposal Securing Declaration:</b> A Proposal Securing Declaration shall

## Part 2: Section 2. Proposal Data Sheet

Instructions to Consulting firms Reference	Data relevant to the ITC
	be required.
ITC 21.2	<b>Validity of Proposal Securing Declaration:</b> The Proposal Securing Declaration shall be valid until: <b>Wednesday September 11<sup>th</sup>, 2024</b>
ITC 22.1	<b>Number of Copies:</b> In addition to the original of the technical and financial proposal, the number of copies of each required is: <b>3</b>
ITC 22.2	<b>Form of Authorisation:</b> Power of Attorney registered with the Registrar of Documents if signed in Uganda or a Notarised Power of Attorney if signed outside Uganda.
<b>D. Submission and Opening of Proposals</b>	
ITC 24.1	<p><b>Proposal Submission:</b> For proposal submission purposes only, Kampala Capital City Authority's address is:</p> <p>Attention: <b>Head, Procurement and Disposal Department</b> Street Address: <b>Plot 1- 3, Sir Apollo Kaggwa Road</b> Floor and Room number: <b>1<sup>st</sup> Floor, room B112</b> City: <b>Kampala</b> P. O Box: <b>7010 Kampala</b> Country: <b>Uganda</b></p> <p><b>The deadline for proposal submission is:</b> Date: <b>Friday 15<sup>th</sup> December, 2023</b> Time: <b>11:00 hours (Kampala Local Time)</b></p>
ITC 27.1	<p><b>Proposal Opening:</b> The proposal opening for the technical proposal shall take place at: Street Address: <b>City Hall, Sir Apollo Kaggwa Road</b> Floor and Room number: <b>Committee Room 2</b> Country: Uganda</p> <p>Date: <b>Friday 15<sup>th</sup> December, 2023</b> Time: <b>11:30 hours (Kampala Local Time)</b></p>
ITC 33.2	<b>Interviews:</b> Interviews shall not be held.
<b>E. Evaluation of Proposals</b>	
ITC 30	<b>Evaluation Methodology:</b> The selection method shall be the <b>Quality and Cost Based Selection method</b> as detailed in Section 3: Evaluation Methodology and Criteria
ITC 36.1	<b>Margin of Preference:</b> A margin of preference <b>shall not</b> apply.
<b>F. Award of Contract</b>	

## Part 2: Section 2. Proposal Data Sheet

Instructions to Consulting firms Reference	Data relevant to the ITC																					
ITC 44	<p><b>Debriefing:</b> The ten working days period shall be used for bidders' questions and debriefing. KCCA shall, on request, provide a bidder with a debrief which shall state the score awarded to the bidder, the reasons for their disqualification and the weaknesses of the proposal against the criteria. The debrief shall be unique to the bidder who makes a request and shall not provide details on any other bid, other than the information that is otherwise publicly available. The debrief shall be provided within ten working days of a request by a bidder.</p>																					
ITC 45	<p><b>Administrative Review:</b> During the ten days after the date of display of the notice of the best evaluated bidder, a bidder may also seek administrative review for any omission or breach by KCCA.</p> <p>The request for administrative review shall;</p> <p>(a) be in writing and shall be submitted to the Accounting Officer, on payment of the fees prescribed below;</p> <table border="1" data-bbox="517 882 1469 1715"> <thead> <tr> <th data-bbox="517 882 619 1016">SN</th> <th data-bbox="619 882 1241 1016">Value of procurement (in Uganda Shillings)</th> <th data-bbox="1241 882 1469 1016">Fees payable (in Uganda Shillings)</th> </tr> </thead> <tbody> <tr> <td data-bbox="517 1016 619 1106">1.</td> <td data-bbox="619 1016 1241 1106">Procurements or disposal of a value of up to shillings 100,000,000</td> <td data-bbox="1241 1016 1469 1106">500,000</td> </tr> <tr> <td data-bbox="517 1106 619 1234">2.</td> <td data-bbox="619 1106 1241 1234">Procurements or disposal of a value of more than shillings 100,000,000 up to shillings 500,000,000</td> <td data-bbox="1241 1106 1469 1234">1,500,000</td> </tr> <tr> <td data-bbox="517 1234 619 1361">3.</td> <td data-bbox="619 1234 1241 1361">Procurements or disposal of a value of more than shillings 500,000,000 up to shillings 1,000,000,000</td> <td data-bbox="1241 1234 1469 1361">2,500,000</td> </tr> <tr> <td data-bbox="517 1361 619 1489">4.</td> <td data-bbox="619 1361 1241 1489">Procurements or disposal of a value of more than shillings 1,000,000,000 up to shillings 50,000,000,000</td> <td data-bbox="1241 1361 1469 1489">5,000,000</td> </tr> <tr> <td data-bbox="517 1489 619 1617">5.</td> <td data-bbox="619 1489 1241 1617">Procurements or disposal of a value of more than shillings 50,000,000,000 up to shillings 100,000,000,000</td> <td data-bbox="1241 1489 1469 1617">10,000,000</td> </tr> <tr> <td data-bbox="517 1617 619 1715">6.</td> <td data-bbox="619 1617 1241 1715">Procurements or disposal of a value of more than shillings 100,000,000,000</td> <td data-bbox="1241 1617 1469 1715">15,000,000</td> </tr> </tbody> </table> <p>(b) be made within ten working days after the date the bidder first becomes aware or ought to have become aware of the circumstances that give rise to the complaint.</p> <p>The Accounting Officer shall on request provide the bidder with a report indicating the reasons for the rejection of the bidder and the stage at which the bidder was rejected and the report shall be used only for the administrative review process.</p> <p>On receiving the complaint, the Accounting Officer shall immediately</p>	SN	Value of procurement (in Uganda Shillings)	Fees payable (in Uganda Shillings)	1.	Procurements or disposal of a value of up to shillings 100,000,000	500,000	2.	Procurements or disposal of a value of more than shillings 100,000,000 up to shillings 500,000,000	1,500,000	3.	Procurements or disposal of a value of more than shillings 500,000,000 up to shillings 1,000,000,000	2,500,000	4.	Procurements or disposal of a value of more than shillings 1,000,000,000 up to shillings 50,000,000,000	5,000,000	5.	Procurements or disposal of a value of more than shillings 50,000,000,000 up to shillings 100,000,000,000	10,000,000	6.	Procurements or disposal of a value of more than shillings 100,000,000,000	15,000,000
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1.	Procurements or disposal of a value of up to shillings 100,000,000	500,000																				
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6.	Procurements or disposal of a value of more than shillings 100,000,000,000	15,000,000																				

## Part 2: Section 2. Proposal Data Sheet

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<b>Instructions to Consulting firms Reference</b>	<b>Data relevant to the ITC</b>
	<p>suspend the procurement process, as the case may be.</p> <p>The Accounting Officer shall then request the bidders to extend the period of the bid validity and bid securing declaration for the duration of the suspension.</p> <p>The Accounting Officer shall, within ten days of receipt of a complaint, make and communicate a decision, in writing, addressed to the bidder who makes the complaint and which shall indicate the reasons for the decision taken and the corrective measure to be taken, if any.</p>

## **Section 3. Evaluation Methodology and Criteria**

**Procurement Reference Number: KCCA-EKUARC/CONS/23-24/00006**

The evaluation methodology to be used for the evaluation of bids received shall be; the **Quality and Cost Based Selection Methodology**.

Quality and Cost Based Selection is the evaluation methodology that takes into account both the quality and the cost of bids in a process under which technical bids are evaluated without access to financial bids.

Quality and Cost Based Selection shall use the following three stage methodology

- (a) a **preliminary examination** to determine whether a bidder is eligible and to determine administrative compliance with the basic instructions and requirements of the solicitation document;
- (b) a **detailed evaluation** to assess-
  - (i) responsiveness to the terms and conditions of the solicitation document; and
  - (ii) the technical quality of bids against set criteria on a merit point system, to determine the technical score of each technical bid and to determine which technical bid reached the minimum technical score; and
- (c) a **financial comparison** to determine the financial score of each financial bid, to weight the technical and financial scores and to determine the total score of each bid.

### **A. Preliminary Examination Criteria**

Kampala Capital City Authority shall examine the legal documentation and other information submitted by Consulting firms to verify their eligibility in accordance with ITC Clause 4.

If after the examination of eligibility, Kampala Capital City Authority determines that the Consulting firm is not eligible, **it shall reject the proposal**.

The documents evidencing eligibility shall be the following:

1. Declaration that you are from an eligible country, in accordance with Section 5. Eligible Countries
2. Declaration of not being insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. Declaration that your business activities are not suspended;
4. Declaration that you do not to have a conflict of interest in relation to this procurement requirement;
5. A Certificate of Incorporation or Registration or equivalent
6. Trading licence or equivalent;

## **Part 2: Section 3. Evaluation Methodology and Criteria**

---

7. A Certificate of tax compliance or equivalent;
8. A Certificate of social security contributions or equivalent

Kampala Capital City Authority shall then examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 have been provided, and to determine the completeness of each document submitted.

The following documents and information shall be checked, and **if any of them is missing, the proposal shall be rejected;**

1. Technical Proposal Submission Sheet, including:
  - (i) a brief description of the services offered; and
  - (ii) the correct validity date of the proposal
2. Separately sealed financial proposal;
3. Written confirmation of authorisation to commit the Consulting firm;
4. A Proposal Securing Declaration;
5. A Required KYC information for Consulting firms (copy included); and
6. The Contract Non-Performance Disclosure Form (FORM CON-2)

**A non-eligible and non-compliant proposal shall be eliminated from further evaluation.**

### **B. Detailed Evaluation Criteria**

1. An evaluation committee shall use the evaluation criteria in the Request for Proposals and based on the contents of a proposal, conduct a detailed evaluation of a Proposal that passes the preliminary examination.
2. The detailed evaluation shall compare the details of the proposal with the criteria stated in the Request for Proposals.
3. The detailed evaluation of the Proposal shall use a merit point evaluation system as specified in the Request for Proposals.

**All proposals having scored below the minimum technical qualifying mark shall be eliminated from further evaluation.**

## Part 2: Section 3. Evaluation Methodology and Criteria

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### Technical Comparison Criteria

The Technical Proposal will be evaluated on the basis of the following criteria. Details are in Section 6.

SN	Criteria	Points
<b>1.</b>	<b>Experience</b>	<b>15</b>
i.	At least 15 years of demonstrable and extensive experience in developing feasibility studies	5
ii.	At least 10 years of experience on similar assignments in the agricultural sector and related policy and institutional analysis, value chains analysis, logistics etc.	4
iii.	At least 10 years of demonstrable and extensive experience in exploring environmental and social challenges and formulating technical, institutional, regulatory, and legislative and policy recommendations to address those issues. Such experience in Africa is an added advantage.	3
iv.	Experience in countries with conditions similar to those in Uganda	2
v.	Proven experience and records of successful completion of at least 2 projects similar by nature and complexity, during the past 5 years.	1
<b>2.</b>	<b>Methodology</b>	<b>30</b>
i.	Technical Approach and Methodology	15
ii.	Realistic and implementable Work plan	10
iii.	Adequacy of time input of Experts	5
<b>3.</b>	<b>Personnel</b>	<b>45</b>
	<b>Key Experts</b>	
i.	Team Leader	15
ii.	Economic and financial expert	12
iii.	International (urban) agricultural supply chain and/or (agri)logistics expert	10
iv.	Environmental and Social Impact Assessment Expert	8
<b>4.</b>	<b>Transfer of Knowledge</b>	<b>6</b>
i.	Training approach and methodology	3
ii.	Training content	2
iii.	Training program	1
<b>5.</b>	<b>Participation by Nationals</b>	<b>4</b>
	Ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months)	4
	<b>Total:</b>	<b>100</b>

### Determination of Technical Score

The technical score ( $St$ ) for each proposal shall be determined against the criteria detailed above.

The minimum technical score required to pass the technical evaluation is **80 points**. Proposals scoring less than this will be rejected.



### C. Financial Comparison Criteria

1. The evaluation committee shall conduct a financial comparison of the proposals by examining and comparing the financial proposals and determining the best evaluated proposal.
2. The financial comparison shall only be conducted on the proposals that are opened at the session for opening financial proposals.
3. The financial comparison shall—
  - (a) assess whether a proposal conforms to the terms and conditions of the request for proposals, without material deviation;
  - (b) determine the proposal price;
  - (c) correct any arithmetic errors in a proposal;
  - (d) determine whether a financial proposal is complete and where a proposal is not complete, cost the missing items and add these to the original proposal price;
  - (e) make adjustments for a non-conformity or an omission in a proposal that does not constitute a material deviation;
  - (f) convert the currencies of the proposals into a single currency for purposes of comparison;
  - (g) determine the total evaluated price of each proposal;
  - (h) award a financial score to each proposal and rank the proposals; and
  - (i) determine the best evaluated proposal using the method and criteria specified below;

#### **Costs to be included**

Costs to be included, in the evaluated price shall be the fees, reimbursables and miscellaneous costs, for each activity.

#### **Costs to be included**

Costs to be included, in the evaluated price are: -

Fees, reimbursables and miscellaneous costs, for each activity

## Part 2: Section 3. Evaluation Methodology and Criteria

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### Determination of Financial Score

To determine financial scores for each bid, the lowest priced bid shall be given a financial score of 100, and other bids shall, by application of the following formulae be given a score proportionate to this:

$$Sf = 100 \times \frac{Fm}{F} \quad \text{in which:}$$

$Sf$  denotes the financial score of the bid under consideration;

$Fm$  is the price of the lowest price bid that passed the technical evaluation;

$F$  denotes the price of the bid under consideration

### Determination of Combined Technical and Financial Scores

Bids will be ranked according to their combined technical ( $St$ ) and financial ( $Sf$ ) scores using the weightings of 70% for the minimum technical score and 30% for the minimum financial score.

$S = (St \times T\%) + (Sf \times P\%)$  where  $S$  is the combined technical and financial score

The weights given to the scores of the Technical and Financial Bids are:

$T$  denotes the weight given to the Technical Bid; and

$P$  denotes the weight given to the Financial Bid;

### Determination of Best Evaluated Bidder

The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.

## **Section 4. Proposal Forms**

### **Table of Contents**

#### **4.1 Technical Proposal – Standard Forms**

- 4.1.1 Technical Proposal Submission Sheet.
  - 4.1.1.1 Code of Ethical Conduct for Consulting firms
- 4.1.2 Consulting firm’s References.
- 4.1.3 Comments and Suggestions on the Terms of Reference.
- 4.1.4 Description of the Methodology for performing the Assignment.
- 4.1.5 Team Composition and Task Assignments.
- 4.1.6 Format of Curriculum Vitae for Proposed Professional Staff.
- 4. 1.7 Confirmation of availability of professional staff
- 4.1.8 Estimated Time Schedule for Professional Staff.
- 4.1.9 Activity (Work) Schedule.
- 4.1.10 Proposal Securing Declaration
- 4.1.11 Required KYC Documentation for Consulting firms
- 4.1.12 Contract Non-Performance Disclosure Form

#### **4.2 Financial Proposal - Standard Forms**

- 4.2.1 Financial Proposal Submission Sheet.
- 4.2.2 Summary of Proposal Price (Breakdown of Lump Sum).
- 4.2.3 Breakdown of Fees.
- 4.2.4 Breakdown of Reimbursables.
- 4.2.5 Breakdown of Miscellaneous Expenses.

## Part 1: Section 4 Proposal Forms

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*[This Proposal Submission Sheet should be on the letterhead of the Consulting firm and should be signed by a person with the proper authority to sign documents that are binding on the Consulting firm. It should be included by the Consulting firm in its technical proposal]*

### 4.1.1 Technical Proposal Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date;
- (e) We, including any subcontractors or Consulting firms for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;
- (f) We, including any subcontractors or Consulting firms for any part of the contract resulting from this procurement process are registered with the Authority Registration Number *[insert registration number]*. *[Consulting firms who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]*;
- (g) We, including any associates, Joint Venture partners or Sub contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Consulting firm, including that of all parties that comprise the Consulting firm, if the Consulting firm is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;
- (h) We have signed and undertake to abide by the Code of Ethical Conduct for Consulting firms attached during the procurement process and the execution of any resulting contract;
- (i) We are not participating, as Consulting firms, in more than one proposal in this procurement process;
- (j) We, including any subcontractors or Consulting firms, do not have any conflict of interest and have not participated in the preparation of the original project for Kampala Capital City Authority;
- (k) We, our affiliates or subsidiaries—including any subcontractors 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;

## Part 1: Section 4 Proposal Forms

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- (l) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;
- (m) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

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

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

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

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Consulting firm]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Part 1: Section 4 Proposal Forms

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### 4.1.1.1 CODE OF ETHICAL CONDUCT FOR CONSULTING FIRMS

(Under Section 93 of the Public Procurement and Disposal of Public Assets Act, 2003)

#### 1. Ethical Principles

Consulting firms shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
  - i. the laws of Uganda; and
  - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

#### 2. Standards

Consulting firms shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

#### 3. Conflict of Interest

Consulting firms shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring and disposing entity. Consulting firms shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

#### 4. Confidentiality and Accuracy of Information

- (1) Information given by Consulting firms in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Consulting firms shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

#### 5. Gifts and Hospitality

Consulting firms shall not offer gifts or hospitality directly or indirectly, to staff of a procuring and disposing entity that might be viewed by others as having an influence on a government procurement decision.

#### 6. Inducements

- (1) Consulting firms shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Consulting firms shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

#### 7. Fraudulent Practices

Consulting firms shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;

## Part 1: Section 4 Proposal Forms

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- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of Kampala Capital City Authority; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE;
- (f) withholding information from KCCA during contract execution to the detriment of KCCA.

I ..... agree to comply with the above code of ethical conduct in business.

-----  
**AUTHORISED SIGNATORY**

-----  
**NAME OF CONSULTING FIRM**

## Part 1: Section 4 Proposal Forms

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal]*

### 4.1.2 Consulting firm's References

**Relevant services carried out in the last ..... years (*Insert number of years required*) that best illustrate experience.**

Using the format below, provide information on each assignment for which the Consulting firm, as a corporate entity or as one of the major companies within an association, was legally contracted.

Consulting firm's Name: \_\_\_\_\_

Assignment name:		Country:
Location within country:		Professional Staff provided by Consulting firm (profiles):
Name of client:		Nº of staff:
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Current US\$):
Name of Associated Consulting firms, if any:		Nº of Months of Professional Staff provided by Associated Consulting firms:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of Project:		
Description of actual services provided by your Staff:		



## Part 1: Section 4 Proposal Forms

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal. If none, include form and state "None"]*

### **4.1.3 Comments and Suggestions on the Terms of Reference**

*[Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.]*

#### **A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any }

#### **B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any }

## Part 1: Section 4 Proposal Forms

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal]*

### 4.1.4 Description of the Methodology for performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and capacity development support.

{Suggested structure of your Technical Proposal}:

- a) Technical Approach and Methodology
- b) Work Plan

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

## Part 1: Section 4 Proposal Forms

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal]*

### 4.1.5. Team Composition and Task Assignments

1. Key Staff		
Name	Position	Tasks

2. Support Staff		
Name	Position	Task(s)

## Part 1: Section 4 Proposal Forms

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal. Note: Please attach the accompanying evidence, or else the proposal shall be disqualified]*

### 4.1.6 Format of Curriculum Vitae for Proposed Professional Staff

#### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{e.g., A-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/Consulting firm to...  For references: Tel...../e-mail.....; Mr. A2 , Project manager]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**Part 1: Section 4 Proposal Forms**

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consulting firm’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert’s contact information:** (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

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Name of Expert	Signature	Date
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{ day/month/year }

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Name of authorized Representative of the Consulting firm (the same who signs the Proposal)	Signature	Date
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**Part 1: Section 4 Proposal Forms**

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**4.1.7 Format for confirmation of availability of Key Professional Staff**

Subject of procurement:	
Procurement Reference Number:	

Consulting firm:	
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<b>List of key professional staff</b>	<b>Competencies of key professional staff</b>	<b>Percentage of time for which key staff shall be available</b>

Confirmation

I .....(insert name of Consulting firm)  
hereby certify that the staff described above shall be available as indicated

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Part 1: Section 4 Proposal Forms**

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal. Consulting firms may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]*

**4.1.8 Estimated Time Schedule for Professional Staff**

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																	Subtotal (1)
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_ (Authorised Representative)

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Consulting firm: \_\_\_\_\_

## Part 1: Section 4 Proposal Forms

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal. Consulting firms may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]*

### 4.1.9 Activity (Work) Schedule

#### A. Technical Input

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
<b>Activity (Work)</b>												

#### B. Completion and Submission of Reports and other Deliverables

Reports	Date
1. Inception Report	
2. Interim Progress Reports (a) First Status Report (b) Second Status Report	
3. Draft Final Report	
4. Final Report	
5. Other Deliverables	



## Part 1: Section 4 Proposal Forms

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### 4.1.10 Proposal Securing Declaration

*[The Consulting firm shall fill in this Form in accordance with the instructions indicated. If the Consulting firm is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]*

Date: *[insert date (as day, month and year) of Proposal Submission]*  
Procurement Reference No.: *[insert reference number of selection 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, proposals must be supported by a Proposal Securing Declaration.

2. I/We accept that I/we may 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 Request for Proposals conditions, because we:

- (a) have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
- (b) having been notified of the acceptance of our proposal by Kampala Capital City Authority, during the period of proposal validity, fail or refuse to:
  - (i) sign the Contract in accordance with ITC Clause 43;
  - (ii) furnish the Performance Security, in accordance with the ITC Clause 45;  
or
  - (iii) accept the correction of our bid by Kampala Capital City Authority, pursuant to ITC sub Clause 31.4.

3. I/We understand this Proposal Securing Declaration shall expire on *[Insert date as per ITC Clause 21]*.

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

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

Duly authorized to sign the proposal for and on behalf of: *[insert complete name of Consulting firm]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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*[The information requested is required in the format provided below and should be included by the Consulting firm in its proposal]*

### 4.1.11 Required KYC Documentation for Consulting firms

1. Consulting firms Organization Form – in RFP
2. Beneficial Ownership Disclose Form – in RFP
3. Declaration of Integrity – in RFP

#### 1. Consulting firm's Organization Form

*[Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment. Please provide the following form (for each JV member):]*

<b>Consulting firm's Organization</b>	
Consulting firm's full legal name	[Name]
In case of Joint Venture (JV), name each member	[Members]
When applicable, Consulting firm's trade name(s) or any other name under which it operates	[Name]
Consulting firm's actual or intended country of registration (or - depending on the laws governing its constitution - any equivalent such as 'domicile' or statutory seat)	[country of registration/constitution]
Consulting firm's actual or intended year of incorporation	[year]
Consulting firm's country of incorporation (if different from the country of registration)	[country of incorporation]
Consulting firm's legal address in country of registration	[address]
Consulting firm's authorized representative information	Name: [name] Address: [address] Telephone numbers: [numbers] e-mail address: [email]

#### 1. Attached are copies of original documents of:

- An official and up to date registry excerpt (Chamber of Commerce Extract) of the legal entity named above, not older than 6 months (on the date of submission of this form);
- Articles of Incorporation (or equivalent documents of constitution or association)

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and,

- In case of JV, Letter of Intent to form JV or JV agreement [*in accordance with TECH-1*]

### 2. Included are:

- a dated and signed Organizational Chart
- a list of Board of Directors
- the beneficial ownership and control percentages:

*[If required under Data Sheet ITC 32.1, the Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form]*

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**Please note that the questions above are the minimum requirements. In case of uncertainty, The Funder has the right to request further information and/or documentation. If the Consulting firm does not want to participate in this, they are not eligible for this tender. The Funder reserves the right not to deal with the Consulting firm if there are indications of bribery, conflicts of interests, corruption, cyber-crime, evasion or avoidance of tax regulation, fraud, sanctions, socially unacceptable behaviour, money laundering and/or terrorism financing of any sort.**

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### 2. Beneficial Ownership Disclosure Form

Subject of Procurement: *[insert name of the assignment]*

Procurement Reference Number: *[insert identification no]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

**Option 1:** We hereby declare that the Company *[Insert full Company name]* or Parent company *[Insert full Parent Company name]* is listed on a stock exchange: [YES/ NO],

If **Yes** specify which stock exchange: [stock exchange]

*Note: If the company is (directly or indirectly a 100% subsidiary of) an entity that is listed on a recognized stock exchange (Annex Y), no identification of the Ultimate Beneficial Owner(s) is required.*

**OR**

**Option 2:** we hereby provide the following ultimate beneficial ownership information.

#### Details of beneficial ownership

Identity of Ultimate Beneficial Owner	Directly or indirectly holding 25% or more of the shares	Directly or indirectly holding 25 % or more of the Voting Rights	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Company
[include full name (last, middle, first), nationality, country of residence, date of birth, residential address]	(Yes / No) include the exact ownership percentage	(Yes / No)	(Yes / No)
[include full name (last, middle, first), nationality, country of residence, date of birth, residential address]	(Yes / No) include the exact ownership percentage	(Yes / No)	(Yes / No)
[include full name (last, middle, first), nationality, country of residence, date of birth, residential address]	(Yes / No) include the exact ownership percentage	(Yes / No)	(Yes / No)
[include full name (last, middle, first), nationality, country of residence, date of birth, residential address]	(Yes / No) include the exact ownership percentage	(Yes / No)	(Yes / No)

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**OR**

**Option 3:** *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the company.

*and provide the following pseudo ultimate beneficial owner:*

<b>Identity of Ultimate Beneficial Owner</b>	<b>Statutory director of the Company or the members of its statutory board, where such a board does not exist representatives of the company:</b>
[include full name (last, middle, first), nationality, country of residence, date of birth, residential address]	Text

Please provide an up-to-date, dated and signed ownership structure chart of the company including ownership and control percentages. The ownership structure chart needs to be from the company up until natural persons. Also if the company has subsidiaries mention them on the ownership structure chart as well.

**Name of the Company** \*[insert complete legal name of the Company]

**Name of the person duly authorized to sign the Proposal on behalf of the Company:**  
\*\*[insert complete name of person duly authorized to sign the Proposal]

**Title of the person signing the Proposal:** [insert complete title of the person signing the Proposal]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

Attached are copies of original documents to proof the declarations above:

- Complete tax returns;
- Audited financial statements
- Other

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\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Company. In the event that the Consulting firm is a joint venture, each reference to “Company” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Company. The power of attorney shall be attached with the Proposal Schedules.

Please note that the questions above are the minimum requirements. In case of uncertainty, Invest international has the right to request further information and/or documentation. If the bidder does not want to participate in this, he is not eligible for this tender. Invest international reserves the right not to deal with the bidder if there are indications of bribery, conflicts of interests, corruption, cybercrime, evasion or avoidance of tax regulation, fraud, sanctions, socially unacceptable behaviour, money laundering and/or terrorism financing of any sort.

### *Annex Y: Invest International recognized stock exchanges*

Country	Exchange	Web address
Argentina	Mercado de Valores de Buenos Aires	www.merval.sba.com.ar
Australia	Australian Stock Exchange	www.asx.com.au
Austria	Wiener Börse	www.wienerborse.at
Belgium	Euronext Brussels	www.euronext.com
Brazil	B3 – Brasil Bolsa Balcão	www.b3.com.br/en_us/
Bulgaria	Bulgarian Stock Exchange	www.bse-sofia.bg
Canada	Toronto Stock Exchange	www.tsx.com
Chile	Bolsa Comercio de Santiago	www.bolsadesantiago.com
China	Shanghai Stock Exchange	www.sse.com.cn
China	Shenzhen Stock Exchange	www.szse.cn
Colombia	Bolsa de Valores de Colombia	www.bvc.com.co
Croatia	Zagreb Stock Exchange	https://zse.hr/default.aspx?id=64274
Cyprus (Republic of)	Cyprus Stock Exchange	www.cse.com.cy
Czech Republic	Prague Stock Exchange	www.pse.cz
Denmark	Nasdaq OMX Copenhagen	www.nasdaqomxnordic.com
Estonia	Nasdaq OMX Tallinn	www.nasdaqomxbaltic.com
Finland	Nasdaq OMX Helsinki	www.nasdaqomxnordic.com
France	Euronext Paris	www.euronext.com
Germany	Deutsche Börse	www.deutsche-boerse.com
Greece	Athens Exchange	www.helex.gr
Hungary	Budapest Stock Exchange	www.bse.hu
Iceland	Nasdaq OMX Iceland (ICEX)	www.nasdaqomxnordic.com
India	National Stock Exchange JSC	www.nseindia.com
India	Bombay Stock Exchange	www.bseindia.com
Indonesia	Indonesia Stock Exchange	www.idx.co.id/en-us/

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Ireland	Irish Stock Exchange	<a href="http://www.ise.ie">www.ise.ie</a>
Israel	Tel Aviv Stock Exchange	<a href="http://www.tase.co.il">www.tase.co.il</a>
Italy	Borsa Italiana	<a href="http://www.borsaitaliana.it">www.borsaitaliana.it</a>
Japan	Tokyo Stock Exchange	<a href="http://www.jpx.co.jp">www.jpx.co.jp</a>
Korea South	Korea Exchange (KOSPI)	<a href="http://www.krx.co.kr">www.krx.co.kr</a>
Latvia	Nasdaq OMX Riga	<a href="http://www.nasdaqomxbaltic.com">www.nasdaqomxbaltic.com</a>
Lithuania	Nasdaq OMX Vilnius	<a href="http://www.nasdaqomxbaltic.com">www.nasdaqomxbaltic.com</a>
Luxembourg	Bourse de Luxembourg	<a href="http://www.bourse.lu">www.bourse.lu</a>
Malta	Malta Stock Exchange	<a href="http://www.borzamalta.com.mt">www.borzamalta.com.mt</a>
Mexico	Bolsa Mexicana de Valores	<a href="http://www.bmv.com.mx/en">www.bmv.com.mx/en</a>
Netherlands	Euronext Amsterdam	<a href="http://www.euronext.com">www.euronext.com</a>
New Zealand	New Zealand Exchange	<a href="http://www.nzx.com">www.nzx.com</a>
Norway	Oslo Bors	<a href="http://www.oslobors.no">www.oslobors.no</a>
Poland	Warsaw Stock Exchange	<a href="http://www.gpw.pl">www.gpw.pl</a>
Portugal	Euronext Lisbon	<a href="http://www.euronext.com">www.euronext.com</a>
Romania	Bucharest Stock Exchange	<a href="http://www.bvb.ro">www.bvb.ro</a>
Singapore	Stock Exchange of Singapore	<a href="http://www.sgx.com">www.sgx.com</a>
Slovakia	Bratislava Stock Exchange	<a href="http://www.bsse.sk">www.bsse.sk</a>
Slovenia	Ljubljana Stock Exchange	<a href="http://www.ljse.si">www.ljse.si</a>
South Africa	Johannesburg Stock Exchange	<a href="http://www.jse.co.za/">www.jse.co.za/</a>
Spain	Bolsas y Mercados Españoles	<a href="http://www.bolsasymercados.es">www.bolsasymercados.es</a>
Sweden	Nasdaq OMX Stockholm	<a href="http://www.nasdaqomxnordic.com">www.nasdaqomxnordic.com</a>
Switzerland	SIX Swiss Stock Exchange	<a href="http://www.six-swiss-exchange.com">www.six-swiss-exchange.com</a>
Turkey	Borsa Istanbul	<a href="http://www.borsaistanbul.com/en">www.borsaistanbul.com/en</a>
United Kingdom	London Stock Exchange	<a href="http://www.londonstockexchange.com">www.londonstockexchange.com</a>
United States	New York Stock Exchange	<a href="http://www.nyse.com">www.nyse.com</a>
United States	NASDAQ Stock Market	<a href="http://www.nasdaqomx.com">www.nasdaqomx.com</a>

### 3. Declaration of Integrity

In order for the Minister for Foreign Trade and Development Cooperation, legally represented by Invest International (hereinafter: IIPP), to be able to determine the company's commitment to integrity as well as its compliance history, **[name of company]** declares that:

- a. It has not been engaged, or will engage, directly or indirectly, in bribery or any other illegal, corrupt, fraudulent, collusive, coercive and/or obstructive practices in connection with the tendering process or execution or supply of any works, goods or services for the Project "**[name of the project]**" (hereinafter "Project"). It acknowledges that if in the opinion of IIPP there is credible evidence of bribery in the award or execution of any contract of the Project, IIPP may refuse (further) involvement in the project, suspend further disbursements of the subsidy during an extensive due diligence process, withdraw the subsidy, deny further disbursements and/or reclaim the sums already paid. Furthermore, the IIPP may refuse approval of any further subsidy or other types of financing.
- b. It will notify IIPP whether it, anyone acting on its behalf (including but not limited to: directors, employees, joint venture partners, agents, Consulting firms and/or and sub-contractors), or anyone involved in the Project:
  - i) listed on the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, and the Inter-American Development Bank. Any organisation listed on any of the mentioned debarment lists is not considered eligible to be awarded a contract and is excluded from involvement in the Project.
  - ii) listed as a violator of the OECD guidelines. If listed, proof that OECD recommendations are being followed and that this suffices for the OECD should be provided. The proof should at least include a letter from the OECD providing its opinion.
  - iii) Itself or its ultimate beneficial owners or anyone acting on their behalf is currently being charged in a national court; has been convicted or charged at any time five years prior to the Application, or has been subject to equivalent national administrative measures of any country or has been included on any debarment list for violations or illegal, corrupt, fraudulent, collusive, coercive and/or obstructive practices, cybercrime, evasion or avoidance of tax regulation, sanctions, socially unacceptable behaviour, money laundering and/or terrorism financing of any sort. A declaration of integrity is required to be eligible to be awarded a contract under the project.
  - iv) Is listed on either of the following sanctions list 1) Sanctions Act 1977 (dnb.nl) 2) Invest International lists, 3) EU country exclusion list, 4) US sanction, 5) FATF blacklist. Any organisation or its ultimate beneficial owners listed on any of the mentioned sanctions lists is not considered eligible to be awarded a contract and is excluded from involvement in the Project.



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- c. It will notify IIPP if it has been engaged in any civil work contracts that have been suspended or terminated for reasons related to non-compliance with environmental or social contractual obligations in the past five years.
- d. It will, upon demand, disclose to IIPP: i) the identity of persons acting on its behalf or agents, Consulting firms and/or (sub)contractors connected to the Project, and ii) the amount and purpose of commissions and/or fees (to be) paid to such persons.
- e. It declares that it will not use artificial constructs to (seemingly) reduce their profits or withhold taxes to be paid in relation to the (name of the project) project.
- f. It acknowledges and accepts that IIPP may decide to carry out extensive due diligence inquiries into information provided relating to this Policy, at any time prior to or during the Project: starting with the selection of applicants up to and including the finalisation of the Project and/or subsidy determination. This includes requesting further clarification from the [name of company] and verifying whether appropriate internal corrective and/or preventive measures have been taken, documented and stored. The books and records related to the project should therefore be preserved in accordance with applicable law but in any case 7 years from the date of the tender submission, or in the case of an awarded contract 7 years from the date of substantial performance of the contract. IIPP may take additional measures depending on the nature of the case or dispute, including exclusion from the Project.
- g. It acknowledges that IIPP will disclose to the law enforcement authorities of the Netherlands any credible evidence of illegal activity (including but not limited to bribery, fraud and/or corruption).

On behalf of **[name of company]**, I declare that I have read and accepted these terms,

Name: \_\_\_\_\_ *[insert complete name of person signing the proposal]*

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the proposal]*

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

Duly authorised to sign the proposal for and on behalf of: \_\_\_\_\_ *[insert complete name of Consulting firm]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Form CON – 2  
Historical Contract Non-Performance, and  
Pending Litigation and Litigation History**

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member's Name: *[insert full name]*  
 RFP No. and title: *[insert RFP number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section III, Table 1 Qualification Criteria, and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January 2010 specified in Section III, – Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January 2010 specified in Section III, – Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.1.			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and € Euros equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Table 1 Qualification Criteria, and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.3 as indicated below.			

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<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), € Euros Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<b>Litigation History in accordance with Section III, Table 1 Qualification Criteria, and Requirements</b>			
<input type="checkbox"/> No Litigation History in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), € Euros Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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*[This Proposal Submission Sheet should be on the letterhead of the Consulting firm and should be signed by a person with the proper authority to sign documents that are binding on the Consulting firm. It should be included by the Consulting firm in its financial proposal]*

### 4.2.1 Financial Proposal Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

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

We, the undersigned, declare that:

- (a) The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;
- (b) We are eligible for a Margin of Preference in accordance with ITC Clause 36 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

*[or]*

We are not eligible for a Margin of Preference in accordance with ITC Clause 36;

- (c) Our proposed financial schedule in the Field and Home is as follows;

Home	Field

- (d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: *[insert complete name of each Recipient, its 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 and address of Recipient	Purpose Reason	Currency and Amount

Name: \_\_\_\_\_ *[insert complete name of person signing the proposal]*

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the proposal]*

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

Duly authorised to sign the proposal for and on behalf of: \_\_\_\_\_ *[insert complete name of Consulting firm]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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*[Consulting firms may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. State currency or currencies of proposal. If three currencies are not used state "nil" as appropriate. If the PDS requires the proposal price to be quoted separately for different Activities, complete this form as a "Summary of Proposal Price" for each activity and complete one overall Summary of prices.]*

### 4.2.2 Summary of Proposal Price (Breakdown of Lump Sum)

Cost item	Currency	Amount
Fees	Euros	
Reimbursables	Euros	
Miscellaneous Expenses	Euros	
Local taxes ( <b>Note: WHT is a direct tax on income and should be included in the Fees and not separately here</b> )		
Total Lump Sum/Cost Estimate	Euros	

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**4.2.3 Breakdown of Fees**

*[Consulting firms may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consulting firm should complete a separate form for each currency or add currency columns and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]*

**Activity name:** \_\_\_\_\_

<b>Name</b>	<b>Position</b>	<b>Input Qty</b>	<b>Unit</b> <i>(Days/months etc.)</i>	<b>Rate</b>	<b>Total</b>
<b>Grand Total</b>					

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### 4.2.4 Breakdown of Reimbursables

*[Consulting firms may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as indicated in the ITC]*

Activity name: \_\_\_\_\_

Currency: Euros

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
<b>Grand Total</b>				

Notes: Local transportation costs are not to be included if local transportation is being made available by Kampala Capital City Authority. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by Kampala Capital City Authority.

## Part 1: Section 4 Proposal Forms

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### 4.2.5 Breakdown of Miscellaneous Expenses

*[Consulting firms may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as indicated in the ITC].*

Activity name: \_\_\_\_\_

Currency: Euros

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
<b>Grand Total</b>				



## **Part 1: Section 5 Eligible Countries**

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### **Section 5. Eligible Countries**

**Procurement Reference Number: KCCA-EKUARC/CONS/23-24/00006**

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 Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of 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 the provision of Services from that country or any payments to persons or entities in that country.

## **PART 2 - Statement of Requirements**

### **Section 6. Statement of Requirements**

**Procurement Reference Number: KCCA-EKUARC/CONS/23-24/00006**

#### **BACKGROUND TO THE ASSIGNMENT**

##### **Introduction**

Kampala Capital City Authority (KCCA) wishes to expand the Kyanja Urban Agricultural Resource Center in Kampala to achieve its full potential, and address the food insecurity and nutritional challenges in the City. To this end, it sought the support of Invest International.

Invest International is a financing institution in the Netherlands that supports governments to finance and develop impactful projects that contribute to the achievement of the SDG's. Their objective is to make a difference for a better world by contributing to the United Nations Sustainable Development Goals (SDGs).

##### **Project Context**

###### **General context**

The main objective of this project is to expand the capacity of the *Kyanja Urban Agriculture Resource and Demonstration Center*, which is fully owned and operated by Kampala Capital City Authority (KCCA). The existing centre is located on 31 acres of land in the North of Kampala (see figure 1) in one of the main drainage and wetlands system of Kampala. It is part of the Walufumbe and Mayanja North wetlands located about 10km north and north east of the city centre. These wetlands drain into the Victoria Nile catchment and were considered to be in good condition when surveyed by Nakambo in 1999. However, according to the IBRD/World Bank Study (2015), "this system is located in one of GKMA's fastest growing areas, it is likely to experience a fair threat of encroachment and decline."

The center in Kyanja is specifically targeting urban farmers and provides inputs, training and demonstrations to urban food producers dispersed over Kampala. The center is additional to the market by supplying high-quality inputs such as seedlings, which are given free of charge to a selected group of National Agricultural Advisory Services (NAADS) beneficiaries<sup>1</sup>, whereas non-beneficiaries are able to buy the inputs from the center. Demand for seedlings and other inputs is ever expanding, and the center is no longer able to keep up with increasing demand – it currently operates below its potential at 20%.

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<sup>1</sup> Cost of inputs to selected farmers is met by the NAADS program which is funded by the government of Uganda. Farmers incur no cost for the first round of inputs but pay when restocking or replanting.

## Part 2: Section 6. Statement of Requirements



Figure 1: Location of the Kyanja Agricultural Resource Centre

### Description of project area

Kampala is the capital city of Uganda with a population of 1.5 million inhabitants and 3.5 million in the Metropolitan Area. Being the administrative city and commercial hub, it is the most urbanized center in Uganda and attracts the highest number of rural-urban migrants. Currently Kampala is rapidly urbanizing at a rate of 5.2% per year albeit at very low levels of income. It is projected that Kampala's population will grow to 8-10 million people by 2030. Moreover, it is estimated that 60% of Kampala residents live in slums with averaging incomes of USD 2-5 per day. As the City grows and develops there are both challenges and opportunities for urban food production.

### Problem analysis

The challenge is that population growth will lead to residential expansion and increased density. This will mean less space for growing food in the future. As urban sprawl increases, the peri-urban areas will increasingly be taken up for residential and or commercial development thus reducing the opportunities for food production. Kampala and Uganda in general still experiences **food insecurity** and nutritional challenges. The Food and Agricultural Organisation (FAO) estimates that 35-45% of children are stunted and food purchases form the highest expenditures for most households as 50-80% of households in the country spend more than half of their income on buying food.

Kampala city relies heavily on food production from the country side as well as regional food supply systems. Although Uganda is a net food producer with relatively abundant and good quality food (fresh fruits, vegetables, milk, eggs, etc.), producing enough food is only one aspect of a secure and resilient food supply system. Food production in Uganda is increasingly becoming vulnerable to severe climate conditions as the country is heavily reliant on nature

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based agriculture. Also, food supply to the city is heavily dependent on fossil fuels for transportation over long distances which makes the city particularly vulnerable to peaks in oil prices and supply shocks. Besides, **post-harvest losses** are significant. Therefore, local food production should be integrated into urban planning policies and schemes, i.e. integrating food production and waste management. To this end, Kampala developed an *Urban Food Production Policy* in 2014 as well as *5 Kampala Urban Farming Ordinances* guiding the sector.

More specifically, urban farmers in Kampala are challenged by several constraints, such as **low productivity**, low quality of agro inputs, high costs of climate-smart technologies, poor market prices, and the situation that many youth cannot engage in some of the government programs because they lack basic requirements.

Additional problems related with Kampala's urban food supply and value chain include:

- **Inconsistent supply:** buyers cannot always find the producers as supply tends to be inconsistent. Therefore, certain crops such as mushrooms are imported. Organized production and quarterly planning is needed.
- **Lack of market connections:** most urban farmers produce surpluses, but are not directly linked to wholesale markets nor customers. They currently have no means to sell all their produce at a good price.
- **Lack of information:** both at the supply and demand side on availability, prices and quality of the agricultural produce. Middle men are not always transparent and the lack of understanding on price mechanisms makes producers suspicious about the price they are getting. A transparent marketing platform and open flow of information is needed to tackle the information gap. Farmer cooperations could further strengthen the transparent flow of information and reduce the power of the middle men.
- **Lack of quality standards:** quality standards and certification with respect to agricultural produce and inputs are lacking. There are no means of verification and no independent authority to regulate and measure quality standards. Certification is needed to ensure consistent and high-quality production. KCCA could play a pioneering role in setting and monitoring quality standards in Kampala, in cooperation with the Ministry of Agriculture.

### PROJECT DEFINITION

The project scope is currently defined as the expansion of the current infrastructure and the installation of new infrastructure at the existing Kyanja Urban Agricultural Resource Center in Northern Kampala. This project scope is based on several assumptions, which are explained in paragraph 2.2 below.

During the studies described in these ToRs, the exact project definition will be defined. Currently, the following infrastructural components are expected:

- **Storage facility**, to improve post-harvest handling, add value and link producers to the market. The pre-feasibility study should identify potential storage facilities and the best place to locate them (e.g. small storage at individual farms, collective storage in communities, bulk storage at the Kyanja center, bulk storage at markets, etc.).

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- **Expansion** of existing vegetable **production unit** and the piggery, poultry and fish production buildings, to meet the increasing demand for high quality inputs and training for the urban farmers, demonstrating various technologies including hydroponics, aquaculture, etc.)
- Construction of an aquaculture and mushroom (oyster & button) demonstration units
- Internal paved **access road network** (3 km)
- Construction of a **training hall with offices**

Besides the infrastructural components, some other ‘soft infrastructure’ investments are also needed, such as a marketing platform, an app to improve product traceability and control, and a certification system. The studies should recommend on the required interventions and on the potential functions and options of these soft project elements.

### Project Objectives

The *specific objective* of this project is to expand the (infrastructural) capacity of the Kyanja Urban Agriculture Resource Centre in order to meet the expanding demand for inputs, storage, training and support of urban farmers in Kampala.

The *overall objective* of the project is to contribute to poverty alleviation through increasing and improving food production and supporting urban production units, which are environmentally friendly and cost-effective with regard to labor, time and energy saving in order to ensure self-reliant urban communities.

In order to reach the overall objective, the infrastructural project is expected to achieve the following outcomes displayed in the Theory of Change below. The different project elements are displayed in green, some of which are fixed elements of the project definition (green circles) and some of which are still variable and optional and should be further determined during the studies (such as the app, marketing platform, certification, but also the location of the warehouse).

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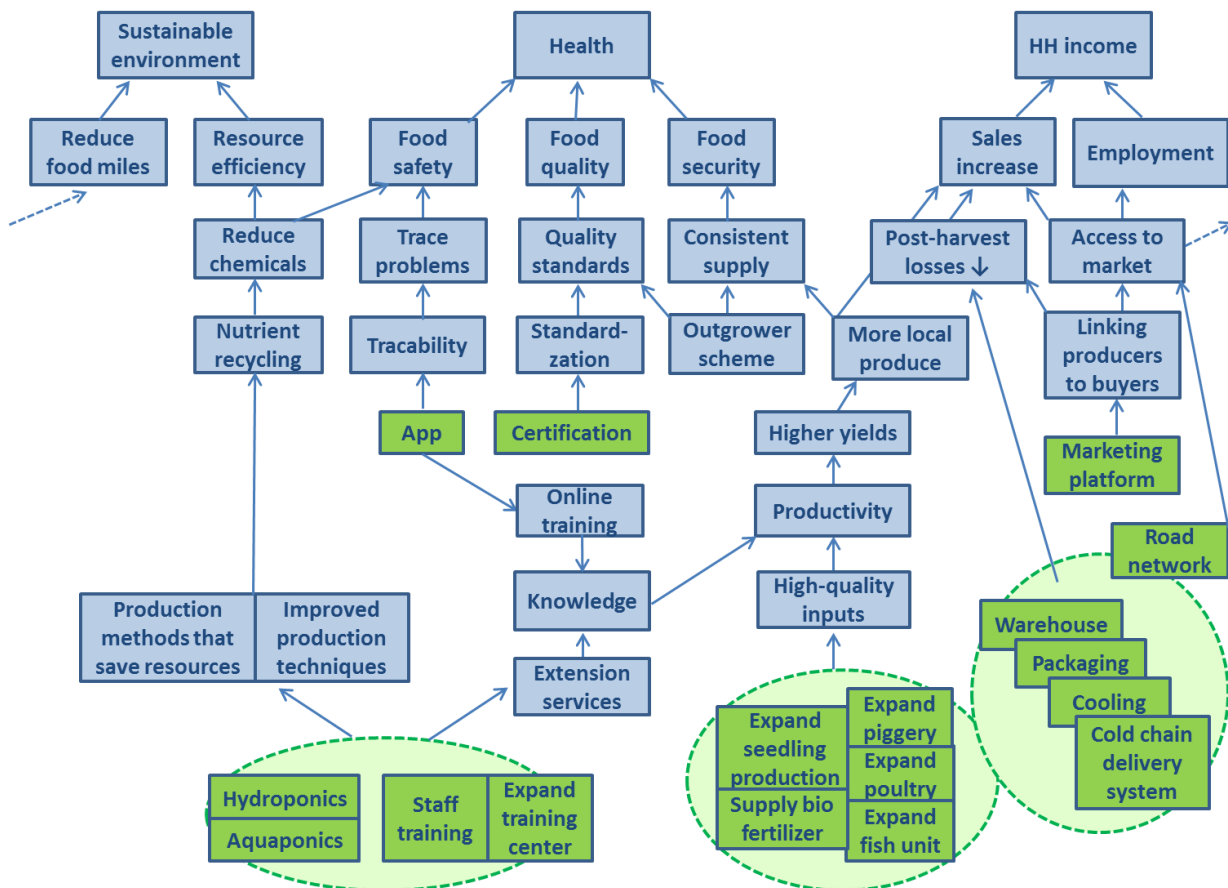


Figure 2: Theory of Change summarizing from top to bottom the impacts, outcomes, and the project elements.

### Assumptions

A key assumption is that Kyanja Centre plays a key role in responding to gaps in the current urban farming value chains and the need/demands of urban farmers. Related to this is the assumption that the Centre is best fit to continue to play such role and even expand its functioning in future. This assumption will be validated by a rapid value chain analysis and recommendations, as well as critical assessment of the current and future role of the Kyanja Centre.

A second assumption is that land for urban food production will remain available in future and that urban food production in Kampala remains feasible. This will require broader interventions in the value chain with regards to land access and security, wider policy and institutional support to urban food production, and continued and increasing consumer demand for urban agriculture products. These elements will be assessed in the studies that form part of this ToR.

A third assumption is that infrastructure expansion of the Kyanja Centre is the most effective way of responding to recommendations for improving urban agriculture value chains within the overall goal of the project (urban poverty alleviation). Again this assumption will be validated by the studies proposed (Task 1-2).

A fourth assumption is that the KCCA will continue to politically support the Kyanja Centre in the coming years and ensure required funding for its expansion.

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A fifth assumption is that the Centre does not compete with other business or private sector/markets (has a clear niche function that justifies public support and investment) or that it will be able to generate coverage of its costs in future as not to (solely) depend on public funding. This should be addressed in the pre-feasibility and feasibility study.

### General Risks

Type of risk	Chance risk	of	Impact	Mitigation
Lack of effectiveness of Kyanja Centre in responding to the urban agriculture sector and urban producers' needs/recommendations	Low to medium	to	High	The studies to be done as part of this project will confirm and validate (or not) the role to be played by Kyanja Centre in responding to value chain recommendations. A go/no go moment is built into the project before actual investments into its expansion are made.
Disruption/change in continued political commitment to sustaining the Centre and funding its expansion	Low to medium	to	High	KCCA has confirmed its commitment by signing the Grant Arrangement. It is recommended to specify financial commitment for the implementation phase in the Financing Plan, which is one of the deliverables of this ToR.
Future city development and expansion limits the possibility for urban farming	Medium to high (if no additional measures are taken)	to	High	It is needed to address land availability, access and security in wider policy interventions. The EU-funded Kampala Climate Change Action Plan <sup>2</sup> will look into the current farming units in the city.
Consumer demand for urban agriculture is not sustained because of food safety aspects or alternative production options	Medium to high (if no additional measures are taken)	to	High	It is needed to address food safety, certification and consumer awareness and willingness to buy

### SERVICES

### OBJECTIVES

The main objective of this project is to expand the capacity of the Kyanja Urban Agriculture Resource Centre to meet the expanding demand for inputs, training and support of urban farmers in Kampala. Analysis is needed to ensure that the actual expansion fits well in the overall framework of Kampala's urban farming and environmental policy framework.

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<sup>2</sup> <https://www.kcca.go.ug/uDocs/Kampala-Climate-Change-Action.pdf>

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The assignment therefore is set-up in two phases. In Phase I, several project options are identified and assessed in a pre-feasibility. This phase is followed by a go/no go decision, in order to reach a common understanding between the stakeholders and decide on the preferred project option. Phase II develops the chosen project option into detail and assesses the feasibility.

To this end the following 7 deliverables need to be prepared:

### **Phase I: Pre-Feasibility**

Deliverable 1: Pre-Feasibility and selection of preferred project option

### **GO/NO GO decision**

### **Phase II: Feasibility**

Deliverable 2: Preliminary Technical Design

Deliverable 3: Economic and Financial Feasibility

Deliverable 4: Environmental and Social Impact Assessment (ESIA)

Deliverable 5: Detailed Project Plan

Deliverable 6: Procurement Plan and tender documents

Deliverable 7: Monitoring and Evaluation plan

### **TASKS**

The Consultant is expected to carry out the following 8 tasks. A short overview of the tasks and deliverables is provided below, followed by a detailed description of each task.

Furthermore, the Consultant is expected to be in continuous consultation with KCCA and advise on any intermediate lessons/recommendations that KCCA can already take towards implementation, for instance on a policy level. The Ministry of Agriculture and the Ministry of Trade are also important stakeholders. This continuous stakeholder consultation is included as task 10 below (operational research), but implementation is explicitly expected to take place during the entire contract.

### **Phase II: Pre-Feasibility**

#### **Deliverable 1: *Pre-Feasibility Study*:**

Task 1.1: Identification of Project Options

Task 1.2: Assessment of Project Options, using an Environmental and Social Impact Assessment Scoping (ESIA scoping) and Cost-Benefit Analysis (CBA), including the presentation of the preferred project option and a description of the proposed expansion of Kyanja Center.

### **GO/NO GO decision**



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In order to further develop the investment intention, the scope, needs and project alternatives need to be assessed. When judged successful, a second phase of feasibility may be commenced. This decision is part of Phase II and is prepared with assistance of the consultant team. A final go/no-go decision will be made by INVEST INTERNATIONAL in consultation with KCCA. If a go decision is taken, this will include a **selection of the preferred option**, based on the work delivered under Phase I and II. If a no-go decision is taken, then the project will not progress in phase II and the contract ends here.

### **Phase II: Feasibility**

#### **Deliverable 2: *Preliminary Technical Design***

Task 2: Preliminary Technical Design, including cost estimates and technical feasibility

#### **Deliverable 3: *Economic and Financial Feasibility***

Task 3: Economic and Financial Feasibility Study, including a Financing Plan

#### **Deliverable 4: *Environmental and Social Impact Assessment (ESIA):***

Task 4: ESIA for the selected alternative

#### **Deliverable 5: *Detailed Project Plan:***

Task 5.1: Implementation Plan, including organizational and management plan

Task 5.2: O&M Plan, including business model and marketing strategy

#### **Deliverable 6: *Procurement Plan:***

Task 6: Procurement Plan, including tender documents

#### **Deliverable 7: *Monitoring and Evaluation plan:***

Task 7: Monitoring and Evaluation Plan, including a baseline study

Task 8: Continuous stakeholder consultations

A detailed description of the required activities is provided in the section below.

### **PHASE I: PRE-FEASIBILITY**

In Phase I, several project options are identified and assessed in a pre-feasibility by the Consultant. This phase is followed by a go/no go decision, in order to reach a common understanding between the stakeholders and decide on the preferred project option.

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### Identification of Project Options for expanding Kyanja Centre (Task 1.1)

This task identifies and describes clear objectives for the project as well as possible options for infrastructure expansions and logistics needs for Kyanja Centre, particularly with regard to the processes of collection, storage, cooling, sales/distribution, marketing and the different stakeholders involved (including their roles and responsibilities).

The main aim of this task is to define the project, e.g. expansion of the facilities taking into account the needs and recommendations of earlier studies. Expansion may take different forms. We refer to the project definition in section 2, in which the expected project elements are described. It is expected that the Centre will be expanded at the current location. However, some functions such as the storage facility might be placed at another location (e.g. small storage at individual farms, collective storage in communities, bulk storage at the Kyanja center, bulk storage at markets, etc.). This could be reflected in the different project options.

Particular activities under this task are to:

1. *Identify possible options for expansion of Kyanja Center:* taking into account the required primary functions of Kyanja center, the needs of the stakeholders and project beneficiaries and broader environmental and policy conditions (e.g. the delineation of the protected wetlands). The alternative options should be described in such a way that equal comparison of alternatives is made possible. If certain alternatives are not considered to be realistic, the consultant team is required to provide a justification of the choices made. This task entails a description of characteristics of each of the options and estimating the costs and benefits of each alternative (which will be assessed in task 1.2).
2. *Differentiate between expansion and complementary activities:* identify activities that need to be included in the expansion of the Centre and complementary activities that need to be implemented to ensure that the expansion of the Centre is supported and sustained by broader interventions in the urban farming value chain (e.g. the mentioned need for certification, improvement of road networks, review of the urban agriculture acts, etc.)
3. *Identify the different potential organizational/management structures and (public and private) actors for the short & long term:* this entails exploring the extent to which the Kyanja center will lead to market displacement and/or whether components are commercially viable (in the long term). The Centre is now operated by KCCA. It is expected that (as part of the project) public intervention is still needed on the short term (e.g. the provision of high quality inputs through the Centre). In the long run, however, the KCCA could have a more regulatory and enforcing role, while management of the Centre and other services and products could be taken up by the market or by producer cooperatives (and controlled by KCCA or the Ministry of Agriculture to ensure quality).
4. *Analyze the readiness and potential for an urban farmer's cooperative:* it should be assessed whether the current urban farming beneficiaries are ready and willing to organize themselves in a farmer's cooperative. The farmers could collectively deliver their produce to Kyanja centre for post-harvest storage and selling the produce to larger off-takers such as supermarkets, hotels, or processing industries. Economies of scales and increased volumes should be taken into account. Analyze how the current beneficiaries could cooperate and be better connected to the market.

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5. *Develop a Project Brief in line with Ugandan EIA regulations<sup>3</sup> and IFC Performance Standards*: describe the nature of the project, the expected project activities, and the project area. Provide an initial overview of possible impacts of the project and identify the environmental and social sensitivity of the surroundings.

Early consultation with stakeholders will clarify whether people are making use of the land, economically (small gardens or other activities) or to live on, for whom provisions will need to be made. Special attention should be given to:

- The environmental characteristics of the area in which the project will be implemented: geography, surface water, flora and fauna, etc. Special focus should be on the wetland aspects and upstream and downstream situations that may be impacted by the project;
- Land governance and land use issues: KCCA owns the land, but others may make use of it, legally or informally. Describe this current use: the project proposes a considerable expansion of activities within the same area that is already in use. In this densely populated area it seems unlikely that large proportions of land remain unused. The new/expanded activities may impact on current use and users that may need to change their activities or move elsewhere. Also informal use such as home gardens and small businesses need to be considered in this respect. Also verify whether people or activities in the direct surroundings of the project area may be impacted (determine the zone of influence);
- Describe ways and quantities of water utilisation, location of project elements that produce waste and waste water vis-à-vis surface water, drainage function of the wetland and potential downstream impacts of contamination of these waters;
- Describe production of waste and smell and propose ways of managing those;
- Impacts of road development (3 km within project area), exact itinerary vis-à-vis current land use, environment and water ways.

The Project Brief should be submitted by KCCA to NEMA (National Environmental Management Authority) in order to decide whether an ESIA is required or not. If the project brief is sufficient, the NEMA can environmentally approve the project and the local ESIA procedure would then end here. Please note that this does not automatically imply that an ESIA is no longer needed, since also the IFC Performance Standards apply. As a next step, the consultant should develop an ESIA scoping (see task 3.2) and an ESIA (see task 6) in phase 2 and 3 of this project respectively.

Moreover, the project should be categorized based on the A/B/C environmental and social categories of the IFC<sup>4</sup> and the consultant should provide clear arguments for this classification.

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- **Category A:** a project is classified as Category A if it has the potential to have significant adverse environmental and/or social impacts, which are diverse, irreversible and/or unprecedented. These impacts may affect an area broader than the sites or facilities subject to physical works. The consequences may be irreversible or unique. For category A projects a full ESIA is mandatory.
- **Category B:** a project is classified as Category B if its potential environmental and/or social impacts are less adverse than those of Category A projects. Typically, these impacts are few in number, are site-specific, few of them (if any) are irreversible, and mitigation measures are more readily available. For Category B projects a full ESIA is often required, but, if well substantiated, less relevant aspects can be covered otherwise or do not need to be covered.
- **Category C:** a project is classified as Category C if it has minimal or no potentially adverse environmental and/or social impact. For Category C projects an ESIA is not required, but the way in which potential adverse impacts are identified, prevented or mitigated should be described in an impact analysis.

### Assessment of Project Options (Task 1.2)

This task further assesses the identified project options of task 1.1 in a Pre-Feasibility Study, using an Environmental and Social Impact Scoping Report (ESIA Scoping) and a Cost-Benefit Analysis (CBA). Also, the additionality of the project options to the market (no market displacement) should be taken into account.

Objectives for inclusive growth and private sector development are vital in the evaluation. The project needs to be developed in such a way that it reaches the whole spectrum of beneficiaries (i.e. urban farmers) in the project area, particularly the vulnerable, low-income groups. The project is a success if the project contributes to poverty alleviation through increasing and improving food production and supporting urban production units, which are environmentally friendly and cost-effective with regard to labor, time and energy saving in order to ensure self-reliant Urban communities.

The current Kyanja Centre is located in one of the main drainage and wetlands system of Kampala. The location in the upstream part of this green infrastructure of the city means a threat and an opportunity at the same time. The threat deals with avoiding any expansion of Kyanja Centre's facilities within the delineation of the protected wetlands and to avoid any other influence of facilities and land use on this area. Preliminary and detailed designs should be based on a proper Environmental and Social Impact Assessment and discussions with the concerned authorities (NEMA). The opportunity is to strengthen Kyanja Centre in such a way that it will be a strong buffer to further encroachment.

The aim of this task is to identify the risks and expected impacts (positive and negative) of each alternative and select the best alternative for the infrastructural investments (buildings, surrounding infrastructure and logistics system by main stakeholders) in a pre-feasibility study.

Particular activities under this task are to:

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1. *Identify and assess the risks and expected impacts (positive and negative) for each project alternative:* for instance, by making use of Multi-Criteria Analysis. Risks include technical risks, but also financial (lack of funding, corruption, funds not used for the destined purpose, sustained future funding, beneficiaries do not have financial means to continue to pay for services/products), institutional (continued policy support, collaboration and links to other stakeholders), environmental (land for food production remains available, wetland is protected) and social risks.
2. *Identify and assess the economic costs and benefits of each project alternative with a Cost-Benefit Analysis:* give an indication of the relevant costs and benefits connected to the various options and assess and compare the costs of the options with market opportunities. This entails a forecast of future use of the Kyanja distribution center and for the local market
3. *Conduct an ESIA scoping according to the Ugandan EIA regulations<sup>5</sup> and the IFC performance standards<sup>6</sup> and assess if there are any fundamental or insuperable environmental or social circumstances:* the underlying considerations of each assessment should be clearly described. An ESIA scoping will be carried out for each project alternative, which requires:
  - An analysis of the environmental conditions of the site and any related risk;
  - An analysis of the potential positive and negative environmental impacts and how to mitigate them, including some preliminary costing of required mitigation measures;
  - An analysis of the natural resource use (water, energy, etc).

The ESIA scoping results in a Terms of Reference (ToR) for the ESIA (task 4). The ESIA ToR must be submitted to NEMA for formal approval (but only if NEMA has decided that an ESIA is needed based on the Project Brief, otherwise this step can be ignored). The requirements for an ESIA are considered and incorporated into the ESIA ToR, which will also form part of the go/no go decision at the end of phase 1. The ESIA scoping can help to select a preferred project option and allows to discuss the implications with the affected stakeholders (and not just the technical experts), enhancing local ownership of choices and support for the project.

4. *Assess the additionality and commercial (un)viability of each option:* the options should be additional to the market, meaning that there is no market displacement. In the long run, commercial viable activities may be taken up by the market to the extent feasible and desirable (see task 3).

Based on the pre-feasibility analysis of the different options, one preferred option will be chosen for review by KCCA and Invest International. Description of the option should include the specification of the project idea and its expected results/impacts.

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<sup>5</sup> [http://nema.go.ug/sites/all/themes/nema/docs/eia\\_regulations.pdf](http://nema.go.ug/sites/all/themes/nema/docs/eia_regulations.pdf)

<sup>6</sup> [http://www.ifc.org/wps/wcm/connect/Topics\\_Ext\\_Content/IFC\\_External\\_Corporate\\_Site/Sustainability-At-IFC/Policies-Standards/Performance-Standards](http://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/Sustainability-At-IFC/Policies-Standards/Performance-Standards)

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### **GO/NO GO decision**

The outcome of the studies of the first phase will be grouped in two categories:

1. Recommendations for actions that are critical to achieve the objective of this project including the physical expansion of the Centre (which will be developed in detail in phase II)
2. Recommendations for other preferred actions and interventions in the system that enhance the impact of and will sustain Kyanja Centre's expansion.

After the submission of the first deliverables and the assessment of project options, the preferred option will be chosen and proposed to KCCA and Invest International. KCCA and Invest International will jointly decide on the best alternative for infrastructural investments (buildings, surrounding infrastructure and logistics system).

Based on the outcome, a GO/NO GO decision for the next phase will be made by Invest International.

### **PHASE II: FEASIBILITY**

After the first phase, focused on assessing opportunities and mapping demands and expectations, this second phase develops the project implementation. Only one option is considered and is developed for the implementation and exploitation.

Feasibility of the selected option entails: technical, financial and economic feasibility and an environmental and social impact assessment (if needed, based on the decision of NEMA after the submission of the Project Brief). The feasibility study will be followed by a detailed project plan, including an implementation plan (organization and management) and an operations & maintenance plan, including a business plan and marketing strategy. Finally, this phase will lead to a preliminary design, a procurement plan, and monitoring and evaluation plan, including a baseline. Some deliverables may be executed in parallel, such as the ESIA (if needed).

The output of phase II will be a complete tender package for a design and build project ready to be put in the market.

The pre-feasibility study has outlined the decision framework applied to come to the proposed option, including cost-benefits analysis, effects on environment, the various risks, etc. of the proposed solution and alternative solutions considered;

The full feasibility study should include / address at least the following subjects:

1. An assessment of technical feasibility
2. Financial and economic feasibility: an assessment of the future financial consequences of the proposed project in terms of operation and maintenance and revenues; and of the cost-effectiveness of the solution.
3. An assessment of the conditions that need to be fulfilled and description of the actions to be taken
4. A business case analysis of the future center

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### Preliminary Technical Design (Task 2)

This task assess the technical feasibility and develops the preliminary technical design and cost estimate for the selected solution. It is expected that this project will be procured as a Design & Build Contract after the development of the studies and the Preliminary Technical Design. The preliminary design should therefore provide for enough technical specifications to prepare the tender documents for a design & build contract. The bidders are requested to state in their bid the level of detail of the cost estimates and level of design completion they will provide.

Particular activities under this task include:

1. *Conduct technical surveys needed for the preliminary design:* perform technical surveys, if relevant (such as a land/water survey). The main aim of this task is to define the expansion of the facilities fully respecting environmental standards and regulations as well as taking into account sustainability principles (minimizing waste, optimal reuse and low carbon print). Any negative impact of the Centre's facilities on the protected wetlands should be avoided. The preliminary design should be written parallel to and based on the Environmental Impact Assessment (if needed, see task 4).
2. *Describe the required equipment and infrastructure, technical details and compliance to standards:*
  - Indicate the nature of the equipment and infrastructural investment. Does it involve expansion, replacement or new construction and installation of equipment? What is the average anticipated economic lifetime of the new equipment and (if applicable) of the existing equipment or structures?
  - Describe the proposed technology in appropriate detail, e.g. provide specific technical details, specifications, dimensioning, volumes, capacity needed and capacity used, input and guarantees.
  - Describe how and why a specific solution was chosen? Assess if the proposed infrastructure and technology (e.g. cooling system) are locally proven technologies and identify the constraints/limitations. Take into account contextual factors that influence the project, such as climate, culture, habits, politics, local economy and organisational factors.
  - Describe the standards of the equipment. Comment on international and local standards regarding safety, environment and health.
  - Describe how the equipment will be installed, commissioned and inspected. When and how will the equipment be tested? Please indicate what contractual and financial incentives will be used when the test results are positive.
  - Indicate how the delivered equipment, necessary training and spare parts can be introduced in a sustainable way regarding the local circumstances in the sector and in the country.
  - Identify the cost and requirements of maintenance and repairs (infrastructure and equipment). Are maintenance/repair services locally available?

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3. *Provide preliminary cost estimates:* identify the preliminary construction material quantities, availability and prices.
  - Describe the type, quantity and quality of materials.
  - Describe the type of providers of materials/equipment/inputs, and the local availability, quality, prices and conditions.
  - Explain the basis of the cost estimates and substantiate with details on the costs of similar projects.
4. *Develop the preliminary design of structures:* this includes a preliminary geometric/architectural site design in accordance with the applicable local and national building/infrastructure standards and norms. Also identify the site conditions:
  - Map the access to transport roads, water and electricity supply, and markets. An extended new internal road system may be needed as part of the Centre's expansion.
  - Assess the reliability of connections to the water network, sanitation network and energy grid.

### Economic and financial study, including the financing plan (Task 3)

The economic and financial study should include / address at least the following subjects:

- A socio-economic feasibility study, analysing the socio-economic benefits and costs and assessment of the economic viability of the project (eIRR).
- An assessment of the financial sustainability incl. financial cash flow analysis (fIRR)
- An assessment of the commercial viability of the project (cIRR)
- Development of the Financing plan

Particular activities under this task are to:

1. *Describe the underlying hypotheses and assumptions* that are used for the financial calculations, including information on the volumes, units, tariffs per unit/user group (if relevant) as well as projections of output and demand. Prepare a demand analysis and market update, including expected future market demand/trends for Kyanja's services/products.
2. *Describe the costs:* this includes the initial investment costs, start-up costs (e.g. registration, authorisations), possible reinvestment costs and operational/management costs during the lifetime of the project, e.g. to acquire land, buildings, equipment, machines. This also includes compensation and mitigation costs, including –but not exclusively- resettlement, grievance, reforestation, etc. These should be a logical consequence of the due diligent stake holder analysis and the ESIA.
3. *Describe the expected revenues:* this includes the financial and economic revenues.
4. *Analyse the financial cash flow and financial sustainability (fIRR):* building a purposes-built financial model (based on FAST Standard or similar spreadsheet standard), the financial viability analysis shall identify the follow key items:



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- Viability of the Project as a stand-alone, on basis of Project’s Free Cash Flow (FCF), being the aggregate of Cash Flow from Operations (after tax) and Cash Flows from Investments used for the computation of the Project IRR: **commercial viability**.
    - As mentioned in the assumptions on the project (paragraph 2.2 of this ToR), the Kyanja Center should not compete with other businesses or private sector/markets, but on the other hand the Center should be able to generate revenues to cover the costs. An analysis of the commercial viability of the project can help to get a clear understanding of the extent to which the Center can be self-sustainable and make positive revenues. This insight can be used to draw conclusions for task 7.2.
  - Whether the Projects present a **viability gap**, and which viability gap funding (VGF) is required;
  - An analysis or overview of possible financing and funding structures, summarized in a **Financing Plan**: this includes an inventory of the available funding sources to cover the required investment costs. For instance, own budget of KCCA/Kyanja, a DRIVE subsidy from Invest International, other donor funding, etc. This should also include:
    - Description of the entities involved in the financing of this project, with a distinction between (at least) the entity that finances the project (e.g. KCCA or Ministry of Finance), the owner of the assets and operator of the assets.
    - An assessment of the financial strength and capacity of these entities, including historical trends based on annual reports and the track record, providing insight into their ability to cover the O&M costs and costs for reinvestments. The arrangements between those entities (e.g. service level agreements, payment of salaries, debt service, maintenance, reinvestments, tax exemptions, subsidy arrangements), including in particular how the operations will be funded. Note that attention should also be paid to the role of the regulator (if applicable), plans for future tariff adjustments and how this may affect the project.
  - **Financial viability**, which is an analysis of the financing sources and mixes, and the ability – or not – of the Project to sustain its (external) financing.
  - **Financial sustainability**: In order for a project to be sustainable it is of crucial importance that the project generates sufficient revenues to, at the very least, cover operational and maintenance costs, and ideally to achieve full cost recovery. This can be demonstrated through a financial cash flow analysis covering the economic lifetime of the project. Note that in case the project is not expected to generate sufficient revenues, it should be explained clearly how financial sustainability will be guaranteed, in addition to providing guarantee letters from funding organisations. Also the arrangements between and the financial strength and capacity of the legal entities involved in the project are important, and the responsibilities and relations between them.
5. *Analyze the economic feasibility (eIRR)*: the consultant should analyze the socio-economic benefits and costs and calculate the economic feasibility of the project using the economic Internal Rate of Return.
- Using a purposes-built CBA model (based on FAST Standard or similar spreadsheet standard), the CBA shall identify the economic costs – costs corrected for shadow pricing - and the direct, indirect and induced (if relevant) incremental economic benefits.
  - The economic viability shall be assessed on the incremental benefits generated by the difference between the Status quo vs. with Project situation and/or the do-minimum vs. Project situation.

## Part 2: Section 6. Statement of Requirements

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- To the extent possible, the externality related to CO<sub>2</sub> emissions – expressed in tCO<sub>2</sub>e – shall be identified on an incremental basis. CO<sub>2</sub> emissions can be either a cost (additional emissions) or a benefit (avoided emissions), to be priced using a given CO<sub>2</sub> shadow pricing. The shadow price of a tCO<sub>2</sub>e shall be based on the Invest International prescribed price assumptions.
6. *Sensitivity analysis*: a sensitivity analysis should be conducted as to assess the robustness in terms of the financial and socio-economic performance, by calculating the different likely scenario's (best and worst case), by varying those factors that are subject to uncertainty.

### Environmental and Social Impact Assessment (Task 4)

Based on the Project Brief and the Terms of Reference for the ESIA, the ESIA will be drafted under this task. The ESIA ToR describes the required activities under this task. The ESIA should be consistent with Ugandan EIA regulations and the IFC Performance Standards.

An ESIA in line with the IFC requires a screening, baseline studies, impact prediction and evaluation, proposals for mitigation, a preliminary social and environmental management plan and an environmental impact statement. The ESIA process also requires stakeholder consultations.

The IFC Performance Standards cover eight areas that should be addressed in the ESIA:

- 1) Assessment and management of environmental and social risks and impacts;
- 2) Labour and social conditions;
- 3) Resource efficiency and pollution prevention;
- 4) Community health, safety and security;
- 5) Biodiversity conservation and sustainable management of living natural resources;
- 6) Land acquisition and involuntary resettlement;
- 7) Indigenous people;
- 8) Cultural heritage.

The Netherlands Commission for Environmental Assessment (NCEA) has screened the project proposal and described which IFC Performance Standards could be triggered by this project:

- **IFC PS1**: this PS applies to all projects. It requires that project proponents identify and assess environmental and social impacts, and then anticipate, avoid, minimize or compensate impacts as needed to improve their social and environmental performance. This is done by adopting more sustainable project alternatives, by integrating necessary measures into the project design, and by developing and implementing appropriate environmental and social action plans. Throughout, the project proponent needs to be engaging stakeholders in an early stage, providing them with relevant information, and access to a suitable grievance mechanism. This is to ensure that relevant social and environmental issues, and stakeholder concerns, are given sufficient consideration in identification and comparison of alternatives.
- **IFC PS2**: triggered, as a workforce will be mobilized during the construction phase afterwards. The ESIA will need to contain an approximation of this workforce, and identification and management of any issues regarding the treatment, health and safety of workers. In the feasibility phase, it is important to flag these issues, and to consider whether

## Part 2: Section 6. Statement of Requirements

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there are any PS2 issues that may occur in relation to the supply of material or management of project waste. If so, these need to be included in the ToR for the ESIA.

- **IFC PS 3:** triggered, as the expansion of facilities may lead to pollution (e.g. air emissions and ambient air quality effects from the chicken and pig breeding units) and (organic) waste from the vegetable unit. Although the project aims at reducing emissions associated with urban food supply chains, still some pollution will take place as a result of transport to and from the demonstration farm. The ESIA should explore in detail how to avoid, minimize, and clean up any pollution potentially caused by the project, and how to improve resource conservation and energy efficiency within the project, looking at both the construction and the operational phases of the project.
- **IFC PS 4:** likely to be triggered, as the project may impact local communities surrounding the project site, as well as people making (informal) use of the land. Community impacts should be considered in the early comparison of alternatives or project options, during phase II (pre-feasibility). Subsequently, in the ESIA key measures can be explored to minimize impacts on the health and safety of the local community.
- **IFC PS5:** possibly triggered, even though the proposed project area is already owned and used by KCCA, currently unused parts of the land that will be developed for this project may be currently in use by other occupants, formally or informally (see also task 3.2). During phase I of the project (rapid assessment) it is important to identify if any economical or physical resettlement might be needed (or desirable from a safety point of view) for the project options considered. If applicable, resettlement can then be further planned in the subsequent ESIA activities (or in parallel) for the preferred project option. Note that this IFC PS is very specific about how involuntary displacement should be dealt with, and that it applies irrespective of the number of people affected. In the scoping stage of ESIA, the implication of this set of requirements, and those in the Ugandan guidance, should be carefully considered, and a suitable approach developed that ensures improvement and restoration of livelihoods and standards of living. This approach should be included in the ToR for the ESIA.
- **IFC PS6:** likely to be triggered, even though the area is already in operation, the project involves the ‘production of living natural resources’, which PS6 requires to be managed sustainably. Also, the location of Kyanja centre in one of the main drainage and wetlands systems of Kampala makes it important to identify possible biodiversity-issues. PS6 states that this includes not only endangered species, but also other (non-protected) sensitive areas and species, and associated ecosystem services, on which people, flora or fauna depend, that may suffer or benefit from the project. This could be started during the project brief and further detailed during the scoping phases of the ESIA. When adverse effects for the selected project option are expected to be significant, it should be included in the ToR for the ESIA that mitigation measures should be developed in the subsequent ESIA.
- **IFC PS7 & 8:** in the project brief, it will be useful to confirm that there are no indigenous peoples and cultural heritage objects within the sphere of influence of the project, that could trigger PS 7 or 8.

A first draft of the ESIA should first be submitted for review to KCCA and INVEST INTERNATIONAL. After that, the final draft of the ESIA will be submitted by KCCA to

## **Part 2: Section 6. Statement of Requirements**

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NEMA for final review and approval (but only if NEMA has decided that an ESIA is needed based on the Project Brief, otherwise this step can be ignored).

### **Implementation Plan (Task 5.1)**

After the feasibility of the selected option, a detailed project plan, including an implementation and operations & maintenance plan will be developed.

The main aim of this task is to describe how the project will be implemented. The consultant team should describe the organisation and management of the project implementation and the planning.

Particular activities under this task include:

1. *Describe the proposed organisational/management structure for the expanded Kyanja Centre*
2. *Describe the arrangements on ownership and operations of the project*
3. *Describe the need for new/additional personnel, availability and costs*
4. *Describe the (new) staff training requirements/needs*
5. *Describe the activities related to environmental and social management: resulting from the ESIA and the ESMP*
6. *Describe the project implementation organization: define which stakeholders will be responsible for the effective implementation of the project, define the Project Steering Committee and Project Implementation Unit.*
7. *Describe the implementation planning, for instance by developing a gannt chart*

### **O&M Plan, including a business model and marketing strategy (Task 5.2)**

The main aim of this task is to review the organizational model and approach of Kyanja Centre in order to come to recommendations for developing a sustainable business model for the Centre.

Supported by KCCA and incidental support and grants, the Centre responds to the needs of a particular target group of small and vulnerable producers which makes it difficult to follow a fully self-sustaining approach. Ideally the Centre should not be depending on external financing but become financially sustainable. Currently, the Center is operated by the public sector. This task could assess whether in the long run the Center could be taken over by the private sector, for instance by urban farmer cooperatives.

The Centre may follow an approach to achieve such set up in a phased way, starting with particular revenue generating components to increase financial sustainability. Meanwhile the Centre should follow a careful approach when supplying inputs like seedlings and others in the context of private companies providing the same products.

## Part 2: Section 6. Statement of Requirements

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Particular activities under this task are to:

1. *Develop an Operations & Maintenance Plan*, including:
  - a. An organizational diagram; how does the organisational and management structure look like?
  - b. Define the tasks, rights and responsibilities of each of the functions /units /committees (including activities related to environmental and social management resulting from the ESIA and the ESMP);
  - c. Define how the main decisions will be made and who will be involved;
  - d. Define how the financial administration will be organize. How is effective control endured?
  - e. Define what production, processing, storage and sales records will need to be maintained and by whom.
2. *Review the Centre's current financial set up*
3. *Propose a new business model and financial set up*: based on the financial feasibility/plan and on a review of the centre's relationship with its client (see point 4 below)
4. *Review the Centre's relationship with its clients*: and provide suggestions to develop this relationship to be mutually supportive (e.g. the Centre supporting a producer group and shared benefits and reinvestment of revenues)
5. *Assess the relationship between the Centre and private companies*: to avoid unfair competition and to come up with concrete suggestions to strengthen cooperation with private companies in the short and the long run (e.g. the Centre promoting and supporting quality of inputs to be used in the long run, while the quality inputs may be distributed by the Centre in the short run)
6. *Design a marketing strategy*: to whom and how to sell products and services
7. *Develop a Partner Strategy*, including:
  - a. Definition of preferred partners in inputs supply: what are their conditions, place of delivery, terms of payment, etc?
  - b. Definition of preferred partners in respectively processing, transport and marketing: what are their conditions?
  - c. Identify funding partners and relations
  - d. Identify relations with governments and regulatory/control agency
  - e. Identify other business partners and relations
  - f. Identify other service suppliers: water; technical advice, organisational advice, market information.

### Procurement plan (Task 6)

On the basis of the above tasks, the project can be tendered. To ensure value for money of the goods, works and services purchased, the procurement of the project must be carried out on a transparent and competitive way, in accordance with the laws of the country. The OESO Good

## **Part 2: Section 6. Statement of Requirements**

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Procurement Practices for Official Development Assistance apply as guidance. The responsibility for the procurement procedure lies with KCCA, the consultant team may advise KCCA

The procurement plan should include / address at least the following subjects:

1. Project information: country, project name, project ID, managing authority.
2. Goods and Works and non-consulting services: Procurement Packages with Methods and Time Schedule
3. Selection of Consultants: Consultancy Assignments with Selection Methods and Time Schedule
4. International publishing of the tender in an appropriate medium;
5. The period of time to bid for the contract is in proportion to the size and complexity of the intended contract;
6. Specifications in the tender documents are not written considering a single supplier;
7. Bids will be opened publicly at a particular time and place as mentioned in the tender documents.
8. The quality regarding procurement of the local authority and/or the procurement expert involved.
9. Identification of the criteria on which the selection of bids will take place, based on Most Economically Advantageous Tender (MEAT or quality-cost based).

It is expected that the project will be tendered as a Design & Build Contract. The following tender documents need to be prepared by the consultant team:

- Internationally recognized standard procurement documentation for the works, operation and maintenance
- All relevant studies/deliverables undertaken as part of this ToR should be included
- The Terms of Reference with the scope of work
- A draft bidding contract
- Employer supervision requirements

### **Monitoring and Evaluation Plan (Task 7)**

A monitoring and evaluation (M&E) plan describes how the M&E system for the project works. The M&E Plan will be based on the defined project objectives and Theory of Change and describes the expected results and impacts of the project. The M&E plan should describe the monitoring indicators, who is responsible for collecting data, what forms and tools will be used, and how the data will flow through the organization. Indicators shall be selected in such way that they can be monitored (baseline, during implementation and post-project) with an acceptable and affordable input. The consultant team is required to set and measure the baseline.

The resulting monitoring and evaluation plan should at least:

- Outline clearly defined key performance indicators (output and outcome indicators, e.g. number of beneficiaries of the project), milestones, data collections strategies, and frequency of collection, as well as baselines and target for each of the indicators.

## **Part 2: Section 6. Statement of Requirements**

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- Take into consideration national M&E systems (if any, e.g. the M&E of the NAADS programme), draw on existing data available and ensure new data collection proposed is complementary to existing systems and data is made available to national stakeholders (if possible). This in order to make as much as possible use of existing data collection systems in order to minimize additional data collection and analysis.
- The M&E plan should also give an overview of the current evidence base for the project (underlying the Theory of Change of the project) and/or any gaps in the existing evidence base for which monitoring data may need to be collected/main evaluation questions.

**It is very important to mention that throughout Phase I and II the consultants will ensure continuous stakeholder consultation with relevant authorities and decision makers.**

### **Continuous Stakeholder Consultation (Task 8)**

The consultants are expected to be in continuous consultation with KCCA and advise on any intermediate lessons/recommendations that KCCA can already take towards implementation, for instance on a policy level. The Ministry of Agriculture Animal Industry and Fisheries and the Ministry of Trade Industry and Cooperatives are also important stakeholders.

Defining of project options (Task 1.1) should also be done in close consultation with relevant stakeholders. The IFC provides guidance on effective stakeholder engagement<sup>7</sup>. During this task, the consultant team should liaise with the team working on the development of the Kajjansi Junction Project (we refer to Annex 2) in order to coordinate the different initiatives to strengthen the agricultural value chains in Kampala. Coordination could take place during a workshop organized the by Kajjansi team in the third quarter of 2018.

Stakeholder consultants are also required during the development of the feasibility study, ESIA and preliminary design.

## **MANAGEMENT AND REPORTING LINES**

### **Management of the Assignment**

The Accounting Officer shall have the overall responsibility for the successful execution of the Assignment. The Directorate of Gender, Community Services & Production will support the Accounting Officer in ensuring this mandate.

As such, this assignment shall fall under the mandate of the Directorate of Gender, Community Services & Production. Further details of the management of the assignment will be communicated at the commencement meeting.

### **Reporting lines**

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[https://www.ifc.org/wps/wcm/connect/938f1a0048855805beacfe6a6515bb18/IFC\\_StakeholderEngagement.pdf?MOD=AJPERES](https://www.ifc.org/wps/wcm/connect/938f1a0048855805beacfe6a6515bb18/IFC_StakeholderEngagement.pdf?MOD=AJPERES)

## **Part 2: Section 6. Statement of Requirements**

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The Client's Contract Manager/Contract Management Team shall represent the Client on all matters relating to the Assignment.

The Consulting firm shall therefore report to the Contract Manager/Contract Management Team in ensuring the smooth running and timely completion of the Assignment. The Contract Manager/Contract Management Team shall be appointed at the time of the contract. Further details of the reporting will be communicated at the commencement meeting.

### **ADMINISTRATIVE ARRANGEMENTS AND REPORTING REQUIREMENTS**

#### **Specific administrative arrangements to apply**

##### **Facilities, services and resources to be provided by the Client**

KCCA shall provide the Consulting firm with any available information or data for the Assignment and that the Consulting firm shall request for, to supplement their database. However, it shall be the Consulting firm's responsibility to undertake all necessary surveys, research, and observations to obtain all data necessary for satisfactory execution of the assignment.

KCCA will facilitate the liaison with, and the cooperation of, government ministries and other organizations as necessary for the Consulting firm to perform the services and to follow protocols to ensure effective and efficient implementation of the services.

##### **Facilities, services and resources to be provided by the Consulting firm**

The Consulting firm shall be responsible for all logistical facilities, including but not limited to office space and furnishings, accommodation, consumables, utilities, vehicles, transportation costs, and costs of duplication or acquisition of all reports, maps and other data.

#### **Reporting requirements to apply**

The Consulting firm shall submit three (3) hard copies of each of the listed deliverables and one (1) soft copy (CD) to the Client addressed as follows;

The Executive Director  
Kampala Capital City Authority,  
Plot 1-3 Sir Apollo Kagawa Road,  
P.O Box 7010, Kampala.

**Attn: The Director, Gender, Community Services & Production**

### **DURATION OF THE ASSIGNMENT AND THE TIMETABLE FOR IMPLEMENTING THE ASSIGNMENT**

#### **Duration of the Assignment**



## **Part 2: Section 6. Statement of Requirements**

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The duration of the assignment shall be is **twelve (12) months**.

**The timetable for implementing the assignment shall be as follows;**

- Phase I: 3 months
- Go / No Go Decision: 1 month
- Phase II: 8 months

The Consulting firm is expected to submit a detailed work plan in their proposal.

### **INDUSTRY STANDARDS APPLICABLE TO THE ASSIGNMENT**

### **QUALIFICATION OF THE CONSULTANCY FIRM**

Firms will be qualified based on the following criteria:

- Demonstrable and extensive experience in developing feasibility studies (technical, economic and financial) and business modelling
- Demonstrable and extensive experience in exploring environmental and social challenges and formulating technical, institutional, regulatory, and legislative and policy recommendations to address those issues. Such experience in Africa is an asset.
- At least 10 years of experience on similar assignments in the agricultural sector and related policy and institutional analysis, value chains analysis, and logistics.
- Proven experience and records of successful completion of at least 2 projects similar by nature and complexity, during the past 5 years. Similar experience in Uganda is an advantage.
- Availability of experienced and qualified personnel to undertake the assignment as per the requirements of the TOR, including experts in urban agricultural value chains, financial and economic experts, procurement experts, engineering, environmental and social studies, and public consultation.

### **REQUIRED KEY PERSONNEL AND THEIR MINIMUM QUALIFICATIONS**

The Consulting firm should come up with a team, consisting of a minimum of the roles below:

All CVs must meet the minimum requirements set forth. Non-compliant CVs will be rejected.

**Evidence of qualification, experience shall be attached or else the CV shall be rejected.**

The **Team Leader** is the key senior expert, predominantly responsible for the smooth implementation and effective performance of the overall services, for the coordination and

## Part 2: Section 6. Statement of Requirements

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timely performance of all activities and missions by the associated partners of the Consulting firm (management of interfaces). Moreover, he/she is responsible for communication on site with the local counterparts for the organisation of the workshops, for the elaboration and timely submission of deliverables and for quality control of the services and the reports. Hence the Team Leader shall dispose of corresponding project management experience and of respective credentials. Next to project management the team leader will be involved as key expert in a number of the tasks requested.

Qualification requirements for the team leader:

- Postgraduate degree in Agriculture, Business Administration, Economics, Finance, Project Management or a related field;
- At least 10 years professional experience developing feasibility studies (technical, economic and financial) and business modelling for developing countries, as well as in exploring the related environmental and social challenges;
- Demonstrable experience on similar assignments in the agricultural sector and related policy and institutional analysis, value chains analysis, logistics (at least 3 projects);

The **Senior Experts** are assumed to closely work together with the team leader in a core team. The core team should at least consist of:

1. Economic and financial expert

- Qualification requirements:
  - Master's degree in Economics, Finance, Business Administration or a related field;
  - Demonstrable project experience in developing feasibility studies (technical, economic and financial) and business modelling (at least 2 projects)

2. International (urban) agricultural supply chain and/or (agri)logistics expert

- Qualification requirements:
  - Master's degree in Economics, Agriculture, Logistics or related disciplines.
  - Demonstrable expertise and knowledge of agricultural supply chain and/or (agri) logistics (at least 2 projects)

3. Environmental and Social Impact Assessment Expert

- Qualification requirements:
  - Master's degree in environmental studies or related field;
  - Demonstrable expertise and project experience with developing ESIA's in similar assignments and contexts (at least 2 projects)

The mix of international and national experts is up to the Consulting firm. At least one of the key senior experts should be an international urban agricultural value chain specialist. The bidders are free to propose additional expertise fields, local experts and other supporting experts (in a **pool of supporting experts**).

The following expertise areas should be covered in the overall team and presented with short expert profiles in the proposal (in bold the expertise minimally covered by the core team):

- Demonstrable project experience in value chain analysis (at least 2 projects)

## **Part 2: Section 6. Statement of Requirements**

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- Economic and financial expertise and demonstrable project experience in developing feasibility studies (technical, economic and financial) and business modelling (at least 2 projects)
- Engineering expertise and demonstrable experience in developing preliminary technical designs (at least 2 projects)
- Environmental expertise and demonstrable experience in developing Environmental and Social Impact Assessments (ESIAs) in line with the IFC Performance Standards (or similar standards) (at least 2 projects)
- Demonstrable expertise and knowledge of agricultural supply chain and/or (agri)logistics (at least 2 projects)
- Demonstrable procurement expertise (at least 2 projects)
- Experience with similar projects in Africa (at least 2 projects)
- Fluency in English (the entire team)
- Experience with multi-stakeholder management (at least 2 projects)
- Ability to manage local languages where needed for interaction with value chain stakeholders

**PART 3 - Contract**

**Section 7: General Conditions of Contract  
for the Procurement of Consultancy Services**

**Table of Clauses**

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18	Completion Period of the Services	<b>Error! Bookmark not defined.</b>
<b>C</b>	<b>Obligations of Kampala Capital City Authority</b>	<b>Error! Bookmark not defined.</b>
19	Provision of Information and Assistance	<b>Error! Bookmark not defined.</b>
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<b>D</b>	<b>Payment</b>	<b>Error! Bookmark not defined.</b>
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## Part 3: Section 7

### General Conditions of Contract for the Procurement of Consultancy Services

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<b>E</b>	<b>Obligations of the Consulting firm</b>	<b>Error! Bookmark not defined.</b>
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35	Eligibility	<b>Error! Bookmark not defined.</b>
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## **Section 7: General Conditions of Contract for the Procurement of Consultancy Services**

### **A. General provisions**

#### **1. Definitions**

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- (a) “Consulting firm” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by Kampala Capital City Authority and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Consulting firm.
  - (b) “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
  - (c) “Contract Documents” means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
  - (d) “Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.
  - (e) “Day” means working day. “Month” means calendar month.
  - (f) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
  - (g) “Foreign Currency” means any currency other than Uganda Shillings.
  - (h) “GCC” means the General Conditions of Contract.
  - (i) “Local Currency” means Uganda Shillings.
  - (j) “Lump sum contract” means a contract under which the Services are performed for an all-inclusive fixed total amount.
  - (k) “Member,” where the Consulting firm consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities; and “Member in Charge” means the entity authorised to act on all the Members behalf in exercising all the Consulting firms’ rights and obligations towards Kampala Capital City Authority under the Contract and named in the SCC.
  - (l) “Party” means Kampala Capital City Authority or the Consulting firm, as the case may be, and “Parties” means both of them.
  - (m) “Personnel” means persons engaged by the Consulting firm or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside Uganda; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside Uganda; and “Key Personnel” means those Personnel that are regarded by the Consulting firm as essential to the successful completion of the Services and related tasks.
  - (n) “Procuring and Disposing Entity” means the entity purchasing the Services, as

## **Part 3: Section 7**

### **General Conditions of Contract for the Procurement of Consultancy Services**

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specified in the Agreement.

- (o) “SCC” means the Special Conditions of Contract.
- (p) “Services” means the professional or specialised Services to be performed by the Consulting firm as described in the contract and shall include consultancy Services.
- (q) “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 Services to be provided is subcontracted by the Consulting firm.
- (r) “Time based contract” means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.
- (s) “Tribunal” means a Tribunal established under the PPDA Act, 2003

1.3 The word “Government” shall mean the Government of the Republic of Uganda.

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

1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between Kampala Capital City Authority and the Consulting firm.

## **2. Corrupt Practices**

2.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Consulting firms under Government financed contracts, observe the highest standards 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.

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

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- 2.3 In pursuit of the policy defined in GCC Clause 2.1, Kampala Capital City Authority may terminate a Contract in accordance with GCC Clause 15 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of Kampala Capital City Authority or of a Consulting firm, during the procurement or the execution of that contract.

#### **3. Confidential Information**

- 3.1 Kampala Capital City Authority and the Consulting firm shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or 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 Consulting firm may furnish to its Subcontractor such documents, data, and other information it receives from Kampala Capital City Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Consulting firm shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Consulting firm under the Contract.
- 3.2 Kampala Capital City Authority shall not use such documents, data, and other information received from the Consulting firm for any purposes unrelated to the contract. Similarly, the Consulting firm shall not use such documents, data, and other information received from Kampala Capital City Authority for any purpose other than the design, procurement, or other work and Services required for the performance of the Contract.
- 3.3 The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:
- (a) Kampala Capital City Authority or Consulting firm 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.
- 3.4 The provisions of GCC Clauses 3.1 and 3.2 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 Services or any part thereof.
- 3.5 The provisions of GCC Clauses 3.1 and 3.2 shall survive for a period of two years from completion or termination, for whatever reason, of the Contract.



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## **B. The Contract**

### **4. Contract documents**

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

- (a) Agreement,
- (b) Consulting firm's Proposal as amended by clarifications,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Statement of Requirements,
- (f) Minutes of negotiations if any,
- (f) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

4.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

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

4.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by Kampala Capital City Authority or the Consulting firm may be taken or executed by the authorised representatives specified in the SCC.

4.5 The Contract constitutes the entire agreement between Kampala Capital City Authority and the Consulting firm and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **5. Governing Law**

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

### **6. Language**

6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consulting firm and Kampala Capital City Authority, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate

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translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 6.2 The Consulting firm shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### **7. Notices**

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

- 7.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

#### **8. Commencement of Services**

- 8.1 The Consulting firm shall commence the Services within the time period specified in the SCC after the date of signature of the Agreement.

#### **9. Assignment**

- 9.1 Kampala Capital City Authority or the Consulting firm shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

#### **10. Subcontracting**

- 10.1 The Consulting firm shall request approval in writing from Kampala Capital City Authority for all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Consulting firm of any of its obligations, duties, responsibilities or liability under the Contract.

- 10.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 35.

#### **11. Contract Amendments**

- 11.1 Kampala Capital City Authority may at any time request the Consulting firm through notice in accordance with GCC Clause 7, to make changes to the Contract by agreement to an Amendment of Contract.

- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Consulting firm's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Date, or both, and the Contract shall accordingly be amended. Any claims by the Consulting firm for adjustment must be asserted within twenty-eight days from the date of the Consulting firm's receipt of Kampala Capital City Authority's notice.

- 11.3 Prices to be charged by the Consulting firm for any related or additional Services that might be needed but which were not included in the Contract shall be agreed upon in

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advance by the parties.

- 11.4 An Amendment to Contract shall be signed by both Parties following agreement to the proposed changes required and shall make adjustments for the impact on the Contract Price, completion period or any other condition.

#### **12. Change in Laws**

- 12.1 Unless otherwise specified in the Contract, if after the date of the Request for Proposals 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 Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Consulting firm 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 by a contracts amendment or a price adjustment in accordance with GCC Clause 32.

#### **13. Force Majeure**

- 13.1 For the purposes of the Contract, “Force Majeure” shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- 13.2 Force Majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-contractors or agents or employees; nor
- (b) any event which a diligent Party could reasonably have been expected to both:
  - (i) take into account from the effective date of the Contract; and
  - (ii) avoid or overcome in the carrying out of its obligations.
- (c) insufficiency of funds or failure to make any payment required hereunder.

- 13.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

- 13.4 A Party affected by an event of Force Majeure shall take all reasonable measures to:

- (a) remove such Party’s inability to fulfil its obligations hereunder with a minimum

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of delay; and

(b) minimise the consequences of any event of Force Majeure.

13.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

13.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consulting firm shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

13.7 Not later than thirty (30) days after the Consulting firm, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

#### **14. Suspension of Assignment**

14.1 Kampala Capital City Authority may, by written notice of suspension of the assignment to the Consulting firm, suspend all payments to the Consulting firm hereunder if the Consulting firm fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

(a) specify the nature of the failure; and

(b) request the Consulting firm to remedy such failure within a period not exceeding thirty days

after receipt by the Consulting firm of such notice of suspension.

#### **15. Termination**

15.1 Kampala Capital City Authority may, by not less than thirty days' written notice of termination to the Consulting firm (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 15.1 (a) to (h), terminate the Contract if:

(a) the Consulting firm fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 14 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;

(b) the Consulting firm becomes, or if any of the Consulting firm'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;

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- (c) the Consulting firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
  - (d) the Consulting firm submits to Kampala Capital City Authority a statement which has a material effect on the rights, obligations or interests of Kampala Capital City Authority and which Kampala Capital City Authority knows to be false;
  - (e) the Consulting firm 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) Kampala Capital City Authority, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
  - (g) the Consulting firm, in the judgment of Kampala Capital City Authority, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or
  - (h) the Tribunal directs that a contract should be terminated.
- 15.2 The Consulting firm may, by not less than thirty days' written notice to Kampala Capital City Authority, such notice to be given after the occurrence of any of the events specified in GCC Clause 15.2 (a) to (d) terminate the Contract if:
- (a) Kampala Capital City Authority fails to pay any money due to the Consulting firm pursuant to the Contract and not subject to dispute pursuant to GCC Sub-Clause 23.2 within forty-five days after receiving written notice from the Consulting firm that such payment is overdue;
  - (b) Kampala Capital City Authority is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Consulting firm may have subsequently approved in writing) following the receipt by Kampala Capital City Authority of the Consulting firm's notice specifying such breach;
  - (c) the Consulting firm 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
  - (d) Kampala Capital City Authority fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 15.3 If either Party disputes whether an event specified GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **16. Cessation of Rights and Obligations or Services**

- 16.1 Upon termination of the Contract pursuant to GCC Clause 15, or upon completion of the Services pursuant to GCC Clause 18 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
  - (b) the obligation of confidentiality set forth in GCC Clause 3;
  - (c) the Consulting firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and

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(d) any right which a Party may have under the Governing Laws.

- 16.2 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 7, the Consulting firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consulting firm and equipment and materials furnished by Kampala Capital City Authority, the Consulting firm shall proceed as provided, by GCC Clause 44.

#### **17. Settlement of Disputes**

- 17.1 Kampala Capital City Authority and the Consulting firm 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 or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act Cap 4 laws of Uganda or such other formal mechanism specified in the SCC.

#### **18. Completion Period of the Services**

- 18.1 The period for the completion of the Services shall be specified in the SCC. The completion period shall be counted from the date of the commencement of the Services.

### **C. Obligations of Kampala Capital City Authority**

#### **19. Provision of Information and Assistance**

- 19.1 Kampala Capital City Authority shall supply the Consulting firm with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to Kampala Capital City Authority at the end of the period of the Contract.
- 19.2 The Consulting firm may request the assistance of Kampala Capital City Authority to obtain copies of laws, regulations, and information on local customs, orders or bylaws of Uganda, which may affect the Consulting firm in the performance of its obligations under the contract. Kampala Capital City Authority may charge the Consulting firm for such assistance.
- 19.3 Subject to the provisions of the laws and regulations on foreign labour in Uganda, Kampala Capital City Authority shall make every effort to facilitate the Consulting firm in obtaining all required visas and permits, including work and residence permits, for the personnel whose services the Consulting firm and Kampala Capital City Authority consider necessary as well as residence permits for their families.

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- 19.4 Kampala Capital City Authority shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 19.5 Kampala Capital City Authority shall use its best efforts to ensure that the Government shall:
- (a) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
  - (b) exempt the Consulting firm and the Personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of Uganda;
  - (c) provide to the Consulting firm, Sub-contractors and Personnel any such other assistance as may be specified in the SCC.
- 19.6 Kampala Capital City Authority shall make available to the Consulting firm and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Statement of Requirements at the times and in the manner specified in the Statement of Requirement.

### **20. Provision of Counterpart Staff**

- 20.1 If so provided in the SCC, Kampala Capital City Authority shall make available to the Consulting firm, as and when provided in the Contract, and free of charge, such counterpart Personnel to be selected by Kampala Capital City Authority, with the Consulting firm's advice, as shall be specified in the Contract. Counterpart Personnel shall work under the exclusive direction of the Consulting firm. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consulting firm which is consistent with the position occupied by such member, the Consulting firm may request the replacement of such member, and Kampala Capital City Authority shall not unreasonably refuse to act upon such request.
- 20.2 If counterpart Personnel are not provided by Kampala Capital City Authority to the Consulting firm where specified in the Contract, Kampala Capital City Authority and the Consulting firm shall agree:
- (a) how the affected part of the Services shall be carried out; and
  - (b) the additional payments or time, if any, to be granted by Kampala Capital City Authority to the Consulting firm as a result thereof.
- 20.3 Counterpart personnel are not liable for the poor performance of the Consulting firm.

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#### **D. Payment**

##### **21. Contract Price and Currency**

21.1 The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing:

- (a) the total amount payable for a Lump Sum contract; or
- (b) the maximum amount for a Time Based contract.

21.2 Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.

21.3 The Contract Price may only be changed as provided for in GCC Clause 11.

##### **22. General Payment Procedure**

22.1 The provisions of this Clause apply to all contracts subject to these GCC. Additional provisions at GCC Clause 30 or 31 shall apply as follows:

- (a) the provisions of GCC Clause 30, Option 1 shall apply to Lump Sum contracts;
- (b) the provisions of GCC Clause 31, Option 2 shall apply to Time Based contracts.

The type of contract applicable is stated in the SCC.

22.2 In consideration of the Services performed by the Consulting firm under the Contract, Kampala Capital City Authority shall make to the Consulting firm such payments in such manner as is provided by the Contract.

##### **23. Invoice Procedure**

23.1 Kampala Capital City Authority shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. Kampala Capital City Authority shall certify or reject such requests for payment within five days from receipt.

23.2 Where such payment requests are rejected, Kampala Capital City Authority shall promptly advise the Consulting firm of the reasons for rejection.

23.2 Kampala Capital City Authority shall not unreasonably withhold any undisputed portion of a request for payment. Kampala Capital City Authority shall notify the Consulting firm of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consulting firm, Kampala Capital City Authority may add or subtract the difference from any subsequent payments.



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#### **24. Documentation to Support Invoices**

24.1 Invoices shall be accompanied by the documentary requirements specified in the SCC.

#### **25. Payment Schedule**

25.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.

#### **26. Advance Payment Guarantee**

26.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Consulting firm of a bank guarantee for the same amount and shall be valid for the period stated in the SCC.

26.2 Should the advance payment guarantee cease to be valid and the Consulting firm fails to re-validate it, a deduction equal to the amount of the advance payment may be made by Kampala Capital City Authority from future payments due to the Consulting firm under the contract.

26.3 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 Consulting firm.

#### **27. Payment Terms**

27.1 Unless otherwise specified in the SCC, payments shall be made by Kampala Capital City Authority, no later than thirty days after submission and certification of a request for payment by the Consulting firm.

#### **28. Final Statement and Payment**

28.1 A final payment shall be made against submission by the Consulting firm of a final statement, identified as such and approved by Kampala Capital City Authority. The final statement shall be deemed approved by Kampala Capital City Authority ninety working days after receipt by Kampala Capital City Authority unless Kampala Capital City Authority, within this period, gives written notice to the Consulting firm specifying in detail deficiencies in the Services, the deliverables or the final statement.

28.2 Any amount which Kampala Capital City Authority has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Consulting firm to Kampala Capital City Authority within thirty days after receipt by the Consulting firm of a notice thereof. Any such claim by Kampala Capital City Authority for reimbursement must be made within twelve months after receipt by Kampala Capital City Authority of a final statement approved by Kampala Capital City Authority.

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- 28.3 Upon termination of the Contract pursuant to GCC Clauses 15, Kampala Capital City Authority shall make the following payments to the Consulting firm:
- (a) fees for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to GCC Clauses 15.1(a) to (d) and 15.1(g) to (h) reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

#### **29. Accounts**

- 29.1 All payments under the Contract shall be made to the accounts of the Consulting firm specified in the Invoice.

#### **30. Option 1 - Payments in respect of Lump Sum Remunerated Contracts**

- 30.1 The Contract Price shall be a fixed total lump-sum including all Personnel costs, Sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the Consulting firm in carrying out the Services described in the Contract.
- 30.2 Total payments under this Contract shall not exceed the Contract Price.
- 30.3 The Contract Price shall be claimed in lump-sum instalments against deliverables specified in GC Clause 25 and in accordance with the documentary requirement stated in GC Clause 24.

#### **31. Option 2 - Payments in respect of Time Based Remunerated Contracts**

- 31.1 The Consulting firm's total remuneration shall not exceed the Contract Price stated in the Agreement.
- 31.2 The Consulting firm shall notify Kampala Capital City Authority as soon as cumulative charges incurred for the Services have reached 80% of the Contract Price.
- 31.3 Separate invoices shall be submitted for fees and for reimbursable expenditure.
- 31.4 Fees for the Personnel shall be claimed in accordance with the documentary requirement stated in GC Clause 24.
- 31.5 Fees for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services or such other date as the Parties may agree in writing. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract and subject to such additional provisions as are set forth, in the SCC.
- 31.6 Reimbursable expenditures shall include costs actually and reasonably incurred by the Consulting firm in the performance of the Services and are specified in the Contract.

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#### **32. Price Adjustments**

32.1 Prices charged by the Consulting firm for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

#### **33. Taxes and Duties**

33.1 Except as otherwise specifically provided in the SCC, the Consulting firm shall bear and pay all taxes, duties, and levies imposed on the Consulting firm, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the Services to be supplied under the Contract.

33.2 If any tax exemptions, reductions, allowances or privileges may be available to the Consulting firm in Uganda, Kampala Capital City Authority shall use its best efforts to enable the Consulting firm to benefit from any such tax savings to the maximum allowable extent.

33.3 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 proposal submission in Uganda (called “tax” in this 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 Consulting firm, 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.

### **E. Obligations of the Consulting firm**

#### **34. Obligations of the Consulting firm**

34.1 The Consulting firm shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

34.2 The Consulting firm shall submit to Kampala Capital City Authority the reports and other deliverables, specified in the Contract.

34.3 The Consulting firm shall respect and abide by all laws and regulations in force and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Consulting firm shall indemnify Kampala Capital City Authority against any claims and proceedings arising from any infringement by the Consulting firm, its employees and their dependants of such laws and regulations.

34.4 The Consulting firm shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.

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- 34.5 The Consulting firm shall obtain Kampala Capital City Authority's prior approval in writing before taking any of the following actions:
- a) appointing any member of the Personnel that are not named in the Contract;
  - b) entering into a subcontract that is not specified in the Contract, for the performance of any part of the Services, it being understood that the Consulting firm shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
  - (c) any other action that may be specified in the SCC.

#### **35. Eligibility**

- 35.1 The Consulting firm and its Subcontractors shall have the nationality of an eligible country. A Consulting firm 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.
- 35.2 The Consulting firm and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries.

#### **36. Joint Venture, Consortium or Association**

- 36.1 Unless otherwise specified in the SCC, if the Consulting firm is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to Kampala Capital City Authority for the fulfilment of the provisions of the Contract. The joint venture, consortium, or association shall designate one party to act as the Member in Charge with authority to bind the joint venture, consortium, or association and to act on their behalf in exercising all the Consulting firm's rights and obligations towards Kampala Capital City Authority under the Contract, including without limitation the receiving of instructions and payments from Kampala Capital City Authority.
- 36.2 The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of Kampala Capital City Authority. Any alteration of the composition of the joint venture, consortium or association without the prior written consent of Kampala Capital City Authority shall be considered to be a breach of contract.

#### **37. Code of Conduct**

- 37.1 The Consulting firm shall at all times act loyally and impartially and as a faithful adviser to Kampala Capital City Authority in accordance with the rules and/or codes of conduct of its profession. It shall, in particular, refrain from making any public statements concerning the Services without the prior approval of Kampala Capital City Authority, and from engaging in any activity which conflicts with its obligations towards Kampala Capital City Authority under the contract. It shall not commit Kampala Capital City Authority in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 37.2 For the period of execution of the contract, the Consulting firm and its personnel shall

## **Part 3: Section 7**

### **General Conditions of Contract for the Procurement of Consultancy Services**

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respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Uganda.

#### **38. Conflict of Interests**

38.1 The Consulting firm shall refrain from any relationship which would compromise its independence or that of its Personnel. If the Consulting firm fails to maintain such independence Kampala Capital City Authority may terminate the contract in accordance with the provision contained in the GCC Clause 15.

38.2 The Consulting firm shall after the conclusion or termination of the Contract, be limited in its role in connection with the project and shall not be permitted any further involvement in the provision or procurement of works, supplies or further Services other than a continuation of the Services, for any project resulting from or closely related to the Services.

38.3 The Consulting firm shall not engage, and shall cause their Personnel and Subcontractors not to engage, either directly or indirectly, in any of the following activities:

- a) during the term of the Contract, any business or professional activities in Uganda which would conflict with the activities assigned to them under the Contract; and
- b) after the termination of the Contract, such other activities as may be specified in the SCC.

38.4 The payments to the Consulting firm under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

38.5 The Consulting firm shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of Kampala Capital City Authority.

#### **39. Indemnification**

39.1 At its own expense, the Consulting firm shall indemnify, protect and defend, Kampala Capital City Authority, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consulting firm in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

39.2 At its own expense, the Consulting firm shall indemnify, protect and defend Kampala Capital City Authority, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consulting firm's failure to perform its obligations provided that:

## **Part 3: Section 7**

### **General Conditions of Contract for the Procurement of Consultancy Services**

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- (a) the Consulting firm is notified of such actions, claims, losses or damages not later than 30 days after Kampala Capital City Authority becomes aware of them;
  - (b) the ceiling on the Consulting firm's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Consulting firm's wilful misconduct;
  - (c) the Consulting firm's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 39.3 The aggregate liability of the Consulting firm to Kampala Capital City Authority shall not exceed the total contract value or such other amount specified in the SCC.
- 39.4 The Consulting firm shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) Kampala Capital City Authority omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consulting firm, or requiring the Consulting firm to implement a decision or recommendation with which the Consulting firm disagrees or on which it expresses a serious reservation; or
  - b) the improper execution of the Consulting firm's instructions by agents, employees or independent contractors of Kampala Capital City Authority.
- 39.5 The Consulting firm shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

#### **40. Insurance to be taken out by the Consulting firm**

- 40.1 The Consulting firm shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by Kampala Capital City Authority as shall be specified in the SCC.
- 40.2 The Consulting firm shall at Kampala Capital City Authority's request, provide evidence to Kampala Capital City Authority showing that such insurance has been taken out and maintained.

#### **41. Accounting, Inspection and Auditing**

The Consulting firm shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

## **Part 3: Section 7**

### **General Conditions of Contract for the Procurement of Consultancy Services**

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#### **F. Performance of the Services**

##### **42. Scope of Services**

- 42.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 42.2 The Services shall be performed at such locations as are specified in the Contract and, where the location of a particular task is not so specified, at such locations, whether in Uganda or elsewhere, as Kampala Capital City Authority may approve.

##### **43. Specifications and Designs**

- 43.1 The Consulting firm shall prepare all specifications and designs using accepted and generally recognised systems acceptable to Kampala Capital City Authority and taking into account the latest design criteria.
- 43.2 The Consulting firm shall ensure that any specifications and designs and all documentation relating to procurement of Works, Supplies and Services are prepared on an impartial basis so as to promote competitive tendering.

##### **44. Property of Deliverables**

- 44.1 All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and software containing data and information compiled, prepared and furnished by the Consulting firm for Kampala Capital City Authority under the Contract shall become and remain the absolute property of Kampala Capital City Authority. The Consulting firm shall deliver all such documents to Kampala Capital City Authority on completion or termination of the Contract. The Consulting firm may retain a copy of such reports, data and software and any restrictions about the future use of such reports, data or software shall be specified in the SCC.
- 44.2 Equipment and materials made available to the Consulting firm, or purchased by the Consulting firm with funds provided by Kampala Capital City Authority, shall be the property of Kampala Capital City Authority. Upon completion of the Contract, the Consulting firm shall make available an inventory of such items and shall dispose of such equipment and materials in accordance with Kampala Capital City Authority's instructions. While in possession of such equipment and materials, the Consulting firm shall ensure the items are insured at the expense of Kampala Capital City Authority in an amount equal to their full replacement value.

##### **45. Extensions of Time**

- 45.1 If at any time during performance of the Contract, the Consulting firm or its subcontractors should encounter conditions impeding timely completion of Services pursuant to GCC Clause 13, the Consulting firm shall promptly notify Kampala Capital City Authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consulting firm's notice, Kampala Capital City Authority may at its discretion extend the Consulting firm's time for performance, in

### **Part 3: Section 7**

## **General Conditions of Contract for the Procurement of Consultancy Services**

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which case the extension shall be ratified by the parties by amendment of the Contract.

#### **46. Consulting firm's Personnel**

46.1 The Consulting firm shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Consulting firm shall be responsible for the quality of the Personnel.

46.2 If required by the Contract, the Consulting firm shall ensure that a resident project manager, acceptable to Kampala Capital City Authority, takes charge of the performance of the Services.

46.3 The Services shall be carried out by the Personnel specified in the Contract for the period of time indicated therein. The title, job description, and estimated period of engagement of each of the Consulting firm's Key Personnel shall be listed in the Contract.

46.4 The Key Personnel and Sub-contractors listed by title/position and by name in the Contract are hereby approved by Kampala Capital City Authority. In respect of other Key Personnel which the Consulting firm proposes to use in the carrying out of the Services, the Consulting firm shall submit to Kampala Capital City Authority for review and approval a copy of their biographical data. If Kampala Capital City Authority does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by Kampala Capital City Authority.

46.5 The Consulting firm may with the prior approval of Kampala Capital City Authority make minor adjustments to the periods of input for Key Personnel as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments do not cause the payments made under the contract to exceed the Contract Price.

46.6 Adjustments with respect to the periods of engagement of Key Personnel which shall cause the total contract payments to exceed the Contract Price shall only be made with Kampala Capital City Authority's written approval.

46.7 If additional work is required beyond the Statement of Requirements specified in the Contract, the estimated periods of engagement of Key Personnel set forth in the Contract may be increased by agreement in writing between Kampala Capital City Authority and the Consulting firm, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under the Contract to exceed the Contract Price specified in the Agreement.

#### **47. Working Hours of the Personnel**

47.1 Working hours and holidays for Key Personnel are set forth in the Contract. To account for travel time, foreign Personnel carrying out Services inside Uganda shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Uganda.



## **Part 3: Section 7**

### **General Conditions of Contract for the Procurement of Consultancy Services**

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47.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave unless otherwise specified in the SCC. Except as specified in the Contract, the Consulting firm's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in the Contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consulting firm who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **48. Replacement of Personnel**

48.1 The Consulting firm shall not make changes in the Personnel without the prior written approval of Kampala Capital City Authority. The Consulting firm must on its own initiative propose a replacement in the following cases:

- a) in the event of death, illness for an extended period or in the event of accident of a member of Personnel.
- b) if it becomes necessary to replace a member of Personnel for any other reasons beyond the Consulting firm's control (e.g. resignation, etc.).

48.2 Kampala Capital City Authority may request a replacement with a written and justified request if in the course of performance, it considers that a member of the Personnel does not perform its duties satisfactorily under the contract.

48.3 Where a member of Personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid for the replacement cannot exceed that paid for the member of Personnel who has been replaced. Where the Consulting firm is unable to provide a replacement with equivalent qualifications and/or experience, Kampala Capital City Authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept a replacement with lesser qualifications, provided that the fees of the latter are reduced to reflect the appropriate remuneration level.

48.4 Additional costs incurred in the replacement of Personnel are the responsibility of the Consulting firm. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, Kampala Capital City Authority may ask the Consulting firm to assign to the project temporary personnel pending the arrival of the new personnel, or to take other measures to compensate for the temporary absence of the missing personnel. Kampala Capital City Authority shall make no payment for the period associated with the Personnel's absence while the position is not filled.

#### **49. Medical and Insurance arrangements**

49.1 For the period of execution of the contract, the Consulting firm shall obtain medical insurance for its Personnel. Kampala Capital City Authority shall be under no liability in respect of the medical expenses of the Consulting firm.

## **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.

<b>GCC clause reference</b>	<b>Special Conditions of Contract</b>
	The Procurement Reference Number is: <b>KCCA-EKUARC/CONS/23-24/00006</b>
<b>GCC 1.2 (e)</b>	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
<b>GCC 1.2(k)</b>	<b>Member in Charge:</b> .....
<b>GCC 4.1(f)</b>	<b>Contract Documents:</b> Other documents forming part of the contract are: Joint Venture agreement for Joint Ventures
<b>GCC 4.4</b>	<b>Authorised Representatives:</b> The Authorised Representatives are: for Kampala Capital City Authority: <b>The Executive Director</b> for the Consulting firm: <b>The Authorised Representative of the Consulting firm</b>
<b>GCC 5.1</b>	<b>Law:</b> The Laws of Uganda shall govern the Contract.
<b>GCC 7.1</b>	<b>Notices:</b> The addresses for Notices are:  for <b>Kampala Capital City Authority:</b>  Attention: <b>The Executive Director,</b> Street Address: <b>Plot 1- 3, Sir Apollo Kagawa Road</b> Floor/Room number: <b>1<sup>st</sup> Floor, ED's Office</b> Town/City: <b>Kampala</b> P. O Box: <b>7010 Kampala</b> Country: <b>Uganda</b>  For the <b>Consulting firm:</b>  Attention: Street Address: .....

## Part 3: Section 9: Contract Forms

GCC clause reference	Special Conditions of Contract
GCC 8.1	<p><b>Commencement:</b> The Period within which the Services shall have commenced is: <b>1 week from issuance of Commencement instructions</b></p>
GCC 17.2	<p><b>Dispute settlement:</b> Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>Additionally; <b>Disputes shall be settled by arbitration in accordance with either the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:           <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the <b>Chartered Institute of Arbitrators</b> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the <b>Chartered Institute of Arbitrators</b> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consulting firm shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the <b>Secretary General of the Permanent Court of Arbitration, The Hague.</b></li> <li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <b>Secretary General of the Permanent Court of Arbitration, The Hague</b> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</li> </ol> </li> </ol>

## Part 3: Section 9: Contract Forms

GCC clause reference	Special Conditions of Contract
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consulting firm's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consulting firm; or</p> <p>(b) the country in which the Consulting firm's principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consulting firm's shareholders; or</p> <p>(d) the country of nationality of the Sub-Consulting firms concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in the Netherlands;</p> <p>(b) the United Kingdom English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
<b>GCC 18.1</b>	<b>Completion of the Services:</b> The period within which the services shall have been completed following commencement of the services is: <b>12 months</b> .
<b>GCC 19.5(c)</b>	<b>Further Assistance:</b> Kampala Capital City Authority shall provide the following further assistance: <b>None</b> .
<b>GCC 20.1</b>	<b>Counterpart Staff:</b> Counterpart Staff <b>shall not be</b> provided.
<b>GCC 21.2</b>	<b>Payment currencies:</b> Payments shall be made in <b>Euros</b> .
<b>GCC 22.1</b>	<b>The Contract is</b> a Lump Sum based contract.
<b>GCC 22.2</b>	<b>Payment Procedure:</b> Invest International B.V. shall directly pay the Consulting firm, on behalf of KCCA, after receiving a request from KCCA.

## Part 3: Section 9: Contract Forms

GCC clause reference	Special Conditions of Contract																	
GCC 23.1	<b>Invoice Procedure:</b> Validation requests for payment shall be within thirty (30) working days from receipt.																	
GCC 24.1	<p><b>Documentation for Payment:</b> shall be as agreed by parties before contract signature. However, the following documentation shall be prerequisite requirements to support invoices requesting payments:</p> <ol style="list-style-type: none"> <li>i. <b>Approved deliverable</b></li> <li>ii. <b>Statement of Acceptance by KCCA certifying the services</b></li> <li>iii. <b>Certified invoice</b></li> <li>iv. <b>Request for payment from KCCA to Invest International</b></li> </ol>																	
GCC 25.1	<p><b>Payment Schedule:</b> The Tentative Payment Schedule (subject to contract negotiations) is as follows:</p> <ol style="list-style-type: none"> <li>i. <b>Phase I: 28% of the total contract value, broken down as follows;</b> <table border="1" data-bbox="416 891 1428 1637"> <thead> <tr> <th data-bbox="416 891 620 1003">Type of payment</th> <th data-bbox="620 891 841 1003">Payment description (deliverables)</th> <th data-bbox="841 891 1428 1003">Payment Conditions</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 1003 620 1319">Progress Payment 1 (50% of Phase I budget)</td> <td data-bbox="620 1003 841 1319">Payment for Draft Deliverable 1</td> <td data-bbox="841 1003 1428 1319"> <ul style="list-style-type: none"> <li>- Submission of <b>Draft</b> Deliverable 1: Pre-Feasibility</li> <li>- Statement of Acceptance by KCCA certifying that the services delivered are in accordance with the contract</li> <li>- Copy of invoice from the Consulting firm to KCCA</li> <li>- Request for payment from KCCA to Invest International</li> </ul> </td> </tr> <tr> <td data-bbox="416 1319 620 1637">Progress Payment 2 (50% of Phase I budget)</td> <td data-bbox="620 1319 841 1637">Payment for Approved Deliverable 1</td> <td data-bbox="841 1319 1428 1637"> <ul style="list-style-type: none"> <li>- Submission of <b>Approved</b> Deliverable 1: Pre-Feasibility</li> <li>- Statement of Acceptance by KCCA certifying that the services delivered are in accordance with the contract</li> <li>- Copy of invoice from the Consulting firm to KCCA</li> <li>- Request for payment from KCCA to Invest International</li> </ul> </td> </tr> </tbody> </table> </li> <li>ii. <b>Phase II: 72% of the total contract value, as follows;</b> <table border="1" data-bbox="416 1749 1428 2031"> <thead> <tr> <th data-bbox="416 1749 620 1861">Type of payment</th> <th data-bbox="620 1749 841 1861">Payment description (deliverables)</th> <th data-bbox="841 1749 1428 1861">Payment Conditions</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 1861 620 2031">Progress Payment 3 (45% of Phase II budget)</td> <td data-bbox="620 1861 841 2031">Payment for Deliverable –2-3</td> <td data-bbox="841 1861 1428 2031"> <ul style="list-style-type: none"> <li>- Submission of Deliverable 2: Preliminary Technical Design</li> <li>- Submission of Deliverable 3: Economic and Financial Feasibility</li> <li>- Statement of Acceptance by KCCA</li> </ul> </td> </tr> </tbody> </table> </li> </ol>			Type of payment	Payment description (deliverables)	Payment Conditions	Progress Payment 1 (50% of Phase I budget)	Payment for Draft Deliverable 1	<ul style="list-style-type: none"> <li>- Submission of <b>Draft</b> Deliverable 1: Pre-Feasibility</li> <li>- Statement of Acceptance by KCCA certifying that the services delivered are in accordance with the contract</li> <li>- Copy of invoice from the Consulting firm to KCCA</li> <li>- Request for payment from KCCA to Invest International</li> </ul>	Progress Payment 2 (50% of Phase I budget)	Payment for Approved Deliverable 1	<ul style="list-style-type: none"> <li>- Submission of <b>Approved</b> Deliverable 1: Pre-Feasibility</li> <li>- Statement of Acceptance by KCCA certifying that the services delivered are in accordance with the contract</li> <li>- Copy of invoice from the Consulting firm to KCCA</li> <li>- Request for payment from KCCA to Invest International</li> </ul>	Type of payment	Payment description (deliverables)	Payment Conditions	Progress Payment 3 (45% of Phase II budget)	Payment for Deliverable –2-3	<ul style="list-style-type: none"> <li>- Submission of Deliverable 2: Preliminary Technical Design</li> <li>- Submission of Deliverable 3: Economic and Financial Feasibility</li> <li>- Statement of Acceptance by KCCA</li> </ul>
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## Part 3: Section 9: Contract Forms

GCC clause reference	Special Conditions of Contract		
			certifying that the services delivered are in accordance with the contract - Copy of invoice from the Consulting firm to KCCA - Request for payment from KCCA to Invest International
	Progress payment 4 (45% of Phase II budget)	Payment for Deliverable 4-5	- Submission of Approved Deliverable 4: ESIA - Submission of Approved Deliverable 5: Detailed Project Plan - Statement of Acceptance by KCCA certifying that the services delivered are in accordance with the contract - Copy of invoice from the Consulting firm to KCCA - Request for payment from KCCA to Invest International
	Final payment (10% of Phase II budget)	Payment for Deliverable 6-7	- Submission of Approved Deliverable 6: Procurement Plan and Tender Documents - Submission of Approved Deliverable 7: M&E Plan - Statement of Acceptance by KCCA certifying that the services delivered are in accordance with the contract - Copy of invoice from the Consulting firm to KCCA - Request for payment from KCCA to Invest International
<b>GCC 26.1</b>	<b>Advance Payment Guarantee:</b> An Advance Payment Guarantee is required. An advance payment of 20% of the accepted contract amount, in the same currencies and proportions as the contract price shall be paid within 30 days after verification. The payment of the advance payment shall be made against the provision by the Consultant of an irrevocable unconditional guarantee issued by a bank regulated by the Bank of Uganda.		
<b>GCC 27.1</b>	<b>Payment Terms:</b> In consideration of the services required under this procurement, payment to the Consulting firm shall be made in the following manner: <ol style="list-style-type: none"> <li>i. The deliverables shall be submitted by the Consulting firm to KCCA.</li> <li>ii. Both KCCA and Invest International will assess the quality and completeness of the deliverables and release a Statement of Acceptance if the deliverables are approved.</li> <li>iii. After the approval, the Consulting firm will send the invoice to KCCA.</li> <li>iv. Within 30 days after approval of the invoice, KCCA will submit a payment request to Invest International and;</li> <li>v. Invest International will directly pay the Consulting firm behalf of KCCA.</li> </ol>		

## Part 3: Section 9: Contract Forms

GCC clause reference	Special Conditions of Contract
GCC 30.1	<b>Contract Price:</b> The Contract Price shall be a <b>fixed total lump-sum</b> , including all Personnel costs, Sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the Consulting firm in carrying out the Services described in the Contract.
GCC 31.5	<b>Additional provisions:</b> The additional provisions for Personnel time are: <b>None</b>
GCC 32.1	<b>Price variation:</b> The Contract Price including the remuneration rates <b>is not</b> subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	<b>Taxes and duties:</b> The Consulting firm <b>shall issue tax invoices for the full cost including VAT, but will not be required to pay the tax.</b>
GCC 34.5(c)	<b>Kampala Capital City Authority's prior approval:</b> Kampala Capital City Authority's prior approval is also required for: Extension of time and incorporation of other staff.
GCC 38.3(b)	<b>Additional activities prohibited:</b> The following activities are prohibited: unauthorised use of patentable information, misusing project information to the detriment of Kampala Capital City Authority.
GCC 39.3	<b>Total Liability:</b> The total liability under the Contract shall be the total contract value.
GCC 40.1	<b>Insurance taken out by Consulting firm:</b> The risks and coverage shall be: (i) Third Party motor vehicle - as per insurance policy rules applicable for government projects in Uganda (ii) Third Party liability - as per insurance policy rules applicable for government projects in Uganda (iii) Employer's liability and workers' compensation - as per insurance policy rules applicable for government projects in Uganda (iv) Professional liability - equivalent to the total contract price <b>as applicable to respective Phases</b> (v) Loss or damage to equipment and property - as per insurance policy rules applicable for government projects in Uganda
GCC 44.1	<b>Restrictions on the use of Deliverables:</b> The future use of deliverables are restricted as follows: All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and software containing data and information compiled, prepared and furnished by the Consulting firm for Kampala Capital City Authority under the Contract shall become and remain the absolute property of Kampala Capital City Authority.
GCC 47.2	<b>Personnel entitlements:</b> The Key Personnel shall be entitled to payment for: None. The Consulting firm's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in the Contract.
GCC 32.1	<b>Price variation:</b> The Contract Price including the remuneration rates <b>is not</b> subject to price variation for fluctuations in market, commodity or other variable rates.

## **Section 9. Contract Forms**

### **Table of Contract Forms**

**Agreement**

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# Agreement

## For Lump Sum Contracts

**This Agreement** is made this..... day of the month of ..... between **Kampala Capital City Authority (KCCA) of P.O Box 7010 Kampala, Uganda** (hereinafter called the “Procuring and Disposing Entity”) and ..... of ..... hereinafter called the “Consulting firm”).

**WHEREAS**

- (a) Kampala Capital City Authority has requested the Consulting firm to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Consulting firm having presented to Kampala Capital City Authority that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

**NOW THEREFORE** the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of Kampala Capital City Authority and the Consulting firm shall be as set forth in the Contract, in particular:
  - (a) The Consulting firm shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Invest International B.V. shall directly pay the Consulting firm, on behalf of KCCA, the Contract Price of **EUROS** .....

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

Signed by \_\_\_\_\_ (Authorised Representative of KCCA)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (Authorised Representative of the Consulting firm)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

## **Appendices**

### **APPENDIX A STATEMENT OF REQUIREMENTS**

[Detailed descriptions of the Services to be provided, dates for completion of tasks, location of tasks, etc.]

### **APPENDIX B KEY PERSONNEL AND SUB-CONTRACTOR**

- B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).
- B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Uganda). (Section 4 Table 4.1.5)
- B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.
- B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]
- B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.7). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 48.

### **APPENDIX C BREAKDOWN OF CONTRACT PRICE IN EUROS**

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- C.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :
- C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)
- C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

This appendix will exclusively be used for determining remuneration for additional services.]

### **APPENDIX D BREAKDOWN OF CONTRACT PRICE IN UGANDA SHILLINGS**

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

- D.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (S. 4 Table 4.2.2)
- D.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- D.3. Breakdown of Reimbursable expenditures (Section 4 Table 4.2.4)
- D.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5). This appendix will exclusively be used for determining remuneration for additional services.