
**EAST AFRICAN COMMUNITY
LAKE VICTORIA BASIN COMMISSION**



**TENDER FOR SUPPLY OF A BRAND-NEW MOTOR
VEHICLE FOR LAKE VICTORIA BASIN
COMMISSION**

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Preface

This Bidding Document for Procurement of Goods has been prepared by EAC - Lake Victoria Basin Commission (LVBC) and is based on the Standard Bidding Document for Procurement of Goods issued by the East African Community under the Procurement Policies and Procedures Manual, 2016.

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Contracting Authority **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of the contract for this procurement are **specified in the BDS**.
- 1.2 The procurement method used for acquisition of the Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements of Invitation, is as indicated in **the Bidding Data Sheet**, method detailed in the edition of the Guidelines indicated in **the Bidding Data Sheet**.
- 1.3 The Bidders are invited to submit a Technical and a Financial Bid for the goods and related services specified in Section VI, Schedule of Requirements.
- 1.4 Unless otherwise **specified in the BDS**, when the Contract is divided into lots, Bidders may bid for one, more or for all lots as they wish. However, the quantity of goods and services indicated under each individual lot shall be indivisible. Bids for only part of the goods and related services indicated under each lot shall be considered incomplete and automatically disqualified.
- 2. Fraud and Corruption**
- 2.1 It is the East African Community's policy to require that EAC/LVBC Staff as well as bidders, suppliers, and contractors and their subcontractors under EAC financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the EAC :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes EAC staff and employees of other organizations taking or reviewing procurement decisions.

- (ii) “fraudulent practice”³ 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”⁴ 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”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede an EAC/LVBC or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the EAC/LVBC or governmental or inspection and audit rights.
- (b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (i) will reject the bid for award;
 - (ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

- period of time, to become an LVBC contractor;
- (iii) will cancel or terminate any ongoing contract with the bidder /the contractor;
 - (iv) will request the relevant national authorities to conduct a joint investigation with LVBC to inspect or carry out audits of the bidder /the contractor' accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;
 - (v) will forfeit the bid or performance securities of the bidder /the contractor;
 - (vi) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by their engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for LVBC's contracts are determined and recovered, and
 - (vii) will sue the bidder /contractor to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question, if they are not fully recovered by the securities and the payments otherwise due to the bidder/contractor.

3. Eligible Bidders 3.1 Pursuant the paragraph 3.2 to 3.4 of this Clause, participation in tender and in award of contracts shall be open on equal terms to:

- (a) Natural persons, companies or firms, or associations or public or semi -public agencies.
- (b) Cooperative societies and other legal persons governed by public or private law.
- (c) Joint ventures, consortium or association of firms.

3.2 Bidders shall not be eligible for the award of contracts where:

- (a) They are bankrupt;
- (b) Payments to them have been suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their national laws in the total or partial loss of the right to administer and dispose of their property;

- (c) Legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;
 - (d) They have been convicted, by a final judgment, of any crime or offence concerning their professional conduct;
 - (e) They are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;
 - (f) They have been de-barred by EAC pursuant to the provisions of the EAC Procurement Policy and Procedures Manual, 2016.
- 3.3 When International Restricted Bidding or limited bidding is employed, and the invitation to bid was sent to shortlisted Bidders, only shortlisted Bidders indicated in **the Bidding Data Sheet** are allowed to participate in this bidding process. If a Bidder is shortlisted as Joint Venture or Consortium, the composition of Joint Venture or Consortium can be changed with prior approval of the Contracting Authority and only if (i) is supported by solid and objective arguments, (ii) does not alter the competition, (iii) is not generating a conflict, and (iv) is not invalidating the criteria and conditions in place when the joint venture or consortium was prequalified.
- 3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Contracting Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the general services to be purchased under these Bidding Documents. Affiliates are the group of companies, firms, associations, etc. where the Bidder or any of the major shareholders owns a minimum of twenty percent (20%) of shares of the share capital. For the same purpose, major shareholder is any legal or physical person who owns no less than twenty percent (20%) of the shares of the Bidder; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of

subcontractors in more than one bid; or

- (c) they have controlling partners in common; or
- (d) they receive or have received any direct or indirect subsidy from any of them; or
- (e) they have the same legal representative for purposes of this bid; or
- (f) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Authority regarding this bidding process; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Contracting Authority as project manager, supervisor, assessor, monitor, evaluator, auditor or any others similar assignment for the contract.

3.5 A Bidder that is under a declaration of ineligibility by the EAC / LVBC in accordance with ITB Clause 2, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

4. Eligible Goods and Related Services

- 4.1 Unless otherwise stated **in the BDS**, LVBC does not restrict the Goods and Related Services to be supplied under the Contract and on the basis of their origin.
- 4.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

5. Sections of Bidding Documents

- 5.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 7.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC).
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

- 5.2 The Invitation for Bids issued by the Contracting Authority is not part of the Bidding Documents.
- 5.3 The Contracting Authority is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Contracting Authority.
- 5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

6. Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting Authority in writing at the Contracting Authority's address **specified in the BDS**. The Contracting Authority will respond in writing to any request for clarification, provided that such request is received no later than fourteen days (14) days prior to the deadline for submission of bids. The Contracting Authority shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Contracting Authority deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 7 and ITB Sub-Clause 23.2.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Contracting Authority may amend the Bidding Documents by issuing addendum.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Contracting Authority.
- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting Authority may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Authority, shall be written in the language indicated in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the official language of the bidding process, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 10. Documents Comprising the Bid**
- 10.1 The Bid shall comprise the following:
- (a) Bid Submission Form, Technical Offer Form and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
 - (b) Bid Security, in accordance with ITB Clause 20, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21;
 - (d) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 17 and 29, that the Goods and Related Services conform to the

Bidding Documents;

- (g) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS.**

- 11. Bid Submission Form, Technical Offer Form and Price Schedules**
- 11.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
 - 11.2 The Bidder shall submit the Technical Offer Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
 - 11.3 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- 12. Alternative Bids**
- 12.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13. Bid Prices and Discounts**
- 13.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
 - 13.2 All lots and items must be listed and priced separately in the Price Schedules.
 - 13.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
 - 13.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
 - 13.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**
 - 13.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Contracting Authority. This shall not in any way limit the Contracting Authority's right

to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Contracting Authority's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Contracting Authority's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Contracting Authority's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Contracting Authority's Country, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Contracting Authority's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or

rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Contracting Authority's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

13.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 29. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.8 If so indicated in ITB Sub-Clause 1.3, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 13.4 provided the bids for all lots are submitted and opened at the same time.

14. Currencies of 14.1 The Bidder shall quote in US Dollars. **Bids expressed in any**

- Bid** **other currency will be automatically rejected.**
- 14.2 The bidders shall bear all the associated cost and risk deriving from currency exchange from US Dollars into their normal currency of trade.
- 15. Documents Establishing the Eligibility of the Bidder**
- 15.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- 16. Documents Establishing the Eligibility of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 17. Documents Establishing the Conformity of the Goods and Related Services**
- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Contracting Authority.
- 17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Contracting Authority in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Contracting Authority's satisfaction, that the substitutions ensure substantial equivalence or are superior to

those specified in the Schedule of Requirements.

**18. Documents
Establishing the
Qualifications
of the Bidder**

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Contracting Authority's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Contracting Authority's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Contracting Authority's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**19. Period of
Validity of Bids**

- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Contracting Authority. A bid valid for a shorter period shall be rejected by the Contracting Authority as non responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Contracting Authority may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 19.3.
- 19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.
- 20.2 The Bid Security shall be in the amount specified in the **BDS** and denominated in **US Dollars**, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution;
 - (b) be issued by a reputable banking institution selected by the bidder and located in any eligible country as **specified in the BDS**. If the institution issuing the bond is located outside the Contracting Authority's Country, it shall have a correspondent financial institution located in the Contracting Authority's Country to make it enforceable.
 - (c) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Contracting Authority prior to bid submission;
 - (d) be payable promptly upon written demand by the Contracting Authority in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 19.2;
- 20.3 If a Bid Security is required in accordance with ITB Sub-Clause 20.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 20.1, shall be rejected by the Contracting Authority as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 40.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or

- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 39;
 - (ii) furnish a Performance Security in accordance with ITB Clause 40.

20.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

20.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 39; or furnish a performance security in accordance with ITB 40;

the Contracting Authority may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the EAC for a period of time **as stated in the BDS**.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 12, in

separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Contracting Authority in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

22.3 If all envelopes are not sealed and marked as required, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Contracting Authority at the address and no later than the date and time **specified in the BDS**.

23.2 The Contracting Authority may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Contracting Authority shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Contracting Authority after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the

respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Contracting Authority prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Contracting Authority shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 22.1, shall be as **specified in the BDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Contracting Authority may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.
- 26.4 The Contracting Authority shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Contracting Authority in the examination, evaluation, and comparison, of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Contracting Authority on any matter related to the bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, the Contracting Authority may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Contracting Authority shall not be considered. The Contracting Authority's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting

Authority in the evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Contracting Authority's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Contracting Authority's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Contracting Authority and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

- 30.1 Provided that a Bid is substantially responsive, the Contracting Authority may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Contracting Authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Contracting Authority shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Contracting Authority there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be

- corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
- 31. Preliminary Examination of Bids**
- 31.1 The Contracting Authority shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Contracting Authority shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 11.1;
 - (b) Technical Offer Form, in accordance with ITB Sub-Clause 11.2;
 - (c) Price Schedules, in accordance with ITB Sub-Clause 11.3;
 - (d) Bid Security, in accordance with ITB Clause 20, if applicable.
- 32. Examination of Terms and Conditions; Technical Evaluation**
- 32.1 The Contracting Authority shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Contracting Authority shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Contracting Authority determines that the Bid is not substantially responsive in accordance with ITB

Clause 29, it shall reject the Bid.

33. Evaluation of Bids

- 33.1 The Contracting Authority shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 33.2 To evaluate a Bid, the Contracting Authority shall only use all the factors, methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.
- 33.3 To evaluate a Bid, the Contracting Authority shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 13.4; and
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.
- 33.4 The Contracting Authority's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Contracting Authority's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Contracting Authority's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 33.5 The Contracting Authority's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the

factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 33.3 (d).

- 33.6 If so **specified in the BDS**, the Contracting Authority shall grant a margin of preference in the evaluation of bids offering General Services and Related Goods manufactured in the EAC region, when compared to bids offering General Services and Related Goods works manufactured elsewhere. The margin of preference shall be calculated as a fifteen percent (15%) discount to the evaluated total price. To qualify for the regional preference, the bids shall offer Goods and Related Services of at least fifty percent (50%) in contract value of EAC origin.
- 33.7 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Contracting Authority to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 34. Comparison of Bids** 34.1 The Contracting Authority shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 33.
- 35. Contracting Authority's Right to Accept Any Bid, and to Reject Any or All Bids** 35.1 The Contracting Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- 36. Award Criteria** 36.1 The Contracting Authority shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily against the qualification criteria specified in Section III, Evaluation and Qualification Criteria. .
- 37. Contracting Authority's Right to Vary** 37.1 At the time the Contract is awarded, the Contracting Authority reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule

- Quantities at Time of Award** of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 38. Notification of Award**
- 38.1 Prior to the expiration of the period of bid validity, the Contracting Authority shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 38.3 The Contracting Authority shall publish a Contract Award Notice on the EAC/LVBC website the results of the evaluation, and notify in writing both the successful and unsuccessful bidder. After publication of the Contract Award Notice, within maximum fourteen (14) days unsuccessful bidders may appeal in writing to the Contracting Authority against the decision in accordance with the relevant clauses of EAC Procurement Policies and Procedures Manual, 2016 **specified in the BDS**.
- 38.4 In case of an appeal, the Contracting Authority may suspend the signature of the contract with the successful bidder until a appeal procedures are completed and a final decision it's taken by the LVBC. All bidders will be informed in writing about the suspension of the award of the contract and might be requested to extend the validity of their offers in accordance with ITB Clause 19.
- 38.5 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Contracting Authority will promptly discharge the bid security of each unsuccessful Bidder, pursuant to ITB Clause 20.4.

39. Signing of Contract

- 39.1 Promptly after notification, the Contracting Authority shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 39.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Contracting Authority.
- 39.3 Notwithstanding ITB 39.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Contracting Authority, to the country of the Contracting Authority, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Contracting Authority that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

40. Performance Security

- 40.1 Within 28 days of the receipt of notification of award from the Contracting Authority, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Contracting Authority. The Contracting Authority shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Contracting Authority may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Contracting Authority to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Contracting Authority is: LAKE VICTORIA BASIN COMMISSION
ITB 1.1	The name and identification number of the Contract is: TENDER FOR SUPPLY OF A BRAND-NEW MOTOR VEHICLE FOR LAKE VICTORIA BASIN COMMISSION: REFERENCE NO. LVBC/GDS/23-24/04
ITB 1.2	The procurement method is: Open Bidding The procurement Guidelines edition is: Procurement Policies and Procedures Manual., 2016
ITB 1.3	Bidders are allowed to bid for all lots or for combinations of lots. The following restrictions shall apply: None
ITB 3.3	A list of shortlisted firms invited to bid is the following: NOT APPLICABLE
ITB 3.5	A list of firms debarred from participating in EAC financed projects is available at <i>EAC / LVBC websites and Development partners websites</i>
ITB 5.1	Goods and related services originating from the following countries are not eligible for EAC financed contracts: <i>Not Applicable</i>
	B. Contents of Bidding Documents
ITB 6.1	For <u>Clarification of bid purposes</u> only, the Contracting Authority's address is: Attention: Executive Secretary Address: Lake Victoria Basin Commission P.O. Box 1510, New Nyanza Regional Headquarters, Owuor Otiende Road, Off Kenyatta Highway

	Floor/Room number: 12th floor City: Kisumu ZIP Code: 40100 Country: Kenya Telephone: +254 57 2023894/73, +254 57 2026344 Facsimile number: +254 57 2026324 Email address: procurement@lvbcom.org ;
	C. Preparation of Bids
ITB 9	The official language of the bidding process is: English
ITB 10.1 (h)	The Bidder shall submit the following additional documents in its bid: as part of the mandatory requirements <ol style="list-style-type: none"> 1. Company profile 2. Copy of Certificate of Incorporation or Equivalent 3. Copy of Business / Trading Licence / or Equivalent 4. Copy of Tax identification reference 5. Copy of Valid Tax Compliance Certificate 6. Audited Financial statement for the past two years 7. Consortium agreement and authorisation letter (Only if relevant as in Joint Venture) 8. Manufacturer's Authorisation
ITB 12.1	Alternative Bids SHALL BE considered. A bidder may submit an alternative bid with or without a bid for the base case. The Contracting Authority shall consider bids offered for alternatives as specified in the Technical Specifications of Section VI, Schedule of Requirements All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 33.
ITB 13.5	The Incoterms edition is: <i>Incoterms 2011</i> .
ITB 13.6 (a)	Place of Destination: EAC-Lake Victoria Basin Commission Offices-Kisumu, Kenya
ITB 13.6 (b)	the price of the Goods manufactured outside the Contracting Authority's Country shall be quoted: DDP
ITB 13.7	The prices quoted by the Bidder <i>shall not</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.

ITB 17.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>Manufacturer's Warranty period of a Minimum 3 years or 100,000km whichever comes first.</i>
ITB 18.1 (a)	Manufacturer's authorization is: <i>required</i>
ITB 18.1 (b)	After sales service is: <i>required</i>
ITB 19.1	The bid validity period shall be 120 days.
ITB 20.1	(a) No Bid Security is required; or (b) A Bid Securing Declaration shall be required
ITB 20.2	The amount of the Bid Security shall be: <i>NONE</i>
ITB 20.2 (b)	The eligible countries are: those mentioned in Section 5 of the Bidding Document.
ITB 20.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Contracting Authority will declare the Bidder ineligible to be awarded contracts by the Authority for a period to be determined by the relevant committee.
ITB 21.1	In addition to the original of the bid, the number of copies is: <i>ONE</i>
	D. Submission and Opening of Bids
ITB 22.1	Bidders shall not have the option of submitting their bids electronically.
ITB 22.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>NOT APPLICABLE</i>
ITB 22.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>The tender name, reference number and lot number and marked alternative if submitted.</i>
ITB 23.1	For bid submission purposes, the Contracting Authority's address is: Attention: Executive Secretary East African Community Lake Victoria Basin Commission Street Address: P.O. Box 1510, New Nyanza Regional Headquarters, Owuor Otiende Road, Off Kenyatta Highway Floor/Room number: 12th floor City: Kisumu ZIP Code: 40100 Country: Kenya

	<p>The deadline for bid submission is:</p> <p>Date: 11th December 2023 Time: 1100hrs EA Time</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Street Address: LVBC Offices, New Nyanza Regional Headquarters, Owuor Otiende Road, Off Kenyatta Highway Floor/Room number: 12th Floor, Meeting room City: Kisumu Country: Kenya Date: 11th December 2023 Time: 1130hrs EA Time</p>
ITB 26.1	If electronic bid opening is permitted in accordance, the specific bid opening procedures shall be: <i>NOT PERMITTED</i>
	E. Evaluation and Comparison of Bids
ITB 33.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>No</i>.</p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: (<i>Submit pricing schedule / estimates</i>)</p> <p>(d) the availability in the Contracting Authority's Country of spare parts and after-sales services for the equipment offered in the bid: <i>Yes</i></p>
ITB 33.6	The Contracting Authority <i>shall not</i> grant Regional Preference for the purpose of the evaluation of this Contract.
ITB 33.7	Bidders <i>shall</i> be allowed to quote separate prices for one or more lots. [<i>refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate</i>]
	F. Award of Contract
ITB 37.1	<p>The maximum percentage by which quantities may be increased is: <i>NONE</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>NONE</i></p>
ITB 38.3	EAC Procurement Policies and Policies Manual, 2016 clause 9.3.2 <i>Notification of Award</i>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Contracting Authority may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

(i) Mandatory Requirements Evaluation as per ITB 10.1 (i) to (h)

(ii) Technical Responsiveness as per Specifications and Evaluation and Qualification requirements

(iii) Financial Evaluation (Bid Price)

1. Evaluation Criteria (ITB 33.3 (d))

The Contracting Authority's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 13.6, one or more of the following factors as specified in ITB Sub-Clause 33.3(d) and in BDS referring to ITB 33.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 33.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.

- (b) Deviation in payment schedule.

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Contracting Authority may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

- (c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 17.3. **The expected service schedule and required spare parts together with the estimated costs shall be listed on a separate schedule and shall not be lumped to the bid price.***

2. Qualification Criteria (ITB 36)

No.	Subject	Requirement	Compliance with the requirement		Source of information	Supporting document
			Single Entity	Joint Venture or Consortium		
2.1	Eligibility					
	2.1.1 Nationality	Nationality in accordance with ITB 3.1.	Must meet the requirement	Must meet the requirement	Form ELI-2.1.1 and 2.1.2, with attachments	Requested attachments to Form ELI-2.1.1 and 2.1.2
	2.1.2 Conflict of Interest	No conflicts of interest in accordance with ITB 3.4	Must meet the requirement	Must meet the requirement	Letter of Bid	Letter of Bid
	2.1.3 EAC Eligibility	Not having been declared ineligible by EAC as described in ITB 3.5.	Must meet the requirement	Must meet the requirement	Letter of Bid	Letter of Bid
2.2	Experience	a) Experience as a Supplier, in at least five (5) contracts within the last 2 years, that have been successfully and substantially completed and that are similar to the proposed goods. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Scope of the Contract	Must meet the requirement	All members together must meet the requirement	Form 2.2 Attach 5 copies of LPOs or contract award letters	Requested attachments to Form 2.2
2.3	Financial Situation	i) Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Purchaser, for the last 2 years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.	Must meet requirement	At least one member must meet requirement	Form 2.3.1	Audited financial statements
		ii) Minimum average annual turnover of US\$ 500,000				Must meet the

A. _____

No.	Subject	Requirement	Compliance with the requirement		Source of informatio	Supporting document
		calculated as total certified payments received for contracts in progress or completed, within the last 3 years ,	requirement	meet the requirement The leader of the JV or Consortia alone must meet at least 20% of the requirement		to Form 2.3.2
2.3	Personnel Resources	a) Access to minimum <i>three (3)</i> experts specialized in the following areas <i>Mechanical Engineering / Automotive Engineering or related field</i>	Must meet the requirement	All members together must meet the requirement	CVs	Requested attachments CV
		b) Availability of experts with the following specialization: <i>Expert 1 : Automotive Engineering or related with minimum 7 years' experience</i> <i>Expert 2 : Motor vehicle mechanics / Technician or related with min. 5 years' experience</i> <i>Expert 3 : Electrical engineering / Technician or related field with 5 years' experience:</i>	Must meet the requirement	All members together must meet the requirement	CVs	Requested attachments CV

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Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
Contract No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **LAKE VICTORIA BASIN COMMISSION**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 40 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder,*

A. _____

including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 3.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the EAC / LVBC, under the Contracting Authority’s country laws or official regulations, in accordance with ITB Sub-Clause 3.3;
- (j) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—are not falling under any of the exclusion criteria stated in ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

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

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

A. _____

Technical Offer Form

LVBC/GDS/23-24/04: Brand New Project Motor Vehicle

Crt. No.	Specifications Required (to be filled in by the Contracting Authority)			Specifications Offered (to be filled in by the Bidder)			
	Type of goods	Technical Specification	Quantity	Type of goods	Technical Specification	References to brochures and other supporting evidence	Quantity
1	Station Wagon	<ul style="list-style-type: none"> • Station Wagon • Automatic • Four-wheel Drive • Fuel Type – Diesel <p>As per detailed Technical Specifications</p>	1	<i>[indicate the brand name and model]</i>	<i>[indicate the minimum or maximum of each technical feature]</i>	<i>[indicate reference to technical brochures attached to the Technical Specification form where the technical information is to be found]</i>	<i>[no of units]</i>

B. _____

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the Technical Specification Form specified by the Contracting Authority in the Bidding Forms]*

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

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

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

B. _____

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

(Group C bids, Goods already imported)

Date: _____
 Contract No: _____
 Page N° _____ of _____

In US Dollars

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 13.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 13.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 13.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Contracting Authority's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 13.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 13.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Contracting Authority's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. _____

I.

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

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

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. _____

Price and Completion Schedule - Related Services

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

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. _____

Bid Security (Bank Guarantee)

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

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

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

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

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

[signature(s)]

A. _____

Form of Bid–Securing Declaration

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

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Contracting Authority]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of Contracting Authority to insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or*
- (b) having been notified of the acceptance of our Bid by the Contracting Authority during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITB 40..*

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

A. _____

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
Contract No.: *[insert number]*

To: *[insert complete name of Contracting Authority]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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

A. _____

Eligibility

Form ELI – 2.1.1: Bidder Information Form

Date: _____

Tender No.: _____

Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.1. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -2.1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

Tender No.: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3.1. 1. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Experience

Form EXP – 2.2

Bidder’s Legal Name: _____ Date: _____
 JVCA Partner’s Legal Name: _____ NCB No.: _____

Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	Information	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Role in Contract	_____	
Total contract amount	_____	US\$ _____
If partner in a JVCA, specify participation in total contract amount	_____ %	US\$ _____
Purchaser’s Name:	_____	
Address:	_____ _____	
Telephone/fax number:	_____	
E-mail:	_____	

B. _____

Experience (cont.)

Form EXP – 2.2 (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
 JVCA Partner's Legal Name: _____

Similar Contract No. __ [insert specific number] of [total number of contracts] __ required	Information
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Other Characteristics	_____

A. _____

Financial Situation

Form FIN – 2.3.1

Historical Financial Performance

Bidder's Legal Name: _____ Date: _____

JVCA Partner Legal Name: _____ Ref No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JVCA, by each partner

Financial information in US\$ equivalent	Historic information for previous 3 years (US\$ equivalent in 000s)				
	Year 1	Year 2	Year 3	Avg.	Avg. Ratio
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder or partner to a JVCA, and not sister or parent companies;
- (b) Historic financial statements must be audited by a certified accountant;
- (c) Historic financial statements must be complete, including all notes to the financial statements;
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

A. _____

Average Annual Turnover

Form FIN – 2.3.2

Bidder’s Legal Name: _____ Date: _____
 JVCA Partner Legal Name: _____ Ref. No.: _____
 Page _____ of _____ pages

Annual turnover data		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for supply in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.(ii).

A. _____

Section V Eligible Countries

Section V: Eligible Countries

Procurement Reference Number: LVBC/GDS/23-24/04

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

PART 2 – Supply Requirements

A. _____

Section VI. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Lot 1: LVBC/GDS/23-24/04

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1	Station Wagon	1	1 Unit	Lake Victoria Basin Commission, Kisumu	One month from date of effectiveness of contract / Purchase order	3 months from the date of effectiveness the Contract	<i>[insert the number of days following the date of effectiveness the Contract]</i>

A. _____

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>1. [insert Service No]</i>	<i>1. [insert description of Related Services]</i>	<i>1. [insert quantity of items to be supplied]</i>	<i>V. [insert physical unit for the items]</i>	<i>1. [insert name of the Place]</i>	<i>1. [insert required Completion Date(s)]</i>

1. If applicable

A. _____

3. Technical Specifications

Brand New Project Motor Vehicle

Specifications for Supply of a Brand-New Station Wagon Vehicle for the Lake Victoria Basin Commission under GIZ Project.

Bidders should meet the following specifications or Equivalent alternative/s

Item No	Item	Technical Specifications and Standards	Technical Specifications Offered
1	General Specifications	<ul style="list-style-type: none"> - The vehicle must be a brand new with not more than 12 months from date of manufacture. - All-Terrain Vehicle 	
2.	Body	<ul style="list-style-type: none"> • <u>Body Type</u> : Station Wagon • <u>Exterior Color</u>: Dark Blue, Silver Metallic, Light Blue, Bronze, Grey metallic (preference in that order) • Rust protected, impact absorbing chassis and steel body structure, • 5 doors, rear door horizontal or vertical, roof rails, front and rear mud flaps, etc. 	
3.	Main Dimensions	<ul style="list-style-type: none"> a) Gross Vehicle mass: 2700 – 3500 kg b) Ground clearance: At least 200 mm c) Seating capacity: Not less than 5 seats 	
4.	Engine	<ul style="list-style-type: none"> • <u>Fuel Type</u>: Diesel engine, • 16 Valve DOHC, 1GD-FTV 4 Cylinder, in-line, Automatic Transmission, • <u>Capacity</u>: 2500 - 3500 cc; • Maximum power not less than 	

B. _____

Item No	Item	Technical Specifications and Standards	Technical Specifications Offered
		130Kw/3400rpm with engine oil cooler. <ul style="list-style-type: none"> • Maximum Torque not less than 450Nm/1600-2800rpm 	
5.	Transmission	Four-wheel drive with high and low range, 4 – 6 speed automatic; reverse gear inclusive.	
6.	Steering	Right Hand Drive, Power steering, electrical tilt and telescoping steering wheel adjustment.	
7.	Brake System	Hydraulically operated, power assisted, ventilated disc front and rear or front disc and rear drums, ABS braking system. Hand operated mechanical hand brake acting on propeller shaft or rear wheels.	
8.	Suspension	a) <i>Front Suspension:</i> double wishbone with coil spring and stabilizer bar, or rigid axle with coil spring and telescopic shock absorbers or electronic air suspension or 4 link coil spring. b) <i>Rear Suspension:</i> Rigid axle, four link type with coil and stabilizer bar or leaf springs and telescopic shock absorbers or electronic air suspension or 4 link coil spring.	
9.	Fuel Tank Capacity	Minimum of 120 Litres	
10.	Wheel and Tyres	<ul style="list-style-type: none"> • Tyre size 265/65R17 or its equivalent. • Alloy Rims 	
11.	Safety	To include the following features but not limited to: Vehicle stability control with anti-trailer sway control, active traction control, hill assist control, downhill assist control, smart entry and start system, airbags for front seats including curtain shield Airbags, side door impact protection beams, impact absorbing	

Item No	Item	Technical Specifications and Standards	Technical Specifications Offered
		steering wheel column, alarm with immobilizer, electrically adjustable FR & RR windows, spare wheel lock, rear view camera and 4 FR+RR Clearance Sonars.	
12.	Accessories	To include, but not limited to seat belts on all seats, electronically tuned radio AM/FM system with CD player and USB port, leather steering wheel with standard audio and telephone, air condition, conversation mirror, lockable glove box, back door mounted full size spare tyre with hard cover, moon and sun roof, LED fog lamps, appropriate car jack kit with a set of tools for minor repairs and operator's manual in English. Tinted windows.	
13.	Warranty	A manufacturer's warranty of 3 years or 100,000km whichever comes first.	

4. Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

A. _____

5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

- General Physical Inspection of Motor Vehicle as per visual specifications
- Engine Run Test and Road test

PART 3 - Contract

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

Table of Clauses

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

1. Definitions

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

- (a) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (b) “Contract” means the Agreement entered into between LVBC and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means working day.
- (f) “Delivery” means the transfer of the Goods from the Supplier to LVBC in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- (h) “GCC” means the General Conditions of Contract.

- (j) “Supplier” means the natural person, private or public, or a combination of the above, whose bid to perform the Contract has been accepted by LVBC and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (k) “Related Services” means the services incidental to the provision of Goods , such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private public, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be provided or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Goods” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.
- (o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

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

A. _____

priority:

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

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

3. Corrupt Practices

3.1 It is the LVBC's policy to require that LVBC Staff as well as Bidders and Suppliers undertaking LVBC Procurement, observe the highest standard of ethics during the procurement and execution of such Procurement. In pursuit of this policy, LVBC :

- (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 an LVBC 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 such a Contract.

3.2 The Supplier shall permit the LVBC to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the LVBC, if so required by the LVBC.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, LVBC may terminate a Contract for Goods if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the LVBC or of a Supplier, during the procurement or the execution of that contract, in accordance with GCC 36.1.

4. Interpretation

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

4.2 Incoterms

- (a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights

and obligations of parties there under shall be as prescribed by Incoterms.

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.6 Severability

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

5. Language

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

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the and LVBC for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the LVBC.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A

Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

8. Notices

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

9. Governing Law

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

10. Settlement of Disputes

- 10.1 The LVBC and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration Act 1995 of Kenya as amended by the Arbitration (Amendment) Act 2009 or any statutory modification or re-enactment for the time being in force and the rules or procedures for arbitration of the Chartered Institute of Arbitrators of United Kingdom, Kenya Branch or such other formal mechanism specified in the SCC.

11. Scope of Supply

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

12. Delivery and Documents

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

13. Supplier’s Responsibilities

The Supplier shall provide all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion

Schedule, as per GCC Clause 12.

14. LVBC's Responsibilities

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

15. Contract Price

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

16. Terms of Payment

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

17. Advance Payment Guarantee

- 17.1 Unless otherwise stated in the SCC, where any payment is made in advance of delivery of any Goods or Related Services, payment of the advance payment shall be made against the provision by the Supplier of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.
- 17.2 Should the advance payment guarantee cease to be valid and the Supplier fails to re-validate it, a deduction equal to the amount of the advance payment may be made by LVBC from future payments due to the Supplier under the contract.
- 17.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Supplier.

18. Taxes and Duties

- 18.1 Except as otherwise specifically provided in the SCC, the Supplier shall bear and pay all taxes, import duties, and levies imposed on the Supplier, by all municipal, state or national authorities, both within and outside , in connection with the Goods and

Related Services to be supplied under the Contract.

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

19. Performance Security

- 19.1 If so stated in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to LVBC.
- 19.2 The proceeds of the Performance Security shall be payable to the LVBC as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
- 19.3 The Performance Security shall be in one of the forms stipulated by the LVBC in the SCC, or in another form acceptable to LVBC.
- 19.4 The Performance Security shall be discharged by LVBC and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

20. Copyright

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

21. Confidential Information

- 21.1 LVBC and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from LVBC to the extent required for the Subcontractor to

perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.

- 21.2 LVBC shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from LVBC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
- (a) the LVBC or Supplier need to share with any institution participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

- 22.1 The Supplier shall notify LVBC in writing of all sub-contracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 22.2 Sub-contracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

- 23.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the LVBC, by giving a notice of such disclaimer to the LVBC.
 - .
 - (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 23.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract

execution, any changes in any such codes and standards shall be applied only after approval by LVBC and shall be treated in accordance with GCC Clause 34.

24. Packing and Documents

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

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

25. Insurance

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

26. Transportation

Responsibility for transportation of the Goods shall be in accordance with the Incoterm specified in the SCC.

27. Inspections and Tests

27.1 The Supplier shall at its own expense and at no cost to the LVBC carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.

27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in as specified in the Statement of Requirements. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the LVBC.

27.3 The LVBC or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that LVBC bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to LVBC. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable LVBC or its designated representative to attend the test and/or inspection.

27.5 LVBC may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance

of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 27.6 The Supplier shall provide LVBC with a report of the results of any such test and/or inspection.
- 27.7 LVBC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to LVBC, and shall repeat the test and/or inspection, at no cost to LVBC, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by LVBC or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

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

29. Warranty

- 29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Subject to GCC Sub-Clause 23.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in .
- 29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 29.4 LVBC shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. LVBC shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.5 Upon receipt of such notice, the Supplier shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to LVBC.

29.6 If having been notified, the Supplier fails to remedy the defect within the period specified in Sub-Clause 29.5, LVBC may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which LVBC may have against the Supplier under the Contract.

30. Patent Indemnity

30.1 The Supplier shall, subject to LVBC's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless LVBC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the LVBC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or their use in or where the Site is located; and
- (b) the sale in any country of the products produced by the Goods .

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

30.2 If any proceedings are brought or any claim is made against LVBC arising out of the matters referred to in GCC Sub-Clause 30.1, LVBC shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in LVBC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3 If the Supplier fails to notify LVBC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then LVBC shall be free to conduct the same on its own behalf.

30.4 LVBC shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30.5 LVBC shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the and LVBC.

31. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to

pay liquidated damages to LVBC; and

- (b) the aggregate liability of the Supplier to the LVBC, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify LVBC with respect to patent infringement.

32. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

33. Force Majeure

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

34. Change Orders and Contract Amendments

- 34.1 LVBC may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the LVBC;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion

Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the LVBC's change order.

- 34.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

35. Extensions of Time

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

36. Termination

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

36.2 (a) to (d) terminate the Contract if:

- (a) LVBC is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the LVBC of the Supplier's notice specifying such breach;
- (b) the Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- (c) LVBC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 10.2 hereof.

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

37. Assignment

Neither the LVBC nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Part 3:

Section VIII: Special Conditions of Contract

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

GCC clause reference	Special Conditions
	The Procurement Reference Number is: LVBC/GDS/23-24/04
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1(o)	The Site for delivery of the Goods is: LVBC Offices, New Nyanza Regional HQ, Kisumu
GCC 2.1(f)	The other documents forming part of the Contract are: Specifications
GCC 4.2 (b)	The version of Incoterms shall be: 2011
GCC 5.1	The language shall be: English.
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	<p>For <u>notices</u>, LVBC’s address shall be: East African Community Lake Victoria Basin Commission New Nyanza Regional HQ, 13th floor Owuor Otiende road, off Kenyatta Highway P. O. Box 1510 – 40100 KISUMU - KENYA</p> <p>For <u>notices</u>, the Supplier’s address shall be: Attention: _____ Street Address: _____ Floor/Room number: _____ Town/City: _____ P. O. Box: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____</p>
GCC 9	The Governing law shall be the law of Kenya
GCC 10.2	The formal mechanism for the resolution of disputes shall be the East African Court of Justice
GCC 12	Date of delivery shall be: within 3 months

Part 3:

GCC clause reference	Special Conditions
	<p>The shipping and other documents to be furnished by the Supplier are: _____</p> <p>The point of delivery shall be: LVBC Offices</p>
GCC 15.2	The price adjustment shall be: <u> N/A </u>
GCC 16.1	The structure of payments shall be: 100% after delivery or as per GCC 17.1
GCC 16.3	The payment period shall be: Within 30 days
GCC 16.4	The currency(ies) for payments shall be: US Dollars
GCC 17.1	<p>An advance payment guarantee shall be required.</p> <p>The advance payment guarantee shall be in the form of an irrevocable bank guarantee.</p> <p>The period of validity of the Advance Payment Guarantee shall be 3 months.</p>
GCC 18.1	<p>The Supplier shall be responsible for all taxes, import duties and levies imposed on the Supplier except for the following:</p> <p>LVBC shall seek exemption for taxes and duties</p>
GCC 18.2	<p>LVBC shall be responsible for all taxes, import duties and levies imposed by law on the Goods except for the following:</p> <p>LVBC shall seek exemption for taxes and duties</p>
GCC 19.1	<p>A Performance Security will be required.</p> <p>The amount of the Performance Security shall be: 10% of contract sum</p> <p>The currency shall be: US Dollars N/A</p>
GCC 19.3	The forms of acceptable Performance Securities are: Irrevocable Bank Guarantee
GCC 19.4	Discharge of the Performance Security shall take place: not later than 28 days following the completion of the Supplier's performance obligations.
GCC 24.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>East African Community Lake Victoria Basin Commission New Nyanza Regional HQ, 13th floor Owuor Otiende road, off Kenyatta Highway P. O. Box 1510 – 40100 KISUMU - KENYA</p> <p>_____</p>
GCC 25	<p>The insurance coverage shall/shall not be required:</p> <p>Where insurance coverage is required, the Goods shall be insured 110%</p>

Part 3:

GCC clause reference	Special Conditions
	of the total contract value.
GCC 26	The INCOTERMS shall be: DDP
GCC 28	Liquidated Damages shall apply. The liquidated damage shall be: 0.5% per week The maximum amount of liquidated damages shall be: 10%
GCC 29.3	The period of validity of the Warranty shall be: 3 years or 100,000 km whichever comes first.
GCC 29.5	The period within which the Supplier shall repair or replace defective Goods shall be: __3 weeks_____
GCC 31(b)	The amount of aggregate liability shall be: 100%

Section IX: Contract Forms

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Part 3:

Agreement

Procurement Reference No:

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "LVBC"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the LVBC invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the provision of those Goods and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed by _____ (for LVBC)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Supplier)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

A. _____

Part 3:

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

Performance Security

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

Procurement Reference No: *(insert Procurement Reference Number)*

To: **LVBC**

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

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

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

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

This security is valid until the *(insert number)* day of *(insert month)*, *(insert year)*.

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

Name: *(insert complete name of person signing the Performance Security)*

In the capacity of *(insert legal capacity of person signing the Performance Security)*

Signed: *(signature of person whose name and capacity are shown above)*

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

Dated on _____ day of _____, _____ *(insert date of signing)*

A. _____

Part 3:

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

Advance Payment Security

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

Procurement Reference No.: *(insert Procurement Reference Number)*

To: **LVBC**

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

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

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

Name: *(insert complete name of person signing the Payment Security)*

In the capacity of *(insert legal capacity of person signing the Payment Security)*

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

Signed: *(signature of person whose name and capacity are shown above)*

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

Dated on _____ day of _____, _____ *(insert date of signing)*

A. _____

Part 3:

BIDDER DUE DILIGENCE FORM

EAST AFRICAN COMMUNITY
LAKE VICTORIA BASIN COMMISSION
P. O. BOX 1510 – 40100
KISUMU - KENYA.....

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INSTRUCTIONS:

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

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

Part 3:

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

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

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

9. Intermediary Bank (Alternate payee), if required:

10. Bank Name:	11. Bank Account Number:
12. Address of Bank (City/State/Region/Postal Code):	13. Country:

14. Swift Code or ABA Bank Number:

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

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

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

Part 3:

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

Yes No

(if yes, please attach a detailed explanation)

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

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

Section 4: Goods/Services Classification

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

- Manufacturing Distributor Retailer Leasing Wholesaler Maintenance
 Service Consulting Works

Other (please specify) _____

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

3. Company literature attached:

- Catalogue Brochure Other (specify) _____

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

A. _____

Part 3:

Name (please print):	Signature	Date
Functional Title (please print):		