EAST AFRICAN COMMUNITY
LAKE VICTORIA BASIN COMMISSION

Bidding Document
for the
Procurement of Non-Consultancy Services

OPEN BIDDING

Subject of Procurement: Tender for Provision of Services to Lake Victoria Basin Commission for FY 2026/27-2027/28-2028/29

Reference Number: LVBC/SVS/2026/2027

Date of Issue : 24th April 2026

Standard Bidding Document

Table of Contents

Section 1.	**Instructions to Bidders**	**4**
Section 2	**Bid Data Sheet**	**19**
Section 3.	**Evaluation Methodology and Criteria**	**22**
Section 4	**Bidding Forms**	**25**
Section 5.	**Eligible Countries**	**35**
Section 6.	**Statement of Requirements**	**36**
Section 7:	**General Conditions of Contract**	**38**
Section 8	**Special Conditions of Contract**	**50**
Section 9.	**Contract Forms**	**53**

Section 1. Instructions to Bidders

Table of Clauses

A. General 4

1. Scope of Bid 4
2. Source of Funds 4
3. Corrupt Practices 4
4. Eligible Bidders 5
5. Qualification of the Bidder 6

B. Bidding Document 6

6. Contents of Bidding Document 6
7. Clarification of Bidding Document 7
8. Amendment of Bidding Document 7

C. Preparation of Bids 8

9. Cost of Bidding 8
10. Language of Bid 8
11. Preparation of Bids 8
12. Documents Comprising the Bid 8
13. Bid Submission Sheet 8
14. Bid Prices and Discounts 9
15. Currencies of Bid 9
16. Documents Establishing the Eligibility of the Bidder 9
17. Documents Establishing the Qualifications of the Bidder 9
18. Period of Validity of Bids 10
19. Bid Security or Bid Securing Declaration 10
20. Format and Signing of Bid 11

D Submission and Opening of Bids 11

21. Sealing and Marking of Bids 11
22. Deadline for Submission of Bids 11
23. Late Bids 12
24. Withdrawal and Replacement of Bids 12
25. Bid Opening 12

E. Evaluation of Bids 13

26. Confidentiality 13
27. Clarification of Bids 13
28. Compliance and Responsiveness of Bids 13
29. Nonconformities, Errors, and Omissions 14
30. Preliminary Examination of Bids – Eligibility and Administrative Compliance 14
31. Detailed Commercial and Technical Evaluation 15
32. Conversion to Single Currency 15
33. Margin of Preference 15
34. Financial Comparison of Bids 16
35. Determination of Best Evaluated Bid(s) 16
36. Post-qualification of the Bidder 16

F. Award of Contract 16

37. Award Procedure 16
38. LVBC's Right to Accept or Reject Any or All Bids 17
39. Signing and Effectiveness of Contract 17
40. Debriefing 17
41. Performance Security 17
42. Administrative Review 18

Section 1. Instructions to Bidders

A. General

1. Scope of Bid

1.1 LVBC invites bids for the provision of the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.

1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by LVBC are provided in the SCC.

1.3 Throughout this Bidding Document:

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

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

(c) "day" means working day,

1.4 Procurement will be undertaken in compliance with the provisions of the EAC Financial Rules and Regulations 2012.

2. Source of Funds

2.1 LVBC has an approved budget and intends to use these funds to place a contract for which this Bidding Document is issued.

2.2 Payments will be made directly by LVBC and will be subject in all respects to the terms and conditions of the resulting contract.

3. Corrupt Practices

3.1 It is LVBC's policy to require that Bidders and Providers observe the highest standards of ethics during procurement and the execution of 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 reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;

(c) will suspend a Provider from engaging in any public procurement proceeding for a

stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, LVBC may terminate a contract if at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of LVBC or of a Bidder or Provider during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, LVBC requires representatives of both LVBC and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.

3.5 In pursuit of the policy defined in Sub-clause 3.1, LVBC may suspend a provider from engaging in any LVBC procurement process for a period determined by the LVBC, where the provider is debarred from the procurement processes of an international organization or any of the Partner States.

3.6 Any communications between a Bidder and LVBC related to matters of alleged fraud or corruption must be made in writing and addressed to the Secretary General.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:

(a) the bidder has the legal capacity to enter into a contract;

(b) the bidder is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the bidder's business activities have not been suspended;

(d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Bidder, and all parties constituting the Bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A

Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.

4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of LVBC regarding this bidding process; or

(e) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously.

4.5 A firm that is under a declaration of suspension by LVBC, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to LVBC, as LVBC shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Bidder

5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:

(a) the Qualification Form provided in Section 4, Bidding Forms; and

(b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.

5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.

B. Bidding Document

6. Contents of Bidding Document

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in

accordance with ITB Clause 8.

PART 1 Bidding Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.

6.3 Bidders who did not obtain the Bidding Document directly from LVBC will be rejected during evaluation. Where Bidding Document are obtained from LVBC on a Bidder's behalf, the Bidder's name must be registered with LVBC at the time of sale and issue.

6.4 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

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

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, LVBC may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from LVBC.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, LVBC may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to LVBC, and LVBC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.

10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LVBC, shall be written in English unless otherwise specified in the BDS.

10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Preparation of Bids

11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage one envelope).

11.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

(a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(f) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and

(g) any other document(s) required in the BDS.

13. Bid Submission Sheet and price schedules

13.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

(a) the Procurement Reference Number of the Bidding Document and the number of each addenda received;

(b) a brief description of the Services offered;

(c) the total bid price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the bid ;

(f) a commitment to submit any Performance Security required and the amount;

(g) a declaration that the Bidder is eligible to participate in public procurement;

(h) a declaration of nationality of the Bidder and of any eligibility for a margin of preference;

(h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;

(i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process;

(j) confirmation that the Bidder has not been suspended by the LVBC or any other relevant authority;

(k) a declaration on commissions and gratuities; and

(l) an authorised signature.

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

(a) a brief description of the Services to be performed;

(b) the unit prices where applicable;

(c) local taxes paid or payable in Kenya;

(d) the total price per line item;

(e) subtotals and totals per Price Schedule; and

(f) an authorised signature.

14. Bid Prices and Discounts

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

14.2 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(d).

14.3 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 31.

15. Currencies of Bid

15.1 Unless otherwise specified in the BDS, bid prices shall be quoted in United States Dollars.

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Qualifications of the Bidder

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

17.2 Bidders with a current registration with the LVBC are not required to submit:

(a) a copy of the bidder's current trading licence or equivalent;

(b) a copy of the bidder's certificate of registration or equivalent.

But should include details of their registration number in the bid submission sheet.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by LVBC as non-compliant.

18.2 LVBC will make its best effort to complete the procurement process within this period.

18.3 In exceptional circumstances, prior to the expiration of the bid validity period, LVBC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security or Bid Securing Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security or Bid Securing Declaration

19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

19.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States Dollars, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

(b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside Kenya, it shall have a correspondent financial institution located in Kenya to make it enforceable;

(c) be substantially in accordance with one of the forms of Bid Security included in Section 4, Bidding Forms;

(d) be payable promptly upon written demand by LVBC in case the conditions listed in ITB Clause 19.6are invoked;

(e) be submitted in its original form - copies will not be accepted.

19.3 The Bid Security or Bid Securing Declaration shall be submitted using the forms included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.

19.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by LVBC as non-compliant.

19.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

19.6 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or

If the successful Bidder fails to:

(a) sign the Contract in accordance with ITB Clause 39;

(b) furnish any Performance Security in accordance with ITB Clause 41; or

(c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.

The Bid Security may be forfeited or Bid Securing Declaration executed.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Kenya shall be registered and if signed outside Kenya, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

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

(b) be addressed to LVBC in accordance with ITB Sub-Clause 22.1;

(c) bear the Procurement Reference number of this bidding process; and

(d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by LVBC at the address and no later than the date and time indicated in the BDS.

22.2 LVBC may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of LVBC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 LVBC shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by LVBC after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal and Replacement of Bids

24.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 20.2. Any corresponding replacement 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 withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and

(b) received by LVBC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.

24.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

25. Bid Opening

25.1 LVBC shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

25.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.

25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as LVBC may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.

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

further.

25.6 LVBC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on LVBC's website within one working day from the date of the bid Opening.

E. Evaluation of Bids

26. Confidentiality

26.1 LVBC shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-

(a) solicitation documents, before the solicitation documents are officially issued;

(b) the examination, clarification, evaluation and comparison of bids before the best evaluated bidder notice is displayed..

26.2 Any effort by a Bidder to influence LVBC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact LVBC on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, LVBC may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by LVBC shall not be considered. LVBC's request for clarification and the response shall be in writing. The request for clarification shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by LVBC in the evaluation of the financial bids, in accordance with ITB Clause 29.4.

28. Compliance and Responsiveness of Bids

28.1 LVBC's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;

(b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of LVBC or the obligations of the bidder under the contract;

(c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or

(d) impacts the key factors of a procurement including cost, risk, time and quality and

causes -

(i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;

(ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or

(iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by LVBC and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

29.1 Provided that a bid is substantially compliant and responsive, LVBC may waive any non-conformity or omission in the bid that does not constitute a material deviation.

29.2 Provided that a bid is substantially compliant and responsive, LVBC 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.

29.3 Provided that a bid is substantially compliant and responsive, LVBC shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.

29.4 Provided that the bid is substantially compliant and responsive, LVBC shall correct arithmetic errors on the following basis:

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

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

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

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

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

30.1 LVBC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.

30.2 If after the examination of eligibility, LVBC determines that the Bidder is not eligible, it shall reject the bid.

30.3 LVBC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 LVBC shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

(a) the Bid Submission Sheet, including:
  (i) a brief description of the Services offered;
  (ii) the price of the bid; and
  (iii) the validity date of the bid;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Bidder;

(d) a Bid Security or Bid Securing Declaration, if applicable; and

(e) samples as may be required

31. Detailed Commercial and Technical Evaluation

31.1 LVBC shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, LVBC determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, LVBC shall convert all bid prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

33. Margin of Preference

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

33.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

(a) Group A: bids from providers incorporated or registered in LVBC where more than fifty percent of the bidder's capital is owned by EAC nationals;

(b) Group B: bids from joint ventures or associations registered in LVBC and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and

(c) Group C: all other bids which do not qualify for preference under paragraphs (a) or (b).

33.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide documentary evidence of their eligibility in accordance with paragraphs 33.2 (a) or (b) above.

34. Financial Comparison of Bids

34.1 LVBC shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

34.2 To financially evaluate a bid, LVBC shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

34.3 To financially compare bids, LVBC shall:

(a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;

(e) convert all bids to a single currency in accordance with ITB Clause 32;

(f) apply any margin of preference in accordance with ITB Clause 33; and

(g) determine the total evaluated price of each bid.

35. Determination of Best Evaluated Bid(s)

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

36. Post-qualification of the Bidder

36.1 LVBC shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 5, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualifications.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event LVBC shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

F. Award of Contract

37. Award Procedure

37.1 LVBC shall issue a Notice of Best Evaluated Bidder within five (5) days after the decision of the Procurement Committee to award a contract, place such a Notice on its website for a prescribed period.

37.2 No contract shall be signed for a period of at least ten (10) working days after the date of

display of the Best Evaluated Bidder.

37.3 LVBC shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

37.4 Negotiations will only be held in exceptional circumstances as provided for under the EAC Procurement Policy and Procedures Manual.

38. LVBC's Right to Accept or Reject Any or All Bids

38.1 LVBC 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 signature and issue by the LVBC, without thereby incurring any liability to Bidders.

39. Signing and Effectiveness of Contract

39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Attorney General where applicable, the LVBC shall sign a contract with the successful Bidder.

39.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

39.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

40. Debriefing

40.1 Where a bidder information on the reasons for the success of failure of their bid, LVBC shall promptly give the Bidder a written debrief after the signing of the contract.

41. Performance Security

41.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to LVBC a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Kenya or a foreign Bank through correspondence with a Bank located in Kenya. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient ground for annulment of the contract award. In this case, or where the successful Bidder fails to sign the contract in accordance with ITB Clause 39.2, the successful Bidder's Bid Security may be forfeited or the Bidder may be suspended by LVBC from participating in LVBC procurement processes under the terms of its Bid Securing Declaration. In that event, LVBC may award the Contract to the next best evaluated Bidder.

42. Advance Payment and Security

42.1 If so stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. The performance security shall be issued by a Bank located

in Kenya or a foreign Bank through correspondence with a Bank located in Kenya. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

43. Administrative Review

42.1 Bidders may seek an Administrative Review by the Executive Secretary in accordance with the EAC Procurement Policy and Procedures Manual if they are aggrieved with the decision of LVBC.

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
	A. General
ITB 1.1	The Buyer is: **Lake Victoria Basin Commission**
ITB 1.1	**Commencement:** The assignment is expected to commence on **1st July 2026.**
ITB 1.2	**Subject:** The subject of the procurement is: **Tender for Provision of Services to Lake Victoria Basin Commission for FY 2026/27-2027/28-2028/29**
ITB 1.2	**Reference:** The Procurement Reference Number is: **LVBC/SVS/2026/27**
	B. Bidding Document
ITB 7.1	**Clarification:** For clarification purposes only LVBC's address is: Attention: **Senior Procurement Officer** Street Address: **EAC Lake Victoria Basin Commission Headquarters, Nkrumah Road, Off Kisumu-Busia Highway** Floor/Room number: Town/City: **Kisumu** P. O Box No: **1510 - 40100** Country: **Kenya** Email: **procurement@lvbcom.org** LVBC will respond to any request for clarification provided that such request is received no later than **10 days** before tender closing date.
	C. Preparation of Bids
ITB 10.1	**Medium:** The medium of communication shall be in writing.
ITB 10.2	**Language:** The language for the bid is English.
ITB 11.2	**Pre-bid meeting:** A pre-bid meeting **shall not** be held.
ITB 12.1(f)	**itional bid information:** Additional information required in the bid includes: • Company Profile • Certificate of Registration / Incorporation / or equivalent • Business / Trading Licence / or equivalent • Tax identification references • Valid Tax Compliance Certificate

Instructions to Bidders Reference	Data relevant to the ITB
	• Audited Financial statement for the last three years / Bank Statements for Sole Proprietorship • Completed Bid Submission Sheet • Completed Bid Securing Declaration
ITB 14.3	**Prices:** The prices quoted by the Bidder shall be: **Fixed**
ITB 15.1	**Currency:** The currency of the bid shall be: **United States Dollars or EAC Partner States currencies.**
ITB 18.1	**Validity Period:** Bids shall be valid until, for **90 days**.
ITB 19.1	A Bid Security **shall not** be required. A Bid Securing Declaration **shall** be required
ITB 19.2	[Where a Bid Security is required insert "The amount and currency of the Bid Security shall be [insert the amount and currency required]]. **N/A**
ITB 19.3	The Bid Securing Declaration shall be valid until **10th September 2026** (Calculated as 28 days beyond the bid validity date above).
ITB 20.1	**Number of Copies:** In addition to the **Original** of the Bid, the number of copies required is: **One copy**
D. Submission and Opening of Bids	
ITB 22.1	**Bid Submission:** For bid submission purposes only, LVBC's address is : Attention: **Executive Secretary** Street Address: **EAC Lake Victoria Basin Commission Headquarters, Nkrumah Road, Off Kisumu-Busia Highway** Floor/ Room Number: **Ground floor, Tender Box**City: Kisumu Country: Kenya The deadline for bid submission is: Date: **15th May 2026** Time (local time): **11.00 EAT**
ITB 25.1	**Bid Opening:** The bid opening shall take place at: Street Address: **EAC-Lake Victoria Basin Commission Headquarters, Nkrumah Road, Off Kisumu-Busia Highway** Floor/Room number: **LVBC Conference Hall** City : Kisumu Country: Kenya Date: **15th May 2026** Time (local time) **11.30 EAT**

Instructions to Bidders Reference	Data relevant to the ITB
E. Evaluation of Bids	
ITB 32.1	**Conversion to Single Currency**: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **US Dollars** The source of exchange rate shall be: **Central Bank of Kenya** The date for the exchange rate shall be: **15th May 2026**
ITB 33.1	A margin of preference **shall not** apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITB 33.3	The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: **NOT APPLICABLE** _____ _____
F. Award of Contract	
ITB 42.1	The Advance Payment shall be limited to _____ percent of the Contract Price. **NOT APPLICABLE**

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: LVBC/SVS/2026/2027

A Evaluation Methodology

1. Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

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

2.2 The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;

(b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and

(c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

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

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.

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

(a) proof of registration issued by EAC for bidders currently registered with EAC or a copy of the Bidder's Trading licence or equivalent and a copy of the Bidder's Certificate of Registration or equivalent for bidders not currently registered with EAC;

(b) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;

(c) a declaration in the Bid Submission Sheet of nationality of the Bidder;

(d) a declaration that the Bidder is not under suspension by LVBC, an international organisation or any of the Partner States;

(e) fulfilment of obligations to pay taxes and social security contributions in any of the Partner States where applicable.

4. Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 30.3 and 30.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:

(a) acceptance of the conditions of the proposed contract;

(b) acceptable mobilisation period.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

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

D Financial Comparison Criteria

6. Costs to be included in Bid Price

6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:

(a) the unit and total rates in the Price Schedule;

(b) taxes, duties and levies;

7. Margin of Preference

7.1 If the BDS specifies the application of a margin of preference for the purpose of bid comparison, the following procedures will apply:

7.2 LVBC will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declarations in the Bid Submission Sheet and supporting evidence.

7.3 LVBC will then add the following margins to the evaluated bid price, as determined in accordance with paragraph 6.1 above, for the purpose of further comparison only:

(a) seven (7) percent of the bid price to all bids in Group C;

(b) four (4) percent of the bid price to all bids in Group B.

7.4 The lowest-evaluated bid shall be determined using the adjusted bid prices including added margins.

8. Determination of Best Evaluated Bid or Bids

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

E Post-qualification

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

Section 4. Bidding Forms

Table of Contents

Standard Bid Forms

1. Bid Submission Sheet 26
2 Bid Security 30
4. Price Schedule 32
5 Qualification Form 33

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

1. Bid Submission Sheet

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

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

To: **Lake Victoria Basin Commission**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: [*insert the number and issuing date of each Addenda*];

(b) We offer to provide the services in conformity with the Bidding Document for the [*insert a brief description of the Services*];

(c) The total price of our Bid is: [insert the total bid price in words and figures, indicating the amounts and currency]; This amount is exclusive of local taxes which we have estimated at [insert amount in words and figures];

(d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;

(e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

(f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;

(g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the LVBC (. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status];*

(h) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*

(i) We are eligible for a Margin of Preference in accordance with ITB Clause 33 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

[or]

We are not eligible for a Margin of Preference in accordance with ITB Clause 33;

(j) We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract;

(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 and address of	Purpose/Reason	Currency and

Recipient		Amount

[If none has been paid or is to be paid, indicate "none"]

(l) We are not participating, as Bidders, in more than one bid in this bidding process;

(m) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.4;

(n) We, our affiliates or subsidiaries—including any subcontractors or Providers for any part of the contract—have not been suspended by any relevant Authority in the Partner States from participating in public procurement;

(o) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;

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

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

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

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

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

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

ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

1. Ethical Principles

Bidders and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the Procurement Policy and Procedures of EAC; and

ii. any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

(a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept Procurement which would constitute a conflict of interest with, any prior or current contract with any LVBC. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

(1) Information given by bidders and providers in the course of procurement processes or the performance of Procurement shall be true, fair and not designed to mislead.

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of LVBC that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

(1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2)Bidders and providers shall not ask any LVBC official to do anything which is inconsistent with the provisions of the EAC Procurement Manual or the Procurement Code of Ethics.

7. Fraudulent Practices

Bidders and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving LVBC of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of LVBC; or utter false documents;

(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of LVBC; and

(f) withholding information from LVBC during contract execution to the detriment of LVBC.

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

----------	**----------**
AUTHORISED SIGNATORY	**NAME OF BIDDER/PROVIDER**

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

2. Bid Security

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

Procurement Reference No.: [insert Procurement Reference Number]

To: **Lake Victoria Basin Commission**

Whereas *[insert complete name of Bidder]* (hereinafter "the Bidder") has submitted its bid dated *[insert date (as day, month and year]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Services]*, hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Bid Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the Guarantor"), are bound unto the Lake Victoria Basin Commission (hereinafter "LVBC") in the sum of *[specify in words the amount and currency of the bid security] [specify the amount and currency in figures]*, for which payment well and truly to be made to the aforementioned LVBC, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this *[insert day in numbers]* day of *[insert month], [insert year]*.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or
2. If the Bidder, having been notified of the acceptance of its bid by LVBC, during the period of bid validity, fails or refuses to:
   (a) sign the Contract in accordance with ITB Clause 39; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 41; or
   (c) accept the correction of its bid by LVBC, pursuant to ITB Clause. 29;

   we undertake to pay LVBC up to the above amount upon receipt of its first written demand, without LVBC having to substantiate its demand, provided that in its demand LVBC states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[insert date in accordance with ITB Clause 19.3]*, and any demand in respect thereof should be received by the Guarantor no later than the above date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

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

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

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

[Use Bidder's Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

3. Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Procurement Reference. No.: *[insert Procurement Reference Number]*

To: **Lake Victoria Basin Commission**

We, the undersigned, declare that:

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

2. We accept that we may be suspended for three years by LVBC from being eligible for bidding in any contract with LVBC, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
(b) having been notified of the acceptance of our bid by LVBC 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 Clause 41; or (iii) fail or refuse to accept the correction of our bid by LVBC, pursuant to ITB Clause 29;

3. We understand this Bid Securing Declaration shall remain valid and including *[insert date in accordance with ITB Clause 19.3]*

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

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

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

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

Corporate Seal (where appropriate)

[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.]

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

4. Price Schedule

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

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

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

Activity	Input Qty	Unit of measure	Unit Price	Total Price
Local Taxes				
Total bid price				

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

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

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

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

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

[This Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.
The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.
Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

5. Qualification Form

Name of Bidder:	

1. The work performed providing Services of a similar nature and value over recent years is: *[List also details of Services under way or committed, including expected completion date.]*

No	**Name of Client and Contact Person**	**Type of Work Performed**	**Duration and Dates of Contract**	**Value of contract**

2. The major items of equipment proposed for carrying out the Services are:

Item of Equipment	**Description, make and age (years)**	**Condition (new, good, poor) and number available**	**Owned, leased, or to be purchased**

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

Position	Name	Years of Experience (general)	Year of Experience in proposed position

4. Banks that may provide references if contacted by LVBC are: *[State name, address and telephone, telex and facsimile numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

(a) the information contained in and attached to this form is true and accurate as of the date of bid submission:

or *[delete statement which does not apply]*

(b) the originally submitted pre-qualification information remains essentially correct as of the date of bid submission.

Signed: *[signature of person whose name and capacity are shown below]*
Name: *[insert complete name of person signing the Qualification Form]*
In the capacity of *[insert legal capacity of person signing the Qualification Form]*
Duly authorised to sign the Qualification Form
for and on behalf of: *[insert complete name of Bidder]*

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

Section 5. Eligible Countries

Procurement Reference Number:

All EAC Partner State countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of Kenya and/or the East African Community, prohibits commercial relations with that country, provided that EAC is satisfied that such exclusion does not preclude effective competition for the provision of services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Kenya prohibits any import of Services from that country or any payments to persons or entities in that country.

Section 6. Statement of Requirements

Procurement Reference Number: LVBC/SVS/2026/2027

Terms of Reference (Detailed TORs/Statement of Requirement are as per appendix)

LOT 01: Provision of Group Life Insurance Services
LOT 02: Provision of Air Ticketing Services
LOT 03: Provision of Courier Services
LOT 04: Provision of Security Services
LOT 05: Provision of Cleaning, Sanitary and Ground Maintenance Services
LOT 06: Provision of Fumigation Services
LOT 07: Provision of Insurance Services (Motor Vehicles, Assets, Fidelity Guarantee & Money cover)
LOT 08: Maintenance and Repair of Motor Vehicles
LOT 09: Maintenance and Repair of ICT Equipment
LOT 10: Maintenance and Repair of Air Conditioning Equipment
LOT 11: Provision of Garbage Collection services
LOT 12: Provision of Internet Services
LOT 13:Advertising Agent for Burundi, Rwanda, South Sudan, DR Congo and Somalia
LOT 14: Mechanical (Genset and UPSs) and Electrical Maintenance & Repair Works

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

Table of Clauses

A General Provisions 38
1 Definitions 38
2 Corrupt Practices 39
B The Contract 39
3 Contract Documents 39
4 Governing Law 40
5 Language 40
6 Notices 40
7 Assignment 40
8 Subcontracting 40
9 Change Orders and Contract Amendments 40
10 Change in Laws 41
11 Taxes and Duties 41
12 Force Majeure 41
13 Suspension of Assignment 42
14 Termination 43
15 Cessation of Rights and Obligations or Services 44
16 Cessation of Services 44
17 Settlement of Disputes 44
18 Liquidated Damages 44
19 Commencement of Services 45
20 Completion Period and Completion of the Services 45
C Obligations of LVBC 45
21 Provision of Information and Assistance 45
D Payment 45
22 Contract Price 45
23 Price Adjustments 46
24 General Payment Procedure 46
25 Advance Payment Guarantee 46
E Obligations of the Provider 47
26 Obligations of the Provider 47
27 Eligibility 47
28 Code of Conduct 47
29 Indemnification 47
30 Insurance to be Taken Out by the Provider 48
31 Accounting, Inspection and Auditing 48
F Performance of the Services 49
32 Scope of Services 49
33 Provider's Personnel 49
34 Working hours of the Personnel 49
35 Replacement of Personnel 49
36 Performance Security 49

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

A General Provisions

1 Definitions

1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:

(a) "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.

(b) "Contract Documents" means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

(c) "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

(d) "Day" means working day. "Month" means calendar month.

(e) "Eligible Countries" means the countries and territories eligible as listed in the SCC.

(f) "GCC" means the General Conditions of Contract.

(g) "Party" means LVBC or the Provider, as the case may be, and "Parties" means both of them.

(h) "Personnel" means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

(i) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by LVBC and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

(j) "SCC" means the Special Conditions of Contract.

(k) "Services" means the services to be performed by the Provider as described in the contract.

(l) "Subcontractor" means any natural person, private or government LVBC, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.

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

1.4 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between LVBC and the Provider.

2 Corrupt Practices

2.1 It is LVBC's policy to require that LVBC staff as well as Bidders and Providers under LVBC financed procurement, observe the highest standards 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 funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any contract irrespective of the funding source.

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

2.3 In pursuit of the policy defined in GCC Clause 2.1, LVBC may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of LVBC or of a Provider, during the procurement or the execution of that contract.

B The Contract

3 Contract Documents

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

(a) Agreement,

(b) Provider's Bid as amended by 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.

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

mutually explanatory.

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

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

3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by LVBC or the Provider may be taken or executed by the authorised representatives specified in the SCC.

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

4 Governing Law

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

5 Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and LVBC, shall be written in English unless specified otherwise in the SCC.

6 Notices

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

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

7 Assignment

7.1 LVBC or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8 Subcontracting

8.1 The Provider shall request approval in writing from LVBC of all sub-contracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.

8.2 Sub-contracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

9.1 LVBC may at any time request the Provider through notice in accordance with GCC

Clause 6, to make changes within the general scope of the Contract.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of LVBC's change order.

13.3 Prices to be charged by the Provider for any additional Services or any related Supplies or Works that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

10 Change in Laws

10.1 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 Kenya 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 Statement of Requirements and/o r the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11 Taxes and Duties

11.1 The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Kenya, in connection with the provision of the Services to be supplied under the Contract.

11.2 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 (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

12 Force Majeure

12.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil

disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 Force Majeure shall not include

(a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor

(b) any event which a diligent Party could reasonably have been expected to both:

(i) take into account from the effective date of the Contract; and

(ii) avoid or overcome in the carrying out of its obligations; nor

(c) insufficiency of funds or failure to make any payment required hereunder.

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

12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to

(a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and

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

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

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

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

13 Suspension of Assignment

13.1 LVBC may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

(a) specify the nature of the failure; and

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

after receipt by the Provider of such notice of suspension.

14 Termination

14.1 LVBC may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;

(b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to LVBC;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;

(d) the Provider submits to LVBC a statement which has a material effect on the rights, obligations or interests of LVBC and which LVBC knows to be false;

(e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;

(f) LVBC, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or

(g) the Provider, in the judgment of LVBC, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

(h) where the Tribunal direct that a contract should be terminated.

14.2. Termination for Convenience

(a) LVBC, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for LVBC's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by LVBC at the Contract terms and prices. For the remains supplies, LVBC may elect:

(i) to have any portion completed and delivered at the Contract terms and Prices: and/or

(ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.

14.3 The Provider may, by not less than thirty days written notice to LVBC, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d)

terminate the Contract if:

(a) LVBC fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;

(b) 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 Provider may have subsequently approved in writing) following the receipt by LVBC of the Provider's notice specifying such breach;

(c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or

(d) LVBC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.

14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 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 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 Cessation of Rights and Obligations or Services

15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or completion;

(b) the obligation of confidentiality set forth in GCC Clause 3;

(c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and

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

16 Cessation of Services

16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

17 Settlement of Disputes

17.1 LVBC and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.

17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with The Arbitration Act of Kenya or such other formal mechanism specified in the SCC.

18 Liquidated Damages

18.1 If so stated in the SCC, the Provider shall pay liquidated damages to LVBC at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. LVBC may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

18.2 If the Completion Date is extended after liquidated damages have been paid, LVBC shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Services

19.1 The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.

19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20 Completion Period and Completion of the Services

20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.

20.2 The completion of the Services shall be in accordance with the Agreement.

C Obligations of LVBC

21 Provision of Information and Assistance

21.1 LVBC shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to LVBC at the end of the period of the Contract.

21.2 LVBC shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.

21.3 LVBC shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

D Payment

22 Contract Price

22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in

the SCC.

22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.

22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

23.1 Procurement shall be at fixed prices which shall not be revised or varied.

24 General Payment Procedure

24.1 In consideration of the Services performed by the Provider under the Contract, LVBC shall make to the Provider such payments in such manner as is provided by the Contract.

24.2 Payments made by LVBC shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to LVBC in writing by production of an invoice supported by the documentation required and as specified in the SCC.

24.3 Unless otherwise specified in the SCC, payments shall be made by LVBC, no later than thirty days after submission of a request for payment by the Provider and its certification by LVBC. LVBC shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, LVBC shall promptly advise the Provider of the reasons for rejection.

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

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

25 Advance Payment Guarantee

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

25.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by LVBC from future payments due to the Provider under the contract.

25.3 If a Contract is terminated for any reason, the guarantee securing the advance may be

invoked in order to recover the balance of the advance still owed by the Provider.

E Obligations of the Provider

26 Obligations of the Provider

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

26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify LVBC against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.

26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of LVBC in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard LVBC's legitimate interests, pursuant to Conditions of this Contract

26.4 The Provider shall obtain LVBC's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;

(b) any other action that may be specified in the SCC.

26.5 The Provider shall furnish LVBC with any personnel data or information required by LVBC to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

27.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

28 Code of Conduct

28.1 The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of LVBC, and from engaging in any activity which conflicts with its obligations towards LVBC under the contract. It shall not commit LVBC without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

29 Indemnification

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

29.2 At its own expense, the Provider shall indemnify, protect and defend LVBC, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:

(a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the LVBC becomes aware of them;

(b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;

(c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

29.3 The aggregate liability of the Provider to the LVBC shall not exceed the total contract value or such other amount specified in the SCC.

29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) LVBC omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or

b) the improper execution of the Provider's instructions by agents, employees or independent contractors of LVBC.

29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

30 Insurance to be Taken Out by the Provider

30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by LVBC as shall be specified in the SCC.

29.2 The Provider shall at LVBC's request, provide evidence to LVBC showing that such insurance has been taken out and maintained.

31 Accounting, Inspection and Auditing

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

F Performance of the Services

32 Scope of Services

32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

33 Provider's Personnel

33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.

33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to LVBC, takes charge of the performance of the Services.

34 Working hours of the Personnel

34.1 Where the Services are performed on a regular basis at the premises of LVBC, the Provider shall work the hours agreed with LVBC where not specified in the Statement of Requirements or the SCC.

35 Replacement of Personnel

35.1 If LVBC requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

36 Performance Security

36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) 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.

36.2 The proceeds of the Performance Security shall be payable to LVBC as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

36.3 The Performance Security shall be in one of the forms stipulated by LVBC in the SCC, or in another form acceptable to LVBC.

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

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **LVBC/SVS/2026/2027**
GCC 1.2(e)	**Eligible Countries:** The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 3.1(f)	The other documents forming part of the Contract are: **Minutes of Negotiations where negotiations are conducted**
GCC 3.4	**Authorised Representatives:** The Authorised Representatives are: For LVBC: **The Executive Secretary** For the Provider:
GCC 4.1	**Law:** The Governing Law shall be the Laws of Kenya.
GCC 5.1	**Language:** The language of the contract shall be English.
GCC 6.1	For **notices**, LVBC's address shall be: Attention: **The Executive Secretary** Street Address: **EAC Lake Victoria Basin Commission Headquarters, Nkrumah Road, Off Kisumu-Busia Highway.** Floor/Room number: Town/City: **Kisumu** PO Box: 1510 - 40100 Country: **Kenya** Email address: procurement@lvbcom.org **copy:** opiyo@lvbcom.org For **notices**, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: PO Box: Country: Telephone: Facsimile number: Email address:
GCC 17.2	**Dispute settlement:** The Dispute settlement shall be amicably or arbitration in accordance with The East African Court of Justice.
GCC 18.1	Liquidated Damages **shall not** apply.

GCC clause reference	Special Conditions of Contract
	The liquidated damage shall be: **N/A**
GCC 19.1	**Commencement:** The Period within which Services shall have commenced following the date of the Agreement is: **1st July 2026**
GCC 20.1	**Completion:** The Services shall be completed by/shall be performed for a period of: **Three (3) years. The service provision under the contract shall be subjected to satisfactory annual performance evaluation.**
GCC 22.2	**Excluded costs:** The following costs are excluded from the Contract Price: **N/A**
GCC 22.3	**Payment Schedule:** The payment schedule shall be: **Monthly / Quarterly / Annually depending on the nature of service and as per Terms of Reference.**
GCC 24.2	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: **Signed worksheet / Confirmation of received services by LVBC's contract manager of the specific service.**
GCC 24.3	**Payment Period:** Payment shall be made by LVBC within **45 days** of receipt of the invoice and the relevant documents specified in Clause 24.2.
GCC 25.1	An Advancement Payment Guarantee **shall not** be required. The amount of the Advance Payment Guarantee shall be:.....**N/A**..... The period of validity of the Advance Payment Guarantee shall be:.....**N/A**....
GCC 26.4(b)	**LVBC's prior approval:** LVBC's prior approval is also required for:**N/A**
GCC 29.3	**Total Liability:** The total liability under the Contract shall be **equal to or less than the total Contract Value.**
GCC 30.1	**Insurance taken out by Provider:** The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 34.1	**Working hours:** The working hours for the Provider shall be**: As per Statement of Requirement.**
GCC 36.1	**Performance Security: NOT APPLICABLE.** The amount and currency of the Performance Security is: **NOT APPLICABLE**
GCC 36.3	**Form of Performance Security:** The forms of acceptable Performance Security are: **NOT APPLICABLE**

GCC clause reference	Special Conditions of Contract
GCC 36.4	**Discharge of Performance Security:** The Performance Security shall be discharged: **NOT APPLICABLE**

Section 9. Contract Forms

Table of Forms

Agreement **54**
Appendices **55**
Performance Security **106**

Agreement

For Lump Sum Procurement

Procurement Reference No: _____

This Agreement is made the _____day of the month of _____, _____,

between _____ of

(hereinafter called the "LVBC") and _____ of

_____ (hereinafter called the "Provider").

WHEREAS

(a) LVBC has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Provider having represented to LVBC that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree 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 Provider as indicated in this Agreement, the Provider hereby covenants with LVBC to provide the Services in conformity in all respects with the provisions of the Contract.
3. LVBC hereby covenants to pay the Provider in consideration of the provision of the Services, the Contract Price of _____ 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 Contract to be signed in their respective names as of the day and year first above written.

Signed by _____(LVBC)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Appendices

Statement of Requirements (including Detailed Terms of Reference and Evaluation Grids)

MANDATORY ELIGIBILITY CRITERIA

This is a preliminary and administrative evaluation criterion applicable to all Bidders and is mandatory. Bidders who do not submit the mandatory requirements shall be disqualified.

	Mandatory requirement (Eligibility criteria)
	Documents that must be submitted with the Proposal are: • Company Profile • Certificate of Registration / Incorporation / or equivalent • Business / Trading Licence / or equivalent • Tax identification references • Valid Tax Compliance Certificate • Audited Financial statement for the last three years / Bank Statements for Sole Proprietorship • Completed Bid Submission Sheet • Completed Bid Securing Declaration

STATEMENT OF REQUIREMENTS & EVALUATION GRIDS FOR PROVISION OF SERVICES: REF. No. LVBC/SVS/2026/2027

LOT 1: GROUP LIFE INSURANCE SERVICES - LVBC/SVS/26-27/01.

SCOPE OF COVER

- Group life shall cover 37 members of staff currently at LVBC,
- The benefit shall cover LVBC employees only
- The Cover shall include Group life, Permanent Total Disability and Group Personal Accident
- Bidders may request for information related to employees' benefits to enable them arrive at an informed judgment on the cost of cover to be extended to the Commission.
- This services shall cover a period of three years, subject to annual performance evaluation.
- New members of staff shall be included in the scheme at the prevailing premium rates on prorate basis

Population:	The benefit shall cover 37 employees. LVBC will avail a list of its employees together with their current salaries to the successful bidder.
Benefit Payable:	During the period of cover, existing employees of LVBC and also for any new employee, the benefit will be based on Five (5) Times Annual basic salary.
Beneficiary Nomination:	Each member of LVBC staff will nominate one or more beneficiaries. The benefit must be payable through LVBC within two weeks on submission of the original death certificate.
Duration:	The scheme will run for a period of three years effective from the date of contract agreement. The member's cover will cease immediately she/he leaves the service of LVBC. It will also cease if LVBC terminates the contract
Last Expense:	An inbuilt last expense rider of USD 5,000$ shall be included alongside Group Life Cover. The last expense amount policy shall be paid within 48 hours of notification of demise of a covered member.
Total Annual Salary:	The estimated annual salary for **37** LVBC employees is **USD $821,788.40**

	Item	Description	Benefit
1	Death	The insurer will pay the principal sum if injury results in loss of an insured life.	5 years Earning
2	Permanent Disability	In the event of the life assured becoming permanently disabled following an accident or occupational diseases, the insurer will pay a percentage of the sum assured.	5 Years Earning
3	Temporary Total Disablement (Weekly in Capacity 104 Weeks)	In the event of the life assured becoming temporary disabled following an accident or occupational diseases, the company will pay a defined weekly benefit for the period of the injury subject to a maximum.	104 Weeks
4	Medical Expenses	Reimbursement of medical expenses caused by accident.	USD 50,000
5	Last Expense	Funeral expenses shall become payable upon proof of death of the insured from accidental cause	USD 5,000
6	Artificial Appliances	Under Medical Expenses benefit	USD 5,000

Requirements

The Insurance Underwriter Company must meet the following conditions:

1. Understanding of Staff Group Life Insurance Scheme Management
2. Provide a list of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no
3. Must attach CV's of at least 3 key staff indicating qualifications and experience in insurance matters.
4. Present the Approach for premium calculation
5. The Underwriter Company must provide a range of products and benefits available related but not limited to:
   - Group Life
   - Permanent Total Disability
   - Group Personal accident and occupational diseases
6. The submission will include also the modalities of Reimbursement of medical expenses caused by accident.

7. The Underwriter Company shall indicate detailed benefits and sum insured in terms of percentages for the following events:
   - Death
   - Permanent Disablement
   - Permanent dismemberment, loss of sight, hearing and speech, Head, face, eyes, nose, neck, pelvis, chest/trunk, spine, abdomen, urinary and genital organs, hands, thumbs and finders, shoulder and arms, legs and toes.

8. Shall have done Annual Gross premiums in previous year (2025) of at least **USD 5 million** in group life insurance business.

9. Shall have a paid-up capital of at least **USD 5 million**

10. Shall give evidence of experience in provision of similar services and magnitude in the last 10 (ten) years of at least 10 (ten) reputable clients for group life insurance. Details of services underway or contractually committed, and names and addresses of clients/References who may be contacted for further information on those contracts should also be provided.

11. Shall provide a list and evidence of five (5) clients with premiums of USD 70,000 and above (for each client)
12. Shall provide proof of credit worthiness from the firm's bankers
13. Shall provide evidence of 'Re-Insurance' arrangements of group life cover
14. Shall provide proof of prompt claims settlement
15. Shall submit evidence on financial standing such as profit and loss statements and audited accounts for the preceding 3 years signed by the auditor(s) who are approved by a Relevant Accounting Institute within the Region. This will be used to determine solvency and liquidity of the Insurance Company.
16. Shall be a member of a Relevant Association of Insurers in East Africa
17. Shall provide information regarding litigation in which the insurance Company is in, the parties concerned and the disputed amount- If any.
18. Shall provide exclusions and any limitations to the life cover.
19. Complete the form of tender and price schedule in the formats provided
20. Any other information or documents which in your opinion may assist in the objective evaluation of your proposal

TECHNICAL EVALUATION GRID

REQUIREMENT	**PASS / FAIL**
Registration with an Insurance Regulatory Authority within the East Africa Community region as an 'INSURANCE UNDERWRITER' for the current year and a copy of the current license shall be submitted as evidence	
Membership of a Relevant Association of Insurers in East	

Africa region		
Experience in provision of similar services and magnitude in the last 10 (ten) years of at least 10 (ten) reputable clients for group life insurance. Provide a list of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no.		
A list and evidence of ten (5) clients with premiums of USD 70,000 USD and above (for each client)		
Annual Gross premiums in previous year (2021) of at least USD.5 million in Group Life insurance business.		
Experience and qualification of 3 key personnel (Attach CVs)		
Approach for premium calculation		
Proof of Re-insurance		
Range of products and benefits available related to :		
Group life		
Permanent Total Disability		
Group Personal Accident		
Reimbursement of medical expenses caused by accident.		
Indicate detailed benefits and sum insured in terms of percentages		
Benefit	**Sum Insured**	
Death		
Permanent Disablement		
Permanent dismemberment, loss of sight, hearing and speech		
Head		
Face		
Eyes		
Nose		
Neck		
Pelvis		
Chest/ Trunk/spine		
Abdomen		
Urinary and genital organs		

Hands		
Thumbs and fingers		
Shoulder and arms		
Legs and toes		
Reimbursement of medical expenses caused by accident.		
Overseas coverage		

LOT 02: AIR TICKETING SERVICES – LVBC/SVS/26-27/02

SCOPE OF SERVICES

a) Objective

1. The proposed contract with the Travel Agent will cover airline ticketing and incidental services such as issuance/delivery, revalidation, re-routing, re-issuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for LVBC staff (for purposes of official and non-official/personal travels) and consultants, delegates and participants attending meetings or on official business of LVBC.
2. The Successful bidder ("the Travel Agent") will be required to sign a contract with LVBC to perform travel services specified under Terms of Reference and agreeing to clearly identified service levels. The contract shall be for three years subject to annual performance evaluation and satisfactory performance.

b) EAC Travel policy

The Travel Agent is required to take into consideration the most direct routing and least costly fares and to research alternate itineraries in order to provide the lowest appropriate fares. Business class tickets are limited to only Executives while staffs are to travel on economy tickets. The Travel Agent must be knowledgeable of and be prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate and be able to negotiate for discounted rates with airlines. Fares which entail restrictive conditions shall only be booked with the express approval of LVBC.

c) Scope of Services

The following is the scope of services requirement for LVBC:

1. The Travel Agent shall appoint dedicated personnel(s) to be responsible for LVBC air ticketing and related services
2. The Travel agent shall provide continuous and reliable travel services on 24 hours basis.
3. For every LVBC duly approved travel request, the Agent shall immediately make reservations and prepare appropriate itineraries and quotations based on the lowest fare and the most direct routing.
4. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
5. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
6. The Travel Agent shall issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey, where necessary tickets and billing shall be modified or issued to reflect changes affecting travel and make appropriate adjustments for any change(s).

7. The Travel agent shall issue and deliver tickets or e-tickets, based upon proper authority from LVBC in the case of official travel. Tickets shall routinely be provided no earlier than two or three days in advance of travel unless required otherwise.
8. The Travel Agent shall accurately advise LVBC of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
9. The Travel Agent shall only act on travel requests for official travel submitted by the responsible staff of LVBC and Local Purchase Order on confirmation.
10. The Travel Agent shall provide an information service to notify LVBC and the traveler of such events as airport closings, cancelled or delayed flights and strike situations as well as of political or safety conditions, which may affect travel to any particular destination.
11. The Travel Agent shall provide official travelers with last seat availability, advance seat assignments and advance booking passes on all airlines for which the Travel Agent can offer these services.
12. The Travel agent shall provide reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing, or fare structures and printed itineraries showing complete information on status of reservations on all carriers.
13. The Travel Agent shall provide each traveler a complete, printed itinerary documents which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international date lines.
14. The Travel Agent shall carry out investigations on any complaints from travelers and follow ups
15. The travel Agent may, as an ancillary service, provide personal travel services to LVBC Members and Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of LVBC. LVBC assumes no financial liability for such services.
16. The Travel Agent shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by LVBC, setting forth the traveler's preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travelers travel arrangements.

d) **Management reports**

1. The Travel Agent shall provide LVBC with management information reports consisting of sales activity showing detailed analysis of the number of trips, destinations, carriers used, savings achieved from the carrier's lowest fare.
2. The Travel Agent shall hold meetings with LVBC Travels services personnel at intervals to be agreed upon, to address any issues or problems which may arise.
3. LVBC shall be reimbursed by the Travel Agent for partly of fully unused tickets, subject to applicable regulations.

e) Service Standards

1. The Travel Agent shall provide the necessary Personnel to provide prompt, courteous and efficient service to LVBC. The number of assigned or dedicated personnel shall be sufficient to meet all services requirements under this Terms of Reference.
2. The minimum Experience for the dedicated Travel Agent personnel assigned to this account shall be 3 years. Pre-employment screening may be requested by LVBC to test language proficiency and professional skills and pleasant personality of the assigned personnel.
3. The Travel Agent is responsible for providing replacement personnel in case of absenteeism, vacation, sick days off etc of the regular personnel assigned.
4. The Travel Agent must be fully equipped with a fully automated accounting system interfaced with computer reservation system to cater for LVBC requirements.
5. The Travel Agent shall not favour any particular carrier when making reservations. The Travel Agent shall maintain excellent relations with all carriers for the benefit of LVBC. The Carrier must be of standards suitable for EAC – LVBC employees.

GENERAL REQUIREMENTS

- **i.** Accreditation with the International Air Transportation Association (IATA)
- **ii.** Maintains a good track record in serving international organizations, embassies and multi-national corporations; list of corporate clients must be provided.
- **iii.** Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae.
- **iv.** Financially stable- Annual reports or audited financial statements for the last 3 years and prove of payment of taxes to be provided.
- **v.** Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment and online booking tool.
- **vi.** Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference.
- vii. Have a ticketing office in Kisumu City to enable handle deliveries of tickets in case of system failure or solving of other issues promptly and in person
- **viii.** Have in its current office all the necessary equipment and facilities and sufficient number of experienced and professionally trained travel experts and staff to handle LVBC requirements
- **ix.** Experience in air travel industry (Minimum 4 years)
- **x.** Branch network (Availability of branches in partner states capital cities) if available or partner agents in other countries

- **x.** Proposed Cost saving measures and improved handling mechanisms for refunds on unutilised or cancelled tickets.

- **xii.** Proposed Handling of refunds for unused tickets, change of bookings and any other customer complaints

- **xiii**. Provision of Visa Processing services on request

xiv. Provision of Hotel Booking Services (outside the East African region) on request

xv. Provision of airport transfer services on request

Xvi Operating license issued by the country of operation
Xvii IATA certificate approving authorization to operate a travel agency in the Country of operations
Xviii List of affiliated local, national or international travel agencies;

Xix List of major customers and description of type of services provided

TECHNICAL EVALUATION GRID

REQUIREMENT	**PASS / FAIL**
Accreditation with the International Air Transportation Association (IATA)	
Experience in the business for the past 4 years (Attach at least 5 copies of LPOs / contracts / letters of award as evidence)	
Provide a list of top 5 corporate clients you offer services to within the past 5 years	
Experience and qualification of key personnel (Attach CVs)	
Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment and online booking tool	
List of affiliated local, national or international travel agencies	
List of Airlines in partnership with the Travel Agent	

FINANCIAL PROPOSAL (TO BE SEALED IN A SEPARATE ENVELOPE)

Proposed Service Fee charges and applicable taxes per ticket and related terms and conditions for travels:

a) Within Kenya (economy and business class)
b) Within East African Community partner states region (economy and business class)
c) The rest of African Countries (economy and business class)
d) Outside Africa – Europe, USA, Australia etc (economy and business class)

LOT 03: PROVISION OF COURIER SERVICES – LVBC/SVS/26-27/03

SCOPE OF WORK

- Collection and delivery of letters, parcels, packages from LVBC Offices in Kisumu, Kenya to various destinations including Cities and towns in Kenya and Capital cities and towns of EAC Partner States (Uganda, Kenya, Tanzania, Burundi, Rwanda, South Sudan, DR Congo & Somalia), other Africa cities and overseas.
- The main collection point, LVBC offices, Nkrumah Road Off Kisumu-Busia highway, Kisumu – Kenya.

- Occasionally the courier may be required to collect LVBC parcels from Partner States capitals for distribution.
- Show method of tracking parcels in transit

TECHNICAL EVALUATIO GRID

REQUIREMENTS	PASS/FAIL
List of current and previous assignments indicating- Name of client, Period and duration of the contract	
Range of products offered	
Qualifications and experience of personnel relevant to the services	
Staffing: Relevant experience of personnel and available personnel. (Attach C.Vs)	
Location and availability of offices in the East African Region	
Capability of Handling of extra-large parcels	
Evidence of range of handling equipment	
Billing of deliveries	
Packaging and marking (indicate packaging used)	
Handling of undelivered cargo	
Tracking/tracing systems and feedback mechanism on cargo delivery	
Mode of communication and transportation	
Shipment insurance and security(Attach copy of Insurance cover notes)	

FINANCIAL PROPOSAL (To be sealed in separate envelope)

Demonstrate pricing per letter, parcel, and baggage as per the listed locations below and or any other locations. All prices must clearly indicate applicable taxes. You may attach the price tariffs with clear breakdowns or adjust provided pricing schedule guide accordingly.

Location / destination	Pricing
Pricing schedule for local deliveries within Kenya	
Price schedule for regional deliveries (within EAC)	

Price Schedule for deliveries in the rest of Africa	
Price schedule for overseas deliveries outside Africa	

LOT 04: PROVISION OF SECURITY SERVICES – LVBC/SVS/26-27/04

Scope of Services

- Provision of 24-Hour Security and Protection Services for the Executive Secretary's Residence and 24-Hour to the Lake Victoria Basin Commission Headquarters, Nkrumah Road, off Kisumu–Busia Road, Kisumu, including the protection of occupants and staff.
- The contract shall be for a period of three (3) years subject to annual performance evaluation. The services are payable monthly.
- The firm shall provide the services throughout the month including weekends and public holidays
- The security firm shall ensure their guards are equipped with security gadgets e.g. radio, whistle, alarm
- The security firm shall have Insurance coverage

- Compensation for loss or damages of the property within the premises
- Provide well trained, smart and disciplined guards who are alert and keen with the surroundings or environment

I. Security Services at the Executive Secretary's Residence

- Provide security and safety for one residential house for the Executive Secretary on a 24 hour basis including manning the gate
- The residence shall be guarded by **one** well trained and uniformed guard during the day and **one** during the night
- The guards must patrol the residence frequently
- Provision of an alarm system at the residence
- Shifts and change-over times after 12 hours

II. Security Services at LVBC offices

- Provision of security and safety services for the Lake Victoria Basin Commission offices in Kisumu on a 24-hour basis.
- The guards must patrol the office premises frequently
- The guards must ensure that the offices are all locked in the night, weekends and holidays when not in use
- Provision of an alarm system at LVBC Headquarters
- The guards shall man the following areas:

Area	**No. of Day/Night guards**
Main Gate A)	2
Gate B	1(12 -hour basis)
Reception area Ground floor and entire floor	1 (12 -hour basis)
Total guards	**4**

TECHNICAL EVALUATION GRID

REQUIREMENT	**FASS/FAIL**
List of current and previous major assignments (at least 10) indicating - Name of client, Period and duration of the contract (attach copies of LPOs and/or contracts where applicable)	
Equipment	
Motor vehicles (at least 6)	
Alarms	
Motor bikes / Bicycles (at least 6)	

Scanners and handheld metal detectors	
Radio and any other relevant equipment	
Experience and qualification of Managing Director, Operations Manager, Supervisors (attach CVs)	
Insurance policy (attach cover note and proof of insurance arrangements)- Fidelity cover for security company staff against theft	
Demonstrable Guard supervision system	
Demonstrable Methodologies of the guarding system	
Patrol arrangements	
Guard salary structure	
Provision of relief personnel	
Days off and annual/ sick leave	
Training programs	
Guards' Contracts (attach at least 10 copies)	

FINANCIAL PROPOSAL (To be sealed in a separate envelope)

Pricing Schedule

Service	**No. of Guards**	**Rate per Guard per month (excl. VAT)**	**Total charges per Month**
Guarding charges at ES Residence	2		
Alarm per month at ES residence	1		
Guarding charges at LVBC Offices	4		
Alarm per month at LVBC Offices	1		
Total Annual			
VAT			

LOT 05: PROVISION OF CLEANING, SANITARY, AND GROUND MAINTENANCE SERVICES – LVBC/SVS/26-27/05

(i) SCOPE OF CLEANING SERVICES

- Office cleaning involves the Lake Victoria Basin Commission (LVBC) headquarters building located on Nkrumah Road, off Kisumu–Busia Road, which comprises the Ground, First, and Second Floors.
- A minimum of Eight (8) personnel shall be required
- The Bidder is advised to visit the site (LVBC offices) to understand the scope of services expected and for proper pricing.
- The Contract shall run for a period of three years subject to annual performance evaluation.

1.0 ROUTINE SERVICES

a) Dust all furniture, windowsills and equipment.

b) All dustbins must be emptied and cleaned, two times a day.

c) Paper must be separated from the general garbage and put into black refuse bag and handed in at registry offices on the first floor.

d) The cleaning of toilets must receive preference followed by reception, offices, rooms, passages, kitchens, entrance halls and lifts and stores.

e) Provide hot water and clean the crockery and cutlery three times a day at 08:30am, 09:30am and 2:30pm

f) All toilets, basins and mirrors must be cleaned and disinfected TWO times a day (7:00am, and 2:00pm)
g) Replenish consumables in toilets two times a day (7:00am and 2:00pm).
h) Sweep, scrub and polish floors of the lifts and clean mirrors and cart doors.
i) All skirting, windowsills and doors must be cleaned.
j) A dash of air-freshener must be sprayed in all toilets, conference rooms and waiting areas.
k) Treating of rodents (rats, mice and crawling insects) as and when required. The pesticides must be odourless and not harmful to humans.
l) Sweeping moping and buff all floors, and its surrounding on daily basis
m) To clean glass doors and windows including glass partitioning
n) To clean and shampoo all carpets at least fortnightly
o) Removal of cobwebs
p) Collection and disposal of ALL waste and garbage from offices
q) To dust once every day all windows doors, furniture, computer and any other office equipment and ensure all are clean and free from dust, cobwebs, wetness and litter
r) Cleaning scrubbing of floor tiles, washbasins, kitchen rooms and any other areas.
s) Upkeep and maintenance of flowers and flowerpots in the above-mentioned premises (watering and pruning, and addition of manure etc)
t) Gardening/ grass cutting of footpath way to and parking area at EAC Customs offices.
u) To make available at all the times, air fresheners, detergents, disinfectants and toilet paper etc.
v) All other relevant services related to cleanliness of the above-mentioned areas.
w) Handle with care all the office furniture and equipment during cleaning exercise.
x) Possession of necessary tools and equipment to facilitate effective cleaning eg mops. Vacuum cleaner, trolleys, window /glass cleaning kits and any other necessary requirements
y) Cleaning chemicals should conform to health and ISO standards
z) To do all the above during periods and such manner so as not to cause any inconvenience whatsoever to the operations of the Community and its personnel working in the premises.

1.1 DAILY/WEEKLY DUTIES

- Vacuum all carpeted areas.
- Spot clean glass doors, windows and glass partitions
- Clean and polish chrome surfaces
- The walls of the toilets must be cleaned and disinfected.
- Clean louvers and louvered doors.
- Wipe and disinfect telephone instruments
- Clean and polish furniture
- Remove spots on carpets

1.2 MONTHLY DUTIES

- General thorough cleaning of all areas
- Clean all windows and doors
- Clean windows in all public areas, foyers, passages, toilets etc.

(ii) SCOPE OF SANITARY SERVICES

• Emptying and replacement of 5 sanitary / she bins in the ladies washrooms located on Ground floor, first and Second floors, twice a month.
• Handling the bins in a hygiene and discrete manner void of odour while replacing bins within the office premises

(iii) SCOPE OF GROUND MAINTENANCE SERVICES

The Service provider shall provide ground maintenance services for the outdoor areas surrounding the LVBC premises.

The services shall include but not be limited to:

- Cutting and trimming grass within the compound and surrounding areas.
- Maintenance of gardens, flower beds, hedges and ornamental plants.
- Watering, pruning and fertilizing plants and flowers.
- Sweeping and cleaning of walkways, pavements and parking areas.
- Removal of weeds and unwanted vegetation.
- Collection and proper disposal of garden waste and debris.
- Maintaining cleanliness and neatness of the compound at all times.

EVALUATION GRID

Requirement	**PASS/FAIL**
Cleaning Services - List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone (General experience of the firm, and proof that they have performed similar services	
Sanitary Services - List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone (General experience of the firm, and proof that they have performed similar services	

Gound Maintenance - List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone (General experience of the firm, and proof that they have performed similar services.	
Daily, Weekly and monthly, quarterly and biannual cleaning schedule	
Tools and equipment proposed for the assignment and their quality as specified	
Standard and procedure for monitoring evaluation and quality service – supervision and inspections	
List and type of chemicals to be used during cleaning	
Specific qualifications and experience of key personnel i.e. certificate (Attach CVs) **Supervisor** Minimum of Three (3) years' experience is needed from the team leader	
Salaries/ wages of and benefits of employees, attach 3 contracts	
Insurance policy for employees	
Site Visit Certificate	

FINANCIAL PROPOSAL

(To be sealed in separate envelope)

Requirement	**Monthly COST**
Ground floor offices, washrooms and common areas	
1st floor offices, washrooms and common areas	
2nd floor offices, washrooms and common areas	
Ground maintenance services	
Emptying of 5 sanitary bins twice a month	

Total monthly charges	
Annual cost	
VAT	

LOT 06: PROVISION OF FUMIGATION SERVICES – LVBC/SVS/26-27/06

SCOPE OF SERVICES

- Fumigating all LVBC offices on quarterly basis, in the offices, kitchens, washrooms and common areas on Ground floor, 1st floor and 2nd floor.
- Use of high-quality fumigation chemicals
- LVBC may request for the services at any other time
- The Bidder is expected to visit the site (LVBC offices) to understand the scope of services expected and for proper pricing. A **site visit certificate** will be issued.

EVALUATION GRID

Requirement	**PASS/FAIL**
Submit a copy of Pest Control Products Board Certification	
Company Experience; List of 5 major current and previous assignments indicating - Name of client, Period and duration of the contract, contacts person and telephone	
Standard and procedure for quality service	
List and type of chemicals to be used during fumigation	
Site Visit Certificate	

FINANCIAL PROPOSAL (To be sealed in a separate envelope)

Item	Rate per quarter
Fumigation on Ground floor	
Fumigation on First floor/Kitchen	
Fumigation on Second floor	
Total per quarter	
Annual cost	
VAT	

LOT 07: PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES, ASSETS, FIDELITY GUARANTEE & MONEY COVER – LVBC/SVS/26-27/07

SCOPE OF INSURANCE COVER

- LVBC Insurance cover shall include annual covers for motor vehicles, assets, fidelity guarantee and money cover as per the scope of covers below.
- The covers shall run for a contract period of three (3) years subject to annual performance evaluation
- The proposed premiums shall be quoted using an annual rate
- Placement of annual cover shall be subject to valuation of motor vehicles by a reputable motor vehicle valuation firm

A. MOTOR VEHICLES COVER

- The Commission operates a fleet of Eight (8) motor vehicles as indicated in the list below.
- The insurance firm shall place new covers and extend covers for motor vehicles on instructions by LVBC
- The Vehicle should be insured with Comprehensive insurance cover for a period of three years subject to annual performance evaluation
- Ensure insurance stickers are submitted to LVBC in a timely manner
- EAC Motor Vehicles travel across the East African partner states and the cover is expected to extend to all such areas under the COMESA insurance
- The company shall process insurance claims in a timely manner and also advise LVBC on matters related to insurance
- The insurance cover shall include Excess protector and cover Riots
- The insurance firm may list any other benefits proposed and priced separately

No.	REGISTRATION NUMBER	MAKE / MODEL	BODY	EST. VALUE IN USD
1	CD1EAC047	Toyota Hilux	Pickup	7,790
2	CD1EAC039	Toyota Fortuner	Station Wagon	29,991
3	CD1EAC040	Toyota Prado	Station Wagon	51,803
4	CD1EAC041	Toyota Prado	Station Wagon	37,782
5	CD1EAC049	Toyota Prado	Station Wagon	44,013
6	CD1EAC051	Toyota Landcruiser Prado	Station Wagon	60,450
7	CD1EAC052	Toyota Landcruiser Prado	Station Wagon	60,450
8	CD1EAC057	ZHONGTONG LCK6126SA – 26-seater	Bus	32,718
	TOTAL VALUE			**324,997**

B. INSURANCE OF OTHER LVBC ASSETS (FURNITURE, EQUPMENT, FIXTURES & FITTINGS)

- Provision of Insurance Cover of LVBC Assets being but not limited to office furniture, computer equipment, office equipment, fixtures and fittings, and all LVBC assets at an estimated total value of **US$ 205,619**.

- The insurance sub-class for the assets shall include:
  (i) Fire & Perils,
  (ii) Burglary / Theft and
  (iii)Riots

- The covers shall be extended to new assets from time to time upon acquisition on prorate basis

- The Insurance firm shall advise the LVBC on insurance matters and risks for appropriate cover consideration.

C. FIDELITY GUARANTEE COVER

- The cover shall be on blanket basis for Four (4) Accounts staff, One (1) Secretaries and One (1) Stores Staff – Total number of staff is 6.
- The Limit of Indemnity is US$ 50,000
- Defined events include loss of money and / or other property belonging to the insured or for which they are responsible and in trust of commission stolen by an insured employee
- Direct financial loss sustained by the insured as a result of fraud or dishonesty of an insured employee all of which occurs during the currency of this section results in personal financial gain for the employee concerned and / or for other.

D. MONEY COVER

- The cover shall be for **Cash In Transit** The insurance cover shall apply to cash in transit from the bank in Kisumu to the LVBC office premises in Kisumu, as well as to designated meeting venues within Kisumu**.**
- The cover shall further extend to cash in transit from banks to meeting venues across other towns within the Republic of Kenya and the East African Community Partner States, including the Republic of Uganda, the Republic of Rwanda, the Republic of Burundi, and the United Republic of Tanzania. the Republic of South Sudan, the Federal Republic of Somalia, and the Democratic Republic of Congo
-
- The sum insured is US$ 20,000 per carry
- Approximately there are five (5) major meetings with CIT in one year

- The scope of cover includes loss or damage to money (money shall mean cash, bank and currency notes, cheques, postal orders, money orders, and other instruments defined as money as guided by the insurance company)

EVALUATION GRID

ITEM	PASS / FAIL
Evidence of experience in provision of general insurance services and magnitude in the last 3 (three) years of at least 5 (five) reputable clients and the total clients premiums. Attach names of clientele, contacts, value of contract and copies of LPOs or contracts	
Proof of experience in provision of motor vehicle insurance – attach at least 3 copies of LPOs/ Contracts/ letters of award	
Proof of experience in provision of insurance cover for assets (fire & perils, Burglary / theft– attach at least 3 copies of LPOs/ Contracts/ Letters of award	
Proof of experience in provision of insurance cover for money – attach at least 3 copies of LPOs/ Contracts/ letters of award	
Proof of Re insurance	
Qualifications and experience in insurance matters of at least 3 (three) key members of staff who will manage the LVBC scheme.	
Proposed benefits provided with cover(s)	

FINANCIAL PROPOSAL (To be submitted in a separate sealed envelope)

(a) Motor Vehicle Insurance (per annum)

no.	registration number	make / model	est. value in USD	premium rate %	premium amount (in USD / local currency	other levies Duties	total comprehensive premium	COMESA cover rate	total insurance cover cost
1	CD1EAC047	Toyota Hilux	7,790						
2	CD1EAC039	Toyota Fortuner	29,991						
3	CD1EAC040	Toyota Prado	51,803						
4	CD1EAC041	Toyota Prado	37,782						

5	CD1EAC049	Toyota Prado	44,013						
6	CD1EAC051	Toyota Landcruiser Prado	60,450						
7	CD1EAC052	Toyota Landcruiser Prado	60,450						
8	CD1EAC057	Bus	32,718						
	TOTAL ANNUAL PREMIUM								

Indicate Cost of Insurance Extensions

(i) Cost of Excess Protector
(ii) Cost of Riots
(iii)Any other proposed extensions

	Class of insurance	**Sum Insured**	**Premium Rate**	**Annual Premiums in USD**
(b)	**Cover for Assets**			
(i)	Fire & Perils			
(ii)	Burglary / Theft			
(iii)	Riots			
(c)	Fidelity Guarantee			
(d)	Money Cover (Cash in Transit)			

LOT 8: MAINTENANCE & REPAIR OF MOTOR VEHICLES – LVBC/SVS/26-27/08

SCOPE OF SERVICES

- The Commission operates a fleet of 8 motor vehicles of various models as per the schedule below.
- The vehicles shall undergo routine maintenance as per recommended mileage requirements

- The service provider shall inspect and advise of any defect that requires attention and provide recommendation to remedy
- Garages are expected to take utmost care of LVBC cars during maintenance and repairs
- The garages or service stations shall use acceptable and good quality products including oils, lubricants and parts in carrying out the service
- Security measures are of great essence
- Garages shall maintain insurance against burglary, fire and any other cover deemed necessary
- Garages are expected to have all the necessary tools and equipment
- A physical inspection of the garages shall be conducted as part of the evaluation process

No.	REGISTRATION NUMBER	MAKE / MODEL	BODY
1	CD1EAC047	Toyota Hilux	Pickup
2	CD1EAC039	Toyota Fortuner	Station wagon
3	CD1EAC040	Toyota Prado	Station wagon
4	CD1EAC041	Toyota Prado	Station wagon
5	CD1EAC049	Toyota Prado	Station wagon
6	CD1EAC051	Toyota Landcruiser Prado	Station wagon
7	CD1EAC052	Toyota Landcruiser Prado	Station wagon
8	CD1EAC057	ZHONGTONG LCK6126SA – 26-seater	Bus

EVALUATION GRID

REQUIREMENTS	PASS/FAIL
List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone no	
Number and qualifications of key personnel (attach CVs)	
Relevant experience of key personnel	
Security measures within the garage premises	
Insurance against fire, burglary, comprehensive garage number plates	
Layout- service bays, cleaning bay, engine room, panel beating area, parking area etc	

Equipment and facilities e.g. inspection kits, toolboxes, electric hydraulics hoists, compressed air equipment, breakdown, fire extinguishers	
Size and space available for parking and servicing motor vehicles.	

FINANCIAL PROPOSAL (Should be sealed in a separate envelope)

The Price schedule should clearly indicate the charges for minor, normal and major services. The schedule is a guide; firms may attach their rates as per service. For any other parts needed for replacement, the firm shall submit a quotation for the spare parts for approval and issuance of LPO**.**

PRICE SCHEDULE

		MINOR SERVICE	**NORMAL SERVICE**	**MAJOR SERVICE**
	Item	**Price**	**Price**	**Price**
	TOYOTA PICK -UP			
1	Labour charge			
2	Greasing			
3	Changing oil			
4	Differential			
5	Engine			
6	Gear Box			
7	Brake Fluid			
8	Clutch Fluid			
9	Cleaning of air cleaner and element			
10	Distilled water			
11	General clearing			
12	Replacement of Air cleaner			
13	Diesel Filter			
14	Petrol Filter			
15	Oil filter			
16	Any other as per required			
	TOYOTA PRADOS			
1	Labour charge			
2	Greasing			
3	Changing oil			
4	Differential			
5	Engine			
6	Gear Box			
7	Brake Fluid			

8	Clutch Fluid			
9	Cleaning of air cleaner and element			
10	Distilled water			
11	General clearing			
12	Replacement of Air cleaner			
13	Diesel Filter			
14	Petrol Filter			
15	Oil filter			
16	Any other as per required			
	BUS			
1	Labour charge			
2	Greasing			
3	Changing oil			
4	Differential			
5	Engine			
6	Gear Box			
7	Brake Fluid			
8	Clutch Fluid			
9	Cleaning of air cleaner and element			
10	Distilled water			
11	General clearing			
12	Replacement of Air cleaner			
13	Diesel Filter			
14	Oil filter			
15	Any other as per required			

LOT 09: MAINTENANCE AND REPAIR OF ICT EQUIPMENT – LVBC/SVS/26-27/09

1. REQUIREMENTS AND SCOPE OF WORKS

1.1 Overview of the Requirements

The scope of the work will be to carry out both preventive and corrective Maintenance of ICT EQUIPMENT at Lake Victoria Basin Commission. Corrective Maintenance shall entail labour, materials or devices necessary to attend to a breakdown of any component of the systems. The scope also includes replacement of faulty devices.

Preventive maintenance of systems shall be done on quarter yearly basis (i.e. once every three months).

Replacement of components shall be done upon confirmation by our IT Officer and the contractor's Engineers/Technicians that the specific item to be replaced cannot be restored to normal operating condition by carrying out repairs.

During Maintenance, our staff shall accompany the contractor's staff.

At each station the system comprises software and hardware as detailed in the price schedules, as well as passive components such as cabling and media converters.

Service Level Agreement

The bidder is to provide a detailed SLA.

The SLA amongst other details should contain specific details on response times, resolution time, timeliness for equipment replacements, escalations chains, penalties, responsibilities and contact details for support.

Expected deliverables

The deliverables will include the following:

Bidder should provide clause to clause response on the deliverables by filling the table below

EQUIPMENT	BIDDERS OFFER/ COMPLIANCE
Quarterly preventive maintenance of all active and passive components ICT EQUIPMENT. (i.e. every three months. This contract shall run for **three years subject to performance evaluation)**	
Supply and installation of spares as and when required.	

Corrective maintenance in event of failure of any component of the system.	
Fine tuning the configuration of active devices of the systems in event of deterioration of performance.	
Preparation and signing of a Service Level Agreement to guide service delivery during contract period. The SLA will be signed as part of the contract.	

SUPPLY OF PREVENTIVE MAINTENANCE SERVICE AND REPAIR OF EQUIPMENT

Supply of preventive maintenance service and contract for repair of ICT equipment.

The supplier must quote each part (**Part one and two**) separately.

PART ONE
COMPUTER EQUIPMENT PREVENTIVE MAINTENANCE
Provide scheduled preventive maintenance four times a year for computer equipment.

Preventive maintenance specifications

1. Cleaning and removal of dust inside and outside of the computers and related equipment
2. Clean the optical drives
3. Overall clean-up of the computer
4. Clean the keyboard, mouse, and monitor
5. Proper reassembly of the equipment
6. Application of anti-rust lubricant on metallic parts and oiling the processor cooler fan
7. Performing System scan and correcting any malfunctions
8. Software installs or un-installs as per policy definition of acceptable applications.

Printers, scanners and UPs

1. Removal of any tonner dust, other loose dust and particles
2. Check the performance
3. Overall cleanup of the equipment
4. Oil and lubrication of moving (mechanism) parts
5. Check the connectivity
6. Battery Replacement

PART TWO

CORRECTIVE MAINTENANCE
Corrective maintenance will be carried out after the preventive maintenance in the event of failure of any component of the system or equipment. The details listed below shall be brought to the attention of the IT Officer for confirmation of need.

1. Provide a clear record of all the equipment that have been maintained
2. Provide a status report of all the equipment's repair history for economic viability
3. List of worn-out parts that need to be replaced on any particular equipment
4. Repair labor charges
5. Spare parts pricing and markups
6. Emergency support rates (if different)

FINANCIAL PROPOSAL (To be submitted in a separate sealed envelope)

Part ONE – QUARTERLY MAINTENANCE

Number of Equipment to be maintained

Equipment type	No. of Equipment	Cost per Equipment per quarter	Total cost
Servers	5		
Desktops	20		
Laptops	30		
LCD Projectors	2		
UPS 3KVA	4		
UPS 1KVA	25		
UPS 6KVA	4		
UPS 17KVA	1		
UPS 30KVA	1		
LaserJet printers	7		
Laser printers (Color)	4		
Network Cabinets	6		
Network switches	11		
Kyocera Printers/Copiers	2		
TOTAL PER QUARTER			
TOTAL ANNUAL (4 QUARTERS)			
VAT			

PART TWO – CORRECTIVE MAINTENANCE

The service provider shall be furnished with an LPO upon clearance of required parts to be replaced.

Computer repair and parts schedule

Type of Equipment	Commonly replaceable parts	Indicative price	Response time
Dell computer (Desktops)	800W Power supply		
	Hard disk 500gb (Seagate or equivalent)		
	Mother board		
	DVD/CD drive		
	Mouse		
	Keyboard		
	Memory (4GB/8GB/16GB)		
Assorted Laptops (Dell, HP, MacBook)	Power adapter		
	Hard disk 500GB/ 1TB SSD		
	Mother board		
	Battery		
	Screen		
	trackpad		
	Keyboard		
	Memory (8GB/16GB)		
LCD projectors	Bulb (lamp)		
	HDMI cable 15 metres		
	VGA Cable 15 metres		
	VGA Cable 5 metres		
	VGA cable 1 metres		
	Mother board		
UPS	Batteries (10kva)		
	Batteries (5kva)		
	Batteries (650va)		
Servers, HP DL 120, G8, Dell PowerEdge R760, R730	750W Dual Power supply		
	Hard disk 1TB, 2TB		
	Mother board		
	Cooling Fans		
	Network Cards		
	Memory (32GB)		
	Complete server OS installation		
Printer LaserJet (Colour)	Maintenance kit		
	Fuser unit		
	Imaging drum		
	Duplexer		
Printer LaserJet	Maintenance kit		
	Fuser unit		
	Imaging drum		
	Duplexer		
	Lamp		

Clearly indicate VAT

TECHNICAL EVALUATION GRID

ITEM	PASS / FAIL
Give at least 7 customer references in respect to similar services offered, attach copies of LPOs or contracts	
Number of trained engineers/ technicians in the field of ICT hardware.	
Number of technical staff available for service and support.	
Attach copies of staff certification on service and support of the equipment. Relevant Technical expertise and certifications	
Information on the kind of centralized helpdesk system in place for tracking reported faults.	
Availability of workshop, repair centre and LAB systems in close proximity to the premise	
Details of the spares you hold relevant to the ICT Equipment to be serviced which can be provided on standby	
relevant	

LOT 10: MAINTENANCE AND REPAIR OF AIR CONDITIONING EQUIPMENT – LVBC/SVC/26-27/10

SCOPE OF SERVICE

Scope of all-inclusive annual maintenance services (AMC services) shall include providing routine preventive and corrective maintenance services, scheduled and on needs basis occurrence for Floor Standing, Split- Type wall-mounted, Special-purpose cooling units

and VRF air conditioner and its monitoring system as scheduled annual maintenance services.

AMC services shall include providing all labour, tools and tackles, replacement of defective spare parts, and all related consumables. The rates quoted for the AMC services shall also include all taxes, duties and levies as applicable in addition to transportation of freight, insurances and all other costing that shall apply in service delivery.

ROUTINE AMC SERVICES (ONCE IN 3 MONTHS)

Routine maintenance services shall include at least (but not limited to) the following services:

Category.	Item	Weekly Check	Monthly Check	Semi-Annual Check	Annual Check
General Cleaning	Grilles	—	O	O	O
	Filter	—	O	O	O
	PCB Check for Corrosiion	—	—	O	O
	Drain Pan (disassembled)	—	—	O	O
	Fan Blade Inspection	—	O	O	O
	High Pressure Cleaning of HEX	—	—	—	O
	Plasma Filters (if present)	—	—	—	O
	Bacteria cleaning	—	—	—	O
Outdoor Units	Refrigerant Pressure (LGMV)	—	O	O	O
	Compressor Noise (level and quality)	—	O	O	O
	Fan Noise (IPM and condenser)	—	O	O	O
	Inspect/Clean ODU Coil Fins	—	O	O	O
	PCB Status (dust, etc.)	—	O	O	O
Indoor Units	Fan Noise Status	O	O	O	O
	Dust Buildup – IDU Panels	O	O	O	O
	Check Controller	O	O	O	O
	Check Discharge Temperature	O	O	O	O
	Drain Pump	—	—	O	O
	Check/Clean Drain Pan	—	—	O	O
	Check Piping/Insulation	—	—	—	O
	PCB Status (dust, etc.)	—	—	—	O
	Inspect Indoor Coil Fins	—	—	—	O

O : Recommended to perform
— : Not Required

1. Cleaning / Replacement of filter.

2. Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control etc.
3. Checking air flow through the supply air grill, return air grill, condenser.
4. Checking operation of the voltage stabilizer and back up electrical power outlet/ MCB.
5. Checking operation of the drive motors and fans.
6. Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
    a. Supply air grill
    b. Return air grill
    c. Inlet air condenser
    d. Outlet air from the condenser
7. Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
8. Replacement of any component of air conditioners (outdoor and indoor units, inlet and outlet Pipelines, electrical connections etc. found defective after the above checks and tests.
9. Re-fill of coolant Gas during the period of Contract if need arises.
10. Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
11. Lubrication of blower motors and all moving parts.
12. Prevention of rusting units.
13. Maintenance of Wireless and Wired remote controls (including battery replacement), dry Contract Sensors controller for thermostat and central controllers.

A maintenance schedule mutually agreed upon will be prepared before commencement of the AMC. Any delay beyond the agreed schedule will attract penalty of 0.5% of work order value per day of delay or part thereof subject to maximum deduction of 10% of the work order value.

ON CALL AMC SERVICES:

- On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from coordinating officer of LVBC
- The response time should be within 6 hrs. & restoration time within 24 hrs. Failing which, a standby machine would be provided. Non-compliance of this provision may lead to cancellation of contract or will attract a penalty of USD 100 per complaint per day or part thereof will be deducted from AMC bill.
- The service provider shall maintain adequate stock of required spare parts in the store in his nearest service centre.
- The service provider shall ensure that in case of compressor breakdown, it shall be replaced with a new compressor of same model with at least one year replacement warranty. Repairing of burnout compressor shall not be allowed.

- The spare parts used for replacement shall be of same make/ quality as installed in new air conditioner with warranty or guarantee of One year period.
- The service provider shall maintain services logbook / file containing maintenance report duly countersigned by LVBC official.
- The details of AC units installed in LVBC office is detailed in the table below. Bidders are advised to visit the installation before quoting the price in the attached BOQ.
- The quoted price shall be inclusive of all taxes.
- Unsatisfactory performance of service will render this contract to be terminated without notice.
- At the end of the period, the service provider shall demonstrate satisfactory testing and operation of all the air conditioners.

- Details of the Air Conditioning Systems are given below.

No.	Description	Model number	Quantity in Nos.
1.	LG Floor Standing 3.4 kW 48000BTU Indoor Unit	APNQ50GT3E4	2
2.	LG Floor Standing 48000BTU Outdoor Unit	AUUQ50GH4	2
3.	LG 24000BTU split type wall mounted Indoor unit	ARNU24GSKN4	2
4.	Vertiv Liebert DME17 Cooling Unit 17kW Indoor Unit	DME17MH1UA1	2
5.	Vertiv Liebert DME17 Cooling Unit 17kW Outdoor Unit	DMC17WA1	2
6.	LG Multi-V VRF System Outdoor Unit 112Kw 382,100 Btu/h Outdoor heat Pump	ARUN400LEH5	2
7.	LG Multi-V VRF System Outdoor Unit 75Kw 255,000 Btu/h Outdoor heat Pump	ARUN400LEH5	2
8.	LG Multi V VRF System CEILING CASSETE AC 5.6kW 18,000Btu/h Indoor Units	ARNU24GTQC4	77
9.	LG Multi V VRF System Indoor Units CEILING CASSETE AC 7.1 kW 24,000Btu/h indoor Units	ARNU24GTQC4	4

TECHNICAL EVALUATION GRID:

REQUIREMENT	**PASS / FAIL**
The Bidder should be a registered dealer/Firm who can maintain	

the air-conditioning systems and supply spares	
The Bidder should have experience for the past 5 years, attach at least 5 copies of LPOs/contracts for services rendered	
Provision of On Call Services	
Vendor specific Qualifications of Key Staff to carry out the maintenance and repairs (attach CV)	
Manufactures Authorization for LG and Vertiv Cooling systems and Equipment	

FINANCIAL PROPOSAL
(To be submitted in a separate sealed envelope)

Proposed Maintenance Fees

	Description	**Quantity in Nos.**	**Maintenance Cost per quarter**
1.	LG Floor Standing 3.4 kW 48,000BTU Indoor Unit	2	
2.	LG Floor Standing 48,000BTU Outdoor Unit	2	
3.	LG 24000BTU split type wall mounted Indoor unit	2	
4.	Vertiv Liebert DME17 17kW Indoor Cooling Unit	2	
5.	Vertiv Liebert DME17 17kW Outdoor Unit	2	
6.	LG Multi-V VRF System Outdoor Unit 112Kw 382,100 Btu/h Outdoor heat Pump	2	
7.	LG Multi-V VRF System Outdoor Unit 75Kw 255,000 Btu/h Outdoor heat Pump	2	
8.	LG Multi V VRF System CEILING CASSETE AC 5.6kW 18,000 Btu/h Indoor Units	77	
9.	LG Multi V VRF System Indoor Units CEILING CASSETE AC 7.1 kW 24,000Btu/h indoor Units	4	
	Total cost per quarter		
	Total Annual cost		
	VAT		

LOT 11: PROVISION OF GARBAGE COLLECTION SERVICES – LVBC/SVS/26-27/11

SCOPE OF GARBAGE COLLECTION SERVICES

- Provision of Garbage Bins Liners: The Service Provider shall provide Bin Liners for use by the Commission. The pits must be hygienic for temporary storage of waste.
- The Bidder is expected to visit the site (LVBC offices) to understand the scope of services expected and for proper pricing. A **site visit certificate** will be issued
- Waste Collection and Handling: Collect all waste deposited in the designated garbage pits. Waste must be handled hygienically to prevent spillage, odour, or nuisance.
- Transportation and Disposal: Transport collected waste to approved disposal sites in compliance with environmental regulations. Records of collection and disposal must be maintained.
- Frequency of Service: Collection of waste shall be conducted monthly.
- Equipment and Supplies: The Service Provider shall provide all necessary tools, trolleys, and vehicles for collection. Staff must be equipped with appropriate protective gear (gloves, masks, boots, etc.).
- Compliance and Safety: All operations must adhere to environmental, health, and safety standards, ensuring no contamination or hazards during collection or transportation.

EVALUATION GRID

Requirement	Details	Pass/Fail
Experience of the Firm	List of current and previous assignments indicating- Name of client, Period and duration of the contract, contacts person and telephone (General experience of the firm, and proof that they have performed similar services	

Provision of bin liners	bin liners	
Workforce	Number of personnel, qualifications, and experience in waste handling	
Tools and Equipment	Type and quality of collection tools, bins, trolleys, and vehicles	
Service Schedule	Monthly collection methodology and plan	
Compliance	Adherence to environmental, health, and safety regulations	
Insurance	Coverage for personnel and operations	
Site Visit Certificate	Evidence of understanding the scope of services	

FINANCIAL PROPOSAL

(To be submitted in a separate sealed envelope)

Requirement	**Unit**	**Frequency**	**Monthly Cost**
Collection of waste from designated garbage pits	Per collection	Monthly	
Transportation & Disposal to approved site	Lump sum	Monthly	
Bin Liners	Lumpsum	Monthly	
Total Monthly Charges			
VAT			
Grand Total (Incl. VAT)			

- **Indicate / include any other costs deemed necessary.**
- **Indicate VAT if applicable**

LOT 12: PROVISION OF INTERNET SERVICES – LVBC/SVS/26-27/12

PROVISION OF INTERNET SERVICES FOR LAKE VICTORIA BASIN COMMISSION (300Mbps)

The Lake Victoria Basin Commission (LVBC) invites qualified Internet Service Providers (ISPs) to submit proposals for the provision of high-capacity internet connectivity and web hosting services at its Headquarters in Kisumu, Kenya. The services are critical to LVBC's operations and must meet stringent performance, security, and reliability standards.

2. Objectives

i. Deliver 300 Mbps duplex internet connectivity with guaranteed uptime.
ii. Provide redundant fiber connectivity with automatic failover.
iii. Ensure secure and reliable web hosting services with full database and domain support.
iv. Implement robust internet and web security measures, including disaster recovery.
v. Establish a long-term partnership with a provider capable of supporting LVBC's ICT infrastructure.

1. Description Of Services

The Service Provider shall:

- Supply, install, and configure all necessary equipment and fiber cabling to deliver 300 Mbps duplex internet traffic (HTTP, HTTPS, FTP, mail services, etc.) to LVBC.
- Interface the service to the Commission's network via Gigabit Ethernet connection.
- Provide and manage Public Internet Protocols (IPv4 & IPv6) and maintain existing LVBC domain names.
- Deliver all required accessories, services, and equipment to ensure optimal service quality.
- **Note:** LVBC will not acquire routing hardware, accessories, or firewalls.

Contract Duration: Thirty-five (35) Months, effective **1st August 2026**, subject to annual performance evaluation and renewable upon satisfactory performance.

Service Location: LVBC Headquarters, off Kisumu–Busia Highway, Nkrumah Road.

2. Scope of Work

- Connectivity Type: Fiber connection to the internet at LVBC HQ.
- Bandwidth: 300 Mbps duplex (Up/Down)
- Service Activation Date: Expected by **1st August 2026.**
- Service Availability: 99.99% uptime.
- Redundancy: Alternate fiber ring/route with automatic failover and load balancing.
- Support: 24/7/365 technical assistance, helpdesk, and monitoring.
- Monitoring: Web portal for real-time and historical performance data.
- Peering: Provide details of peering arrangements, POPs, and attach a network map.
- SLA: Submit a detailed Service Level Agreement covering availability, packet loss, and latency.

3. **Web Hosting Services**

The Service Provider shall provide:

- Database Support: MySQL, SQL Server, MariaDB, PostgreSQL (with auto-upgrade to stable versions).
- Dedicated Web Server: Maintenance and support (Plesk Panel preferred, configurable PHP/Apache variables).
- Domain Management: Registration and renewal of all LVBC domains with client control panel access.
- Security: Spam blocking, virus filtering, DoS & DDoS protection.
- Backup & Restoration: Regular backups and disaster recovery capability.
- Administration: Secure client access portal.
- Additional Services: Any other recommended hosting enhancements.

4. Security

The ISP must provide robust internet and web security services, including:

- SPF + DKIM configuration for domains and mail servers.
- Wildcard SSL certificate for all LVBC domains.
- Disaster Recovery as a Service (DRaaS) with high availability infrastructure:
- 1 High-Availability Server, 12TB storage, 100GB RAM, 32 CPU cores.
- Windows Server 2025 Standard with concurrency/backup software.

5. <u>Summary Of Services Required</u>

Item	Service
i.	**Plesk Panel or equivalen**
ii.	**SSL Wildcard Certificate**
iii.	**300 Mbps Internet (Duplex) with monitoring tool**
iv.	**Redstor Storage – Storage Size 1000**
v.	**Managed MPLS Service (100Mbps Duplex)**
vi.	**Virtual Hosting (12TB SSD, 100GB RAM, 32VCPU)** **Consolidated VPS server for Both DRaaS and Webhosting**

6. Evaluation Criteria

A. Compliance with Technical Requirements

Full compliance with technical requirements will be on a pass/Fail basis.

S/NO	Requirements	PASS/FAIL
	Compliance With Technical Requirements	
1	**A. LVBC Headquarters (HQ):**	
	Connectivity Type: Primary Fiber Connection to the Internet	
	Service: Internet Services	
	Bandwidth: 300 Mbps (Total – UP/DOWN)	
	A block of 20 Usable public IPs will be provided (IPv4/IPv6)	
	Service Availability:99.99%	
	Provide a redundant connection to the LVBC HQ via an alternate Fiber ring/route auto-failover and load balanced	
	Able to provide real-time monitoring tools	
	Please indicate the Service Level Agreement terms and conditions that would apply to the proposed service, including service availability, packet loss, and latency. Attach a proposed SLA covering these specifications.	
2	**B.WEB HOSTING SERVICES**	
	Database management and support (different databases, e.g., MySQL, SQL Server, MariaDB, PostgreSQL, with auto upgrade support to current stable versions, etc.)	
	Dedicated Web Server – Maintenance and Support (Plesk Panel preferred with configurable PHP, Apache, etc. environmental Variables)	
	Domain Registrations – All current domains and client control panel access for administration	
	Provide Spam blocking, virus filtering, DoS & DDoS protection services	
	Provide backup & restoration services	
	Any other recommended services related to web hosting	
	Secure Access Provision	
	Client Access Portal for Administration	
	Other recommended Services	

3	**C: SECURITY**	
	The prospective ISP MUST provide Internet/Web Security services to safeguard host information and data. Measures the prospective ISP shall take to ensure the security of traffic to LVBC, and the hosted site must be clearly specified in the response, including but not limited to the following: 1. SPF+ DKIM Configuration for domains and Mail servers 2. Wildcard SSL certificate configuration for the LVBC Domains 3. Disaster Recovery Service (DRaaS): ii. Cores; Windows Server 2025 Standard iii. Concurrency/Backup Software	
4	**D. Disaster Recovery as a Service (DRaaS)**	
	1 High Availability Server 12TB SSD100GB RAM 32 CPU	
	EQUIPMENT	
	1 No. Edge Router: 4 ×100Gbe Fiber Ports; SDWAN;2 SFP 100Gbe ports + Gbe ;Router License (Inclusive)	

FINANCIAL PROPOSAL

(To be submitted in a separate sealed envelope)

Requirement	**Frequency**	**Cost**
1 No. Edge Router: 4 ×100Gbe Fiber Ports; SDWAN;2 SFP 100Gbe ports + Gbe; Router License (Inclusive) – CISCO Catalyst C8200-1N-4T Router or equivalent; 4* 1000 Base-T SFP Transceiver Module	One - Off	
Plesk Panel	Annual	
SSL Certificate Wild Card	Annual	
300/300 Mbps Internet Breakout	Quarterly	
Managed MPLS 100/100 Mbps	Quarterly	
Web Hosting Tier 2 Virtual Server Hosting | Operating System: Microsoft Windows | Memory Size: 32 GB | Storage Space: 1TB SSD, VCPU:10 cores	Quarterly	
DRaaS Hosting Platinum Solution i. Cores; Windows Server 2025 Standard ii. Concurrency/Backup Software	Quarterly	
Redstor Storage Offsite Backup or equivalent backup software –	Quarterly	
High Availability Server 12TB 100GB RAM 32 VCPU; Operating System: Windows Server wSW Assurance	Quarterly	
Net Amount		
V.A.T		

Grand Total Amount (Inclusive VAT)		

#	Technical Experience Qualification	Weighting Score	Max Score %
	Experience in the Provision of Internet Service Provision (ISP)	• 7 Years and above: 40% • Others Prorated at: $\frac{\text{Number of Years} * 40}{7}$	**40**
	Provide a list of at least 7 Major corporate clients where the company has offered similar services, each valued at a minimum of USD 30,000 and above per annum per client in the last 3 years.	• 7 Years and above: 30% • Others Prorated at: $\frac{\text{Number of Years} * 30}{7}$	**30**
	Number of qualified Engineers/Technicians with a minimum of 5 years' experience specialized in Internet Service Provision Technologies (Provide evidence using CV and certificates). Proposed key staff to support LVBC	• 4 or More qualified staff:30% • Others prorated at: $\frac{\text{Number of Staff} * 30}{4}$	**30**
	Total Score		**100**

7. **Technical Experience Evaluation Qualification**

8. Submission Requirements

Bidders must provide:

- Evidence of compliance with all technical requirements.
- SLA document covering availability, packet loss, and latency.
- List of corporate clients with equivalent contract scope values.
- CVs and certificates of proposed technical staff.

- Network map showing peering points and POPs.

LOT 13: ADVERTISING AGENT FOR BURUNDI, RWANDA, SOUTH SUDAN, DR CONGO AND SOMALIA – LVBC/SVS/26-27/13

SCOPE OF SERVICES

- Act as an advertising agent for LVBC by reserving and securing advertisement spaces as requested for Burundi, Rwanda, South Sudan, DR Congo and Somalia newspapers that are widely circulated
- Submit advert material to the newspaper company and it is published on the requested date
- Ensure to keep a copy of published material and submit a copy together with invoice
- The Agent shall provide the respective annual advertising rates to LVBC
- The Agent shall be paid the advertisement cost and reasonable advertising commission

TECHNICAL EVALUATION GRID

Evaluation grid applicable to each country.

Requirement	PASS/FAIL
List of current and previous similar assignments indicating - Name of client, Period and duration of the contract, contact person and telephone no. (At least 5 major clients)	

Evidence of previous assignments – attach copies of 5 LPOs or contracts	
State clearly and attach agency Contracts or agreements or recommendations of the newspapers for placement of adverts in their newspapers	

FINANCIAL PROPOSAL
(To be submitted in a separate sealed envelope)

Financial proposal to be submitted for each country.

Common LVBC Adverts	**Cost**	**Agency commission**	**Total cost**
¼ page in Black & White			
¼ page Colour			
1/2 page in Black & White			
½ page Colour			
3/4 page in Black & White			
¾ page in colour			
Full Page in black and white			
Full Page Colour			

- **Clearly Indicate VAT**

- Please include other advert sizes and their rates. **Advertisement Rates from the proposed Newspapers of wide circulation must be attached.**

LVBC shall pay the agent the entire advertisement cost including the commission

LOT 14: MECHANICAL (GENERATORS and UPSs) AND ELECTRICAL MAINTENANCE & REPAIR WORKS – LVBC/SVS/26-27/14

SCOPE OF SERVICES

(i) General Electrical Maintenance and Repair Works

The scope of services highlighted but not limited shall be provided on need basis as and when there is an electrical default or problem.

- General support to the powerhouse located on ground floor at the LVBC Headquarters
- Maintenance of the MCBs
- Extending power outlets on request / need
- Modifications and corrective electrical works and distributions
- Corrective maintenance of distribution connections to the lift
- Corrective maintenance of distribution connections to the generator signal line
- Rectify electrical lightings in LVBC office premises and replacing lighting switches fittings and socket outlets.
- Repairs to electrical appliances such electrical tea urns, kettles, cooker, fridge
- Other general electrical repair works on case-by-case basis

The firm should propose approach and modalities of dealing with common electrical faults. The electrical firm shall be requested to survey the area, identify the problem and prepare a cost estimate for the proposed repair works for approval by LVBC.

(ii) Service and Maintenance for a 300KVA Generator Set, a 91VKA Generator Set and 6KVA, 15 KVA and 30KVA UPS Units

- Carry out routine service and maintenance on quarterly basis (after every 3 months)
- Repair all defects identified during servicing.
- Replace consumables i.e. air filters gaskets, coolants and lubricants according to the respective operator manuals
- Ensure the service has been witnessed by LVBC and the job card signed by a LVBC Official.

- Provide cost estimates for proposed repairs and parts needed for approval by LVBC.

TECHNICAL EVALUATION GRID:

REQUIREMENT	PASS / FAIL
The Bidder should be a registered Firm with bias to electrical and mechanical engineering	
The Bidder should have similar experience for the past 5 years. Attach list of clients with contact details	
Evidence of previous assignments carried out, attach copies of 5 LPOs or contracts for services rendered	
Provision of On Call Services and trouble shooting	
Qualification of Key Staff to carry out electrical works and maintenance and repairs of generator (attach at least two CVs of technical personnel) Staff must be certified by Vertiv, Cumins and Schneider Electric/ APC Manufacturers as is appropriate	

FINANCIAL PROPOSAL (To be submitted in a separate sealed envelope)

(i) General electrical maintenance and repair works

- The services shall be conducted on call basis when there is an electrical fault and the costs shall be determined and proposed upon identifying and quantifying the problem in terms of cost. LVBC shall approve the quotation and issue the firm with an LPO to proceed with the repairs.
- Please provide indicative cost of repairs for electrical appliances listed above, and Maintenance of 3 phase Heavy Duty UPS, and any other common repairs
- Cost of replacement of lighting components as below:

Part	Estimate consumption	Unit cost
LIGHTING SWITCHES		
10A Plastic white molded Switches: a) Architrave 1 gang 1 way as cat. No. CR117		
b) 1 gang 2 way as cat. No. CR1172		
c) 2 gang 2 way as cat. No. CR1272		
d) Intermediate Switch as Cat No. CR1175		

LIGHTING FITTINGS		
a) Standard Recessed 600mmX600mm, 30W,3600lm, 6500k Daylight LED Panel Light, Office Compliant, IP44, as PHILLIPS Coreline cat. No. RC127VW60L60		
b) 28W, 6500k Daylight, ø300mm, Surface Mount circular luminaire with polycarbonate body and trim in white Polycarbonate opal diffuser and LED. As Thorn Club LED cat No. 96617056		
c) 16.4 W,1692 lm, Ø230 x 28 mm 6500K Daylight LED Recessed circular edge lit panel as Thorn OMEGA C LED1600		
d) 9W,Ø80mm LED Recessed downlight with 3 x 3W, LEDs Complete with 6500K Daylight LED as Thorn DCO LED cat No. 96107864		
e) 40W surface mounted decorative downlight for 2 x18W TC-DEL lamps with a variety of attachments. Body in white painted aluminum and reflector in specular vacuum metallized plastic as Thorn Chalice Ccat. No. 96536100		
f) 40W, 6500k Daylight LED wall mounted vandal resistant bulkhead luminaire, Class I electrical, IP65, IK10. Body in die-cast aluminum (LM6), powder coated black. Diffuser in opal polycarbonate as ThornEyeKon		
g) 1200mm, 1 x 31W 6500K Daylight LED Batten Luminaire as Philips LED True Level		
h) Self-contained single sided EXIT sign with 1 x 18W T26 fluorescent for non-maintained emergency lighting for 3hour duration as THORN VOYAGER XXL cat. No. 96211126		
SOCKET OUTLETS AND POWER POINTS & MCBs		
a) 13A twin switched socket outlet plates as MK Electric as cat. No. k2743WHI		
MCBS AS SCHNEIDER OR APPROVED EQUIVALENT:		
a) 10A SP MCB as cat. No. A9F79110		
b) 20A SP MCB as cat. No. A9F75120		
c) 20A SP MCB as cat. No. A9K23120		

d) 32A SP MCB as cat. No. A9F79132		
e) Blanking Plate		
UPS Coolant		
Generator Coolant, Lubricant		
30KVA, 15KVA & 6KVA UPS Batteries		
300KVA & 91KVA Generator Batteries (24V)		

Quarterly Maintenance of 300KVA & 91KVA Generator sets, 6KVA, 15KVA and 30KVA UPS

Description	Cost per maintenance
Service and maintenance of **300 KVA** Cummins generator set Model: **C300XX**	
Service and maintenance of **91 KVA** Cummins generator set Model: **C90D5**	
Service and maintenance of **6 KVA VERTIV UPS** Model: **VERTIV LIEBERT GXT5-6000IRT5UXLE**	
Service and maintenance of **15KVA VERTIV UPS** Model: **VERTIV LIEBERT GXT5-16KIRT9UXLN**	
Service and maintenance of **30KVA Schneider Electric UPS** Model: **Easy UPS 3S**	

[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: **Lake Victoria Basin Commission**

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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]*