EAST AFRICAN COMMUNITY
LAKE VICTORIA BASIN COMMISSION

Bidding Document
for
Framework Contracts for Goods

Subject of Procurement: Tender for Supply of Office Supplies, Stationery, Computer Consumables & Office Consumables under Framework Contracts

Reference Number: **LVBC/FWC/2026/2027**

Procurement Method: **Open Bidding – Regional**

Date of Issue: **24th April 2026**

Standard Bidding Document

Table of Contents

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 for the Procurement of Goods

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

PART 1 – BIDDING PROCEDURES

Section 1: Instructions to Bidders

Table of Clauses

A General 5

1. Scope of Bid 5
2. Source of Funds 5
3. Corrupt Practices 5
4. Eligible Bidders 6
5. Eligible Goods or Services 7

B. Bidding Document 8

6. Contents of Bidding Document 8
7. Clarification of Bidding Document 9
8. Amendment of Bidding Document 9

C. Preparation of Bids 9

9. Cost of Bidding 9
10. Language of Bid and Communications 9
11. Documents Comprising the Bid 9
12. Bid Submission Sheet and Price Schedules 10
13. Alternative Bids 11
14. Bid Prices and Discounts 11
15. Currencies of Bid 12
16. Documents Establishing the Eligibility of the Bidder 13
17. Documents Establishing the Eligibility of Goods or Services 13
18. Documents Establishing the Conformity of the Goods or Services 13
19. Documents Establishing the Qualifications of the Bidder 13
20. Period of Validity of Bids 13
21. Bid Security 14
22. Format and Signing of Bid 14

D Submission and Opening of Bids 15

23 Sealing and Marking of Bids 15
24 Deadline for Submission of Bids 15
25 Late Bids 15
26. Withdrawal and Replacement of Bids 15
27. Bid Opening 16

E. Evaluation of Bids 17

28. Confidentiality 17
29. Clarification of Bids 17
30. Compliance and Responsiveness of Bids 17
31. Nonconformities, Errors, and Omissions 17
32. Preliminary Examination of Bids – Eligibility and Administrative Compliance 18
33. Detailed Commercial and Technical Evaluation 19
34 Conversion to Single Currency 19
35. Margin of Preference 19
36. Financial Comparison of Bids 19
37. Determination of Best Evaluated Bid(s) 20
38. Post-qualification of the Bidder 20
39. LVBC's Right to Accept or Reject Any or All Bids 20

F. Award of Contract 20

40. Award Procedure 20
41. LVBC's Right to Vary Quantities at Time of Award 21
42. Notification of Award and Letter of Bid Acceptance 21

43. Signing of Contract 21
44. Performance Security 21

Section 1: Instructions to Bidders

A General

1. Scope of Bid

The EAC Lake Victoria Basin Commission (LVBC) invites bids for the provision of Goods or Services as specified in Section 6, Statement of Requirements. Bids are invited for an estimated quantity of Goods or Services as specified in Section 6, Statement of Requirements, under a framework contract arrangement. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.

The LVBC invites bids for various goods, supplies and services as indicated in the tender document for the financial years 2026/27, 2027/28 and 2028/29 (period of three years) subject to satisfactory annual performance evaluation and upon agreement of both parties.

The subject of the tender is the delivery by the Contractor of the following items as in:

- **Lot 1: Office Supplies**
- **Lot 2: Stationery**
- **Lot 3: Computer Consumables**
- **Lot 4: Office Consumables**

The goods must comply fully with the specifications set out in the tender document and conform in all respects with the instructions.

1.2 Throughout these Bidding Documents:

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

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

(c) "day" means working day.

2. Source of Funds

2.1 The LVBC has an approved budget towards the cost of the procurement named in the BDS. The LVBC intends to use these funds to place a contract for which these Bidding Documents are issued.

2.2 Payments will be made directly by the LVBC for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract.

3. Corrupt Practices

3.1 LVBC requires all bidders and providers to observe the highest standards of ethics during procurement and the execution of contracts. In this regard, LVBC

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

(i) *"corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and*

(ii) *"fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the LVBC, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non competitive levels and to deprive the LVBC of the benefits of free and open competition;*

(b) will reject a recommendation for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;

(c) will suspend a Provider from engaging in any procurement proceedings for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract in any of the Partner States.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the LVBC may terminate a contract for Goods or Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the LVBC or of a Bidder or Provider during the procurement or the execution of that contract, without the LVBC having taken timely and appropriate action to remedy the situation.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the LVBC requires representatives of both the LVBC and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The EAC Code of Ethical Conduct in Procurement is available at the LVBC and Bidders are required to indicate their acceptance of this Code through the declarations in the Bid Submission Sheet.

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

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 in any of the Partner States;

(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 in the respective Partner State.

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.

4.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

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

(a) have controlling shareholders in common; or

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

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

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

(e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or

(f) participated as a contractor or consultant in the preparation of the design or technical specifications of the Goods or services that are the subject of the bid.

4.5 A firm that is under a declaration of suspension by any of the public procurement regulatory authorities in any one of the Partner States in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.

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

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the LVBC, as the LVBC shall reasonably request.

5. Eligible Goods or Services

5.1 All Goods or Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5.2 For purposes of this Clause, the term "Goods" means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as services incidental to the provision of such Goods where the value of such services does not exceed the value of the Goods.

5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.

5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the East African region / Partner States, the Goods indicated in its bid.

B. Bidding Document

6. Contents of Bidding Document

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

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

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

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications

in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the LVBC in writing at the LVBC's address indicated in the BDS. The LVBC will respond in writing to any request for clarification, provided that such request is received no later than the number of days prior to the deadline for submission of bids indicated in the BDS. The 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 the 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 and Sub-Clause 24.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the 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 the LVBC.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the LVBC may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid and Communications

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

10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the 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 English, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The bid shall comprise the following:

(a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) a Bid Security, in accordance with ITB Clause 21;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;

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

(e) documentary evidence in accordance with ITB Clause 17 establishing that the Goods or Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods or Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

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

12. Bid Submission Sheet and Price Schedules

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

(a) the reference of the Bidding Document and the number of each addenda received;

(b) a brief description of the Goods or Services offered;

(c) the total bid price, based on the estimated quantities specified in Section 6, Statement of Requirements;

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

(e) the period of validity of the bid ;

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

(g) a declaration of nationality of the Bidder;

(h) a commitment to adhere to the Code of Ethical Conduct in Procurement;

(i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;

(j) confirmation that the Bidder has not been suspended by the Authority;

(k) a declaration on gratuities and commissions; and

(l) an authorised signature.

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

(a) the item number;

(b) a brief description of the Goods or Services to be supplied;

(c) their country of origin and percentage of local content;

(d) the quantity, which shall be the estimated quantity specified in Section 6, Statement of Requirements;

(e) the unit prices;

(f) customs duties and all taxes paid or payable in any of the Partner States;

(NB. The EAC is tax exempt).

(g) the total price per item;

(h) subtotals and totals per Price Schedule; and

(i) an authorised signature.

13. Alternative Bids

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

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

(a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;

(b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and

(c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

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

13.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security, if so required. Such bids shall be labelled "Main Bid" and "Alternative Bid".

13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. Items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.

14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, based on the estimated quantities specified, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d) and ITB Sub-Clause 14.8 respectively.

14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

14.6 Prices quoted on the Price Schedule for Goods or Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the LVBC. This shall not in any way limit the LVBC's right to contract on any of the terms offered:

(a) for Goods;

(i) the price of the Goods, quoted CIP or other Incoterm as specified in the BDS;

(ii) all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the Goods or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) for Services;

(i) the price of the Services;

(ii) all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the Services, if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

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

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

15. Currencies of Bid

15.1 Bid prices shall be quoted in US dollars unless otherwise specified in the BDS.

15.2 Alternatively, the LVBC may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to

express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to the LVBC's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by the LVBC to express its offer in the currency required by the LVBC. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty (20) days.

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 Eligibility of Goods or Services

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

18. Documents Establishing the Conformity of the Goods or Services

18.1 To establish the conformity of the Goods or Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods or Services, demonstrating substantial responsiveness of the Goods or Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the LVBC in the Statement of Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the LVBC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

19.1 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.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the BDS after the date of the bid submission deadline prescribed by the LVBC. A bid valid for a shorter period shall

be rejected by the LVBC as non-compliant.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the 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 is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

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

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

(a) a demand guarantee;

(b) an irrevocable letter of credit;

(c) a cashier's or certified cheque; or

(d) another security indicated in the BDS,

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

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

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

21.5 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish any Performance Security in accordance with ITB Clause 44; or

(iii) accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.

22. Format and Signing of Bid

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

original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS 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 un-amended printed literature, shall be signed or initialled by the person signing the bid.

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

D Submission and Opening of Bids

23 Sealing and Marking of Bids

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

23.2 The inner and outer envelopes shall:

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

(b) be addressed to the LVBC in accordance with ITB Sub-Clause 24.1;

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

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

24 Deadline for Submission of Bids

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

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

25 Late Bids

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

26. Withdrawal and Replacement of Bids

26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time

before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," or "REPLACEMENT," and

(b) received by the LVBC prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.

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

26.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

27. Bid Opening

27.1 The 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.

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

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

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

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security, if required; and any other details that the LVBC may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The LVBC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders or displayed on the

LVBC website within one working day from the date of the bid opening.

E. Evaluation of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.

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

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the LVBC on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the 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 the LVBC shall not be considered. The LVBC's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the LVBC in the evaluation of the bids, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

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

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

(a) affects in any substantial way the scope, quality, or performance of the Goods or Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Document, the LVBC's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant and responsive bids.

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

31. Nonconformities, Errors, and Omissions

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

deviation.

31.2 Provided that a bid is substantially compliant and responsive, the 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.

31.3 Provided that a bid is substantially compliant and responsive, the 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. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.

31.4 Provided that the bid is substantially compliant and responsive, the 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 the 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.

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

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

32.1 The LVBC shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Goods or services in accordance with ITB Clauses 4 and 5.

32.2 If after the examination of eligibility, the LVBC determines that the Bidder's Goods or Services are not eligible, it shall reject the bid.

32.3 The LVBC shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 The 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 Goods or Services offered;

(ii) the price of the bid; and

(iii) the period of validity of the bid;

(b) the Price Schedule;

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

(d) a Bid Security, if applicable.

33. Detailed Commercial and Technical Evaluation

33.1 The LVBC shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 If, after the examination of the terms and conditions, the LVBC determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

33.3 The LVBC shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.

33.4 If, after the technical evaluation, the LVBC determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34 Conversion to Single Currency

34.1 For evaluation and comparison purposes, the 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.

35. Margin of Preference

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

36. Financial Comparison of Bids

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

36.2 To financially evaluate a bid, the 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.

36.3 The LVBC's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods or Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

36.4 To financially compare bids, the LVBC shall:

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

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;

(e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;

(f) convert all bids to a single currency in accordance with ITB Clause 34;

(g) apply any margin of preference in accordance with ITB Clause 35;

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

37. Determination of Best Evaluated Bid(s)

37.1 The 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.

38. Post-qualification of the Bidder

38.1 The 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.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.

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

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

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

39.1 The 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 award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Procedure

40.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder, place such Notice on public display for a prescribed period or copy the Notice to all Bidders prior to proceeding with contract award.

40.2 The 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.

40.3 The Contract shall be a Framework Contract and shall not be obliged to purchase the quantities specified, with the exception of any contract value specified as a minimum. Goods or Services shall be purchased through call-off orders, in accordance with the Contract.

41. LVBC's Right to Vary Quantities at Time of Award

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

42. Notification of Award and Letter of Bid Acceptance

42.1 Prior to the expiration of the period of bid validity, the LVBC shall notify the successful Bidder, in writing, that its bid has been accepted by issue of a Letter of Bid Acceptance.

42.2 Until a formal contract is prepared and executed, the Letter of Bid Acceptance/Notification of award shall constitute a binding Contract.

43. Signing of Contract

43.1 Promptly after notification of contract award by the issue of a Letter of Bid Acceptance, the LVBC shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the LVBC.

44. Performance Security

44.1 Within thirty (30) days of the receipt of the Letter of Bid Acceptance from the LVBC, the successful Bidder shall furnish any Performance Security required in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the LVBC.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award and forfeiture of the Bid Security. In that event, the LVBC may award the Contract to the next best evaluated Bidder who is determined by the LVBC to be qualified to perform the Contract satisfactorily.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	Lake Victoria Basin Commission is the procuring entity.
ITB 1.1	The subject of procurement is framework contracts for: Supply of Office Consumables and Supplies **for a period of three (3) years 2026/27, 2027/28 & 2028/29.**
ITB 1.1	The Reference number of the Bidding Document is : **LVBC/FWC/2026/2027**
ITB 1.1	The number and identification of lots comprising this Bidding Document is: • **Lot 1: Office Supplies** • **Lot 2: Stationery** • **Lot 3: Computer Consumables** • **Lot 4: Office Consumables** The proportion of each Lot that a Bidder may bid for is: **None** The minimum and maximum number of Lots a Bidder may bid for is: **No limit**
ITB 5.5	The Bidder is required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorised to supply, in East Africa / Partner States, the Goods indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms. **WHERE APPLICABLE**
B. Bidding Document	
ITB 7.1	For clarification purposes only, the LVBC's address is: Attention: **Senior Procurement Officer** Street Address: **EAC Lake Victoria Basin Commission, LVBC Headquarters, Nkrumah Road, Off Kisumu-Busia Road** City: **Kisumu** PO Box No: **1510 - 40100** Country: **Kenya** Email: **procurement@lvbcom.org copy opiyo@lvbcom.org**
ITB 7.1	The LVBC will respond to any request for clarification provided that such request is received no later than **10 days** prior to the deadline for submission of Bids.

Instructions to Bidders Reference	Data relevant to the ITB
C. Preparation of Bids	
ITB 10.1	The medium of communications shall be in writing.
ITB 10.2	The language for the bid is **English**.
ITB 11.1(h)	The Bidder shall submit with its bid the following additional documents: 1. Copy of Trading / Business licence or equivalent; 2. Copy of Certificate of Registration or Incorporation or equivalent; 3. Copy of the Bidder's income Tax Clearance Certificate / Tax Compliance Certificate or equivalent; 4. Copy of the Bidders VAT registration or equivalent; 5. A Completed Bid Submission Sheet; 6. A Completed Price Schedule. 7. Audited Financial Statements / (Signed Bank Statements for Sole Proprietor) 8. Company Profile
ITB 13.1	Alternative Bids _**shall not**_____ be permitted.
ITB 14.5	The Incoterms edition is: **2000**
ITB 14.6(a)(i)	For Goods, the Bidder shall quote prices using the following Incoterms: **CIP LVBC Stores, Kisumu - Kenya**
ITB 14.7	The prices quoted by the Bidder shall be in US dollars or local currency of EAC Partner States
ITB 20.1	The bid validity period shall be **90** days.
ITB 21.1	A Bid Security **SHALL NOT** be required.
ITB 21.2 (d)	Other types of acceptable securities are: **N/A**
ITB 22.1	In addition to the **original** of the Bid, the number of copies required is: **ONE**
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: **POWERS OF ATTORNEY**
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, the LVBC's address is : Attention: **The Secretary, Procurement Committee** Street Address: **EAC Lake Victoria Basin Commission, LVBC Headquarters, Nkurumah Road, Off Kisumu -Busia Highway** Floor/Room number: **Ground floor, Tender Box**

Instructions to Bidders Reference	Data relevant to the ITB
	Town/City: **Kisumu** Country: **Kenya** **The deadline for bid submission is:** Date**: 15th May 2026** Time (local time): **11.00 am EAT**
ITB 27.1	The **bid opening** shall take place at: Street Address: **EAC Lake Victoria Basin Commission, LVBC Headquarters, Nkrumah Road, Off Kisumu-Busia Road** Floor/Room number: **LVBC Conference Room** City: **Kisumu** Country: **Kenya** Date: **15th May 2026** Time: **11.30 am EAT**
E. Evaluation of Bids	
ITB 34.1	The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: The source of exchange rate shall be: Central Bank of Kenya The date for the exchange rate shall be: **15th May 2026**
ITB 35.1	A margin of preference **shall not** apply. If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3 Evaluation Methodology and Criteria.
F. Award of Contract	
ITB 41.1	The percentage by which the estimated quantity or minimum value may be increased is: **25%** The percentage by which the estimated quantity or minimum value may be decreased is: **25%** **Quantities given are estimates and not guaranteed.**

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: LVBC/FWC/2026/2027

A Evaluation Methodology

1 Methodology Used

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

2 Summary of Methodology

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

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

2.3 The evaluation shall be conducted in three sequential stages –

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

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

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

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

B Preliminary Examination Criteria

3 Eligibility Criteria

3.1 The eligibility requirements shall be determined for:-

(a) Eligible Bidders in accordance with ITB Clause 4; and

(b) Eligible Goods or Services in accordance with ITB Clause 5.

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

(a) a copy of the Bidder's Trading licence or equivalent;

(b) a copy of the Bidder's Certificate of Registration or equivalent;

(c) a copy of the Bidder's income tax clearance certificate / Tax Compliance Certificate or equivalent;

(d) a copy of the Bidders VAT registration or equivalent;

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

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

(g) a completed Price Schedule. This should contain the declaration of the origin of the Goods for Goods;

(h) a statement in the Bid Submission Sheet that the Bidder has no conflict of interest;

(i) a declaration in the Bid Submission Sheet that the Bidder is not under suspension by any of the public procurement regulatory authority in any of the Partner States.

4 Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4. or case by case for services.

C Detailed Evaluation Criteria

5. Commercial Criteria

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

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

(b) acceptable response time to call-off orders;

6 Technical Criteria

This will be based on the requirements as per evaluation grid.

D Financial Comparison Criteria

7. Costs to be included in Bid Price

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

(a) for Goods; the unit and total delivered price based on the delivery terms requested and the estimated quantity specified. The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

(b) for services, fees; reimbursables and miscellaneous costs, for each activity. The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.

(c) taxes, duties and levies;

8 Non-cost Factors to be included in Evaluated Price

8.1 The non-cost factors to be included in the evaluated price are:

(a)

9 Margin of Preference N/A

10 Determination of Best Evaluated Bid or Bids

10.1 (a) for Goods; the bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

(b) for services, the bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.

10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, the LVBC shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

E Post-qualification Criteria

Post-qualification" means a formal procedure applied after tenders have been evaluated prior to award of contract, to determine whether or not the lowest evaluated tenderer … has the experience, capability and resources to carry out the contract effectively.

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

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

Section 4: Bidding Forms

Table of Forms

Bid Submission Sheet **29**
Price Schedule for Goods or Services **31**
Bid Security **32**
Manufacturer's Authorisation **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)

Bid Submission Sheet

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

Procurement Reference No: *(insert Procurement Reference number and Lot)*

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 issue date of each Addenda)*;

(b) We offer to conform with the Bidding Document and in accordance with the response times specified in the Statement of Requirements, Bills of Quantities or Terms of Reference the following Goods or Services under a framework contract arrangement *(insert a brief description of the Goods or Services. Amend wording and attach relevant details if alternative response times are is proposed)*;

(c) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Goods or Services with the exception of any guaranteed minimum value;

(d) The total price of our Bid, excluding any discounts offered in item (d) below, is: *(insert the total bid price in words and figures, indicating the various amounts and the respective currencies)*;

(e) The discounts offered and the methodologies for their application are:

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

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

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

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

(f) Our bid shall be valid for a period of *(specify the number of calendar days)* calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) 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

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

(i) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries *(insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor);*

(j) We undertake to abide by the Code of Ethical Conduct in Procurement during the procurement process and the execution of any resulting contract;

(k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;

(l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the LVBC;

(m) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been suspended by any of the public procurement regulatory authority in any of the Partner States.

(n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *(insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."))*

Name of Recipient	**Address**	**Reason**	**Amount & Currency**
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(l) We understand that this bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall not constitute a binding contract between us, until a formal contract is prepared and executed;

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

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

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

In the capacity of (*insert legal capacity of person signing the bid).*

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

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

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

Price Schedule for Goods or Services

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)*

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Item No.	**Goods or Services**	**Country of origin**	**Percent of East African origin** [1]	**Estimated Quantity (No. of units)**	**Unit price** [2]	**Import Duties, Sales and other taxes per unit** [2]	**Total Price**
(insert number of item corresponding to Statement of Requirements)	*(insert brief description name of Goods or Services)*	*(insert country of origin of the item)*	*(if the margin of preference applies, insert percentage of East African origin for this item)*	*(insert estimated number of units of this item to be purchased)*	*(insert the unit price of this item, including delivery in accordance with the delivery terms (Incoterms) stated, but excluding all import duties and taxes, paid or payable (if applicable)*	*(insert all import duties, taxes paid or payable in East Africa/ Kenya on this item)*	*(insert the total price for this item, which should equate to columns 5x(6+7)*

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

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

In the capacity of *(insert legal capacity of person signing the bid)*

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

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

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

[1] In accordance with margin of preference ITB Clause 35, if applicable

[2] In accordance with ITB Clauses 14 and 15

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) of bid submission)* for Procurement Reference number *(insert Procurement Reference number)* for the supply of *(insert brief description of the Goods or 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 "the LVBC") in the sum of *(specify in words and figures the amount and currency of the bid security*, 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 20.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the LVBC, during the period of bid validity, fails or refuses to:
   (a) sign the Contract in accordance with ITB Clause 43; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
   (c) accept the correction of its bid by the LVBC, pursuant to ITB Clause 31;
   we undertake to pay the LVBC up to the above amount upon receipt of its first written demand, without the LVBC having to substantiate its demand, provided that in its demand the 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.
3. This security shall remain in force up to and including thirty (30) days after the period of bid validity, 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. 458.

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

Name: *(insert complete name of person signing the Security)* In the capacity of *(insert legal capacity of person signing the Security)* Duly authorised to sign the Security for and on behalf of: *(insert complete name of the Financial Institution)*

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

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

Manufacturer's Authorisation

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Bids.

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

Name: *(insert complete name of person signing the Manufacturer's Authorisation)*

In the capacity of *(insert legal capacity of person signing the Manufacturer's Authorisation)*

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

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

Section 5: Eligible Countries

Procurement Reference Number: LVBC/FWC/2025/2026

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

A country shall not be eligible if:

(a) as a matter of law or official regulation, the EAC prohibits commercial relations with that country, provided that the EAC is satisfied that such exclusion does not preclude effective competition for the provision of Goods or 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 EAC prohibits any import of Goods or Services from that country or any payments to persons or entities in that country.

PART 2 – STATEMENT OF REQUIREMENT

Section 6: Statement of Requirements

Contents

1. List of Goods or Services 36
2. Delivery and Completion Schedule 41
3. Terms of Reference and Technical Specifications 42
4. Drawings 43
5. Inspections and Tests 44

1. List of Goods or Services

Procurement Reference Number: LVBC/FWC/2026/2027

The quantity shown below is the estimated quantity which will be purchased under the contract. Goods or Services will be purchased by call-off orders in accordance with the contract.

The LVBC shall purchase Goods or Services with a minimum value of: _____.

Item number	Brief Description of Goods or Services	Estimated Quantity	Unit of Measure
LOT 1	**OFFICE SUPPLIES**		
SUC0007	Flair Osmium Gel pens	100	each
SUS0002	Bic ball pens - assorted (Blue, Black, Red, Green)	1000	each
SUS0004	Calculators	10	each
SUS0005	Desk Organizer- plastic	20	each
SUS0007	Dust bins/waste paper baskets - plastic	20	each
SUS0008	Felt Tip Pens	10	each
SUS0011	Highlighter Markers, 1x4 pkt (Mixed Colours)	200	each
SUS0012	In / Out Office Trays - plastic	20	sets
SUS0013	Letter Opener- stainless steel	5	each
SUS0015	Marker Pens Assorted (Black, Red, Green, Blue)	10	packet
SUS0018	Name Badges - 1x50	900	pcs
SUS0019	Thumb tucks pins	20	packet
SUS0020	Office pins-stainless steel	20	packet
SUS0021	Pair of Scissors (Stainless Steel) - medium size	10	each
SUS0022	Paper Clips L/Size - 100pcs box	20	packet
SUS0023	Paper Clips M/Size - 10x100 box	100	packet
SUS0025	Pencil Sharpeners (single)	20	each
SUS0026	Pencils 1x12 pcs box	30	box
SUS0027	Plastic Ruler - 30 inch size	200	each
SUS0028	Punching Machine: Heavy Duty	5	each
SUS0029	Punching Machine: Medium size	20	each
SUS0030	File Dividers / separators 10 per packet	30	packet
SUS0031	Staple pins: 5000 staples per packet, 23DX17R - heavy duty	5	packet
SUS0032	Staple Pins: 5000 staples, HeavyDuty 9/16	5	packet
SUS0033	Staple Pins: 5000 staples, No.66/11/14	20	packet
SUS0035	Staple Pins: 5000 staples per packet, No 24/6	10	packet
SUS0036	Staple Remover	20	each
SUS0037	Stamp Ink Pad	20	each

SUS0048	Flash disks - 16GB	500	each
SUS0049	EAC Table flags complete with a polished wooden stand	30	each
SUS0050	EAC Flags - for high post hanging	50	each
SUS0051	Bull dog paper clips - large	50	packet
SUS0052	Bull dog paper clips - medium	50	packet

LOT 2	**STATIONERY**		
STB0001	Binding Spirals 6mm	5	packet
STB0002	Binding Spirals 8mm	5	packet
STB0003	Binding Spirals: 10mm	5	packet
STB0004	Binding Spirals: 12mm	10	packet
STB0005	Binding Spirals: 14mm	5	packet
STB0006	Binding Spirals 16mm	3	packet
STB0007	Binding Spirals 19mm	3	packet
STB0008	Binding Spirals 20mm	3	packet
STB0009	Binding Spirals 22mm	3	packet
STB0010	Binding Spirals 25mm	5	packet
STB0011	Binding Spirals 28mm	3	packet
STB0012	Binding Spirals 32mm	3	packet
STB0013	Binding Spirals 38mm	3	packet
STB0014	Binding Spirals 44mm	3	packet
STB0015	Binding Spirals 45mm	3	packet
STB0016	Binding Spirals 51mm	3	packet
STB0017	Binding covers (assorted colors) - 120 gms - 100 per packet	6	packet
STB0020	Binding Transparencies (assorted colours) - 100 per packet	10	packet
STB0021	String & Larn	40	packet
STB0022	Cello Tapes: 2 Clear White - medium size	10	each
STB0024	Glue Stick 1x25	30	each
STB0027	Masking Tapes: 1	10	each
STB0028	Masking Tapes: 2	10	each
STB0029	Office Glue	10	each
STB0032	Rubber Band - 100 gms per packet	10	each
STS0010	Coloured Papers (A4): Green - 80 gms	5	reams
STS0011	Coloured Papers (A4):Yellow - 80 gsm	5	reams
STS0012	Coloured Papers (A4): Pink - 80 gsm	5	reams
STS0013	Counter Book 1Q	10	each
STS0014	Counter Book 2Q	10	each
STS0015	Counter Book 3Q	100	each

STS0019	Document Wallet / Folders - Blue	200	each
STS0021	Envelopes: 8.7 X 4.3 (1 X 500) White.	200	pieces
STS0022	Envelopes: 8.7 X 4.3 (1 X 500) Khaki.	200	pieces
STS0023	Envelopes 5x7.5 1x500 white	200	pieces
STS0025	Envelopes: 10 x 7 A5 Size. Khaki.	200	pieces
STS0027	Envelopes: 10 x 12 A4 Size. Khaki.	200	pieces
STS0028	Envelopes: 16 x 12 A3 Size. Khaki.	200	pieces
STS0029	Ivory board paper - 250gms	5	pieces
STS0030	Flip Charts	5	each
STS0032	Photocopy Paper (A3 size) - 80 gsm	3	reams
STS0033	Photocopy Paper (A4 size) - 80 gsm	1000	reams
STS0034	Plastic File, A4 Size with clear top cover	500	each
STS0035	Yellow Stick On 3x5	100	each
STS0036	Ring Binders (Plastic - 40mm capacity)	600	each
STS0037	Shorthand Notebook: 20.5x12.7 cm, 80 sheets	600	each
STS0038	Spring Files - A4 size plastic	50	each
STS0039	Suspension files - 1x50	100	each
STS0042	Writing Pads - White A4 size	500	each
STS0052	Yellow Stick On 3x3	20	each
STS0064	Parker Pen Refills	50	each
STS0065	Parker pens executive	20	each
	Printed Stationery - Branded (Attach samples of letter head, envelopes, business cards)		
STS0063	Letter Heads - Conquerer paper - 100gms	10	reams
STB0033	Complimentary slips - full colour (50 sheets) - size A5	40	booklets
STS0007	Procurement Case File	100	each
STS0016	Staff files-customised	40	each
STS0017	Staff files-customised (confidential)	40	each
STS0018	Staff files-customised (with title post files)	40	each
STS0024	Customised A5 LVBC Envelopes	1000	each
STS0026	Customised A4 LVBC Envelopes	1000	each
STS0041	Vehicle Log Books	10	each
STS0043	Customised small LVBC Envelopes C6	1500	each
STS0044	Customised A3 LVBC Envelopes	1000	each
STS0057	Receipt book -Self carbonated 50 sheets A5 Size	20	each
STS0072	Travel Request & Authorisation- self carbonated 50 sheets A4 size	50	each
STS0073	Customised LVBC Pocket files	2000	each
STS0076	A5 LVBC Ruled pads 80gms	100	each

LOT 3	COMPUTER CONSUMABLES		
SUC0002	HP Toner Cartridge CF230A	10	each
SUC0003	Toner CE410A Black	20	each
SUC0004	Toner CE411A Cyan	20	each
SUC0005	Toner CE412A Yellow	20	each
SUC0006	Toner CE413A Magenta	20	each
SUC0010	HP Toner CE390A Black	10	each
SUC0019	HP Toner Cartridge 42A	20	each
SUC0022	Kyocera Toner TK655	5	each
SUC0023	Toner Cartridge TK 665 KM 8030	5	each
SUC0024	HP Toner Cartridge CE505A	25	each
SUC0038	Toner CF 410A Black	20	each
SUC0039	Toner CF 411A Cyan	20	each
SUC0040	Toner CF 412A Yellow	20	each
SUC0041	Toner CF 413A Magenta	20	each
SUC0046	Toner CF283A	20	each
SUC0056	LaserJet toner CF280A	30	each
SUC0057	CE400A Black	20	each
SUC0058	CE401A Cyan	20	each
SUC0059	CE402A - Magenta	20	each
SUC0060	CE403A Yellow	20	each
SUC0064	Toner CE 263A Magenta	5	each
SUC0065	CF 380A K Black	10	each
SUC0066	CF 381A Cyan	10	each
SUC0067	CF 382A Yellow	10	each
SUC0068	CF 383A Magenta	10	each
SUC0069	Toner CF210A K Black	5	each
SUC0070	Toner CF211A C Cyan	5	each
SUC0071	Toner CF212A Y Yellow	5	each
SUC0072	Toner CF213A M Magenta	5	each
SUC0073	Toner TK 5150 K Black	10	each
SUC0074	Toner TK 5150 C Cyan	10	each
SUC0075	Toner TK 5150 Y Yellow	10	each
SUC0076	Toner TK 5150 M Magenta	10	each
SUC0077	HP LaserJet W2030A Black	10	each
SUC0078	HP LaserJet W2031A Cyan	10	each
SUC0079	HP LaserJet W2032A Yellow	10	each
SUC0080	HP LaserJet W2033A Magenta	10	each

LOT 4	OFFICE CONSUMABLES		
SUL0004	Harpic-Toilet Cleaner 500ml or its equivalent	500	each
SUL0005	Toilet Papers - Rexa(1x40) or its equivalent	50	each
SUL0007	Vim bottles- 500mls	50	each
SUL0008	Axion - 250 grams or its equivalent	200	each
SUL0009	Omo - 500grams or its equivalent	100	each
SUL0010	Jik - 750 mls	50	each
SUO0001	Air Freshener (Assorted) - 500 mls - (Tropikal) or its equivalent	100	each
SUO0005	Insecticide (doom) 300gm or its equivalent	20	each
SUO0010	Facial tissues - 200mmx210mm -2 PLY 80 sheets)	200	packet
SUO0015	Supa Brite -Kitchen Cleaner -(scotchbrite 3m) or its equivalent	150	packet
SUO0018	Windolene - 500mls	10	each
SUO0019	Furniture polish - 300mls	10	each
SUO0020	Paragen disinfectant - 200 gm or its equivalent	400	each
SUO0022	Serviettes (sheet size 305x305mm-100 napkins per packet)	200	packet
SUO0025	Toilet balls 12x5	400	packet
SUO0003	Cocoa -100grams	50	each
SUO0012	Sugar- kgs - 1 kg packaging	500	kgs
SUO0016	Mineral water 500mls	2000	each
SUO0024	Drinking Chocolate - 125grams (Cadburys)	200	each
SUO0026	Nescafe coffee - 100 grams or its equivalent	400	each
SUO0028	Aberdare tea bags - 100 grams	400	packet
SUO0029	Ketepa tea bags - 100grams or its equivalent	400	packet
SUO0031	Masala tea bags - 100 grams	20	packet
SUO0034	Keringeti Water 18.9 litre bottle or its equivalent	2000	bottles

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

2. Delivery and Completion Schedule

Procurement Reference Number: _____

The response time shall commence from the date of each call-off order. The Provider shall meet the response times for any call-off order, subject to the limitations in the contract.

Call-off orders may be issued at any time during a period of: **maximum 2 weeks.**

Item number	**Brief Description of Goods or Services**	**Response Time** *(days/wks/mths)*	**Delivery Point/ Site**
	AS PER ABOVE ITEMS IN LOTS		LVBC STORES - KISUMU

3. Terms of Reference and Technical Specifications

Procurement Reference Number:

Column b states the minimum terms of reference and technical specifications of the item(s) required by the LVBC.

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

Item No.	**Terms of Reference and Technical Specifications required including applicable standards**	**Compliance of Terms of Reference and specifications offered**
a	***b***	***c***
1	AS PER LISTED IN LOT 1- OFFICE SUPPLIES	
2	AS PER LISTED IN LOT 2 - STATIONERY	
3	AS PER LISTED IN LOT 3 – COMPUTER CONSUMABLES	
4	AS PER LISTED IN LOT 4 – OFFICE CONSUMABLES	

The detailed technical evaluation will examine the terms of reference and technical specification of the items offered in column c and determine whether this meets the minimum specifications or terms of reference in column b. Bidders must complete column c or the bid will be rejected. **For Goods, bidders are required to include technical literature to support the details provided in column c.**

4. Drawings

Procurement Reference Number:

List of related Drawings		
Drawing number	**Drawing name**	**Purpose**

5. Inspections and Tests

Procurement Reference Number:

List of Inspections and Tests	
Items subject to Inspection and Tests;	
Type of inspection or tests and the standards to be met;	
Location of the inspection or tests;	
Inspection agency;	
Timing of the inspection;	
Notifications or documentation required from the provider;	
Provision of any samples for inspection;	
Cost of the inspection;	
Arrangements and costs for any re-inspection required;	
Any other relevant details.	

PART 3 - CONTRACT

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

Table of Clauses

1. Definitions 46
2. Contract Documents 46
3. Corrupt Practices 47
4. Interpretation 47
5. Language 48
6. Joint Venture, Consortium or Association 48
7. Eligibility 48
8. Notices 49
9. Governing Law 49
10. Settlement of Disputes 49
11. Scope of Supply 49
12. Delivery and Documents 49
13. Provider's Responsibilities 49
14. and LVBC's Responsibilities 49
15. Contract Price 50
16. Terms of Payment 50
18. Taxes and Duties 50
19. Performance Security 51
20. Copyright 51
21. Confidential Information 51
22. Subcontracting 52
23. Specifications and Standards 52
24. Packing and Documents 52
25. Insurance 53
26. Transportation 53
27. Inspections and Tests 53
28. Liquidated Damages 54
29. Warranty 54
30. Patent Indemnity 54
31. Limitation of Liability 55
32. Change in Laws and Regulations 55
33. Force Majeure 56
34. Change Orders and Contract Amendments 56
35. Extensions of Time 56
36. Termination 57
37. Assignment 58

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

1. Definitions

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

(a) "Completion" means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract.

(b) "Contract" means the Agreement entered into between LVBC and the Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

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

(d) "Contract Price" means the price payable to the Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(e) "Day" means working day.

(f) "Delivery" means the transfer of the Supplies from the Provider to LVBC in accordance with the terms and conditions set forth in the Contract.

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

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

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

(k) "Related Services" means the services incidental to the provision of Supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.

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

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

(n) "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

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

2. Contract Documents

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

(a) Agreement,

(b) The Provider's Bid, as amended by any clarifications,

(c) Special Conditions of Contract,

(d) General Conditions of Contract,

(e) Statement of Requirements,

(f) any other document listed in the SCC as forming part of the Contract.

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

3. Corrupt Practices

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

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii)"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv)"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

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

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

4. Interpretation

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

4.2 Incoterms

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

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

4.3 Entire Agreement

The Contract constitutes the entire agreement between the 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.

4.4 Amendment

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

4.5 Non-waiver

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

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

4.6 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

7.2 All Supplies and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country

where the Supplies have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

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

10. Settlement of Disputes

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

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under The Arbitration Act or such other formal mechanism specified in the SCC.

11. Scope of Supply

11.1 The Supplies and Related Services to be provided shall be as specified in the Statement of Requirements.

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

12. Delivery and Documents

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

13. Provider's Responsibilities

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

14. and LVBC's Responsibilities

14.1 Whenever the provision of Supplies and Related Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities, the LVBC shall, if so required by the Provider, make its best effort to assist the Provider in complying with such requirements in a timely and expeditious manner.

14.2 LVBC shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

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

15.2 Prices charged by the Provider for the Supplies delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Provider's request for payment shall be made to LVBC in writing, accompanied by invoices describing, as appropriate, the Supplies delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.

16.3 Unless otherwise specified in the SCC, payments shall be made promptly by the LVBC, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the LVBC. The LVBC shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, LVBC shall advise the Provider of the reasons for rejection.

16.4 The currency or currencies in which payments shall be made to the Provider under this Contract shall be specified in the SCC.

17 Advance Payment Guarantee

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

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

17.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

18. Taxes and Duties

18.1 Except as otherwise specifically provided in the SCC, the Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national authorities, both within and outside , in connection with the Supplies and Related Services to be supplied under the Contract.

18.2 Notwithstanding GCC Sub-Clause 18.1, and unless otherwise specified in the SCC, the LVBC shall bear and promptly pay all taxes, import duties, and levies imposed by law on the Supplies and Related Services when such Supplies and Related Services are supplied from and delivered or completed outside .

18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Provider, the LVBC shall use its best efforts to enable the Provider to benefit from any such tax savings to the maximum allowable extent.

18.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date

twenty-eight (28) days prior to the date of bid submission in (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

19. Performance Security

19.1 If so stated in the SCC, the Provider shall, within twenty-one (21) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to LVBC.

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

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

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

20. Copyright

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

21. Confidential Information

21.1 LVBC and the Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Provider may furnish to its Subcontractor such documents, data, and other information it receives from LVBC to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under GCC Clause 21.

21.2 LVBC shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from LVBC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

(a) the LVBC or Provider need to share with any institution participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

22.1 The Provider shall notify LVBC in writing of all sub-contracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities, or liability under the Contract.

22.2 Sub-contracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

23.1 Technical Specifications and Drawings

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

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

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

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

24. Packing and Documents

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

24.2 The packing, marking, and documentation within and outside the packages shall

comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by LVBC.

25. Insurance

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

26. Transportation

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

27. Inspections and Tests

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

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

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

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

27.5 LVBC may require the Provider to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Supplies comply with the technical specifications codes and standards under the Contract, provided that the Provider's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Provider's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

27.6 The Provider shall provide LVBC with a report of the results of any such test and/or inspection.

27.7 LVBC may reject any Supplies or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Provider shall either rectify or replace such rejected Supplies or parts thereof or make alterations necessary to meet the specifications at no cost to LVBC, and shall repeat the test and/or inspection, at no

cost to LVBC, upon giving a notice pursuant to GCC Sub-Clause 27.4.

27.8 The Provider agrees that neither the execution of a test and/or inspection of the Supplies or any part thereof, nor the attendance by LVBC or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Provider from any warranties or other obligations under the Contract.

28. Liquidated Damages

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

29. Warranty

29.1 The Provider warrants that all the Supplies are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

29.2 Subject to GCC Sub-Clause 23.1, the Provider further warrants that the Supplies shall be free from defects arising from any act or omission of the Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in.

29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Supplies, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

29.4 LVBC shall give notice to the Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. LVBC shall afford all reasonable opportunity for the Provider to inspect such defects.

29.5 Upon receipt of such notice, the Provider shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective Supplies or parts thereof, at no cost to LVBC.

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

30. Patent Indemnity

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

(a) the installation of the Supplies by the Provider or their use in or where the Site is located; and

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

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

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

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

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

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

31. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Provider to pay liquidated damages to LVBC; and

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

32. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or

decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

33. Force Majeure

33.1 The Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

33.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Provider. Such events may include, but not be limited to, acts of the LVBC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

33.3 If a Force Majeure situation arises, the Provider shall promptly notify the LVBC in writing of such condition and the cause thereof. Unless otherwise directed by LVBC in writing, the Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34. Change Orders and Contract Amendments

34.1 LVBC may at any time order the Provider through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Supplies to be furnished under the Contract are to be specifically manufactured for the LVBC;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Provider.

34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider's receipt of the LVBC's change order.

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

35. Extensions of Time

35.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Supplies or completion of Related Services pursuant to GCC Clause 12, the Provider shall promptly notify the LVBC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the LVBC shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension

shall be ratified by the parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36. Termination

36.1 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 36.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the Parties in writing;

(b) the Provider becomes, or if any of the Provider's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 10.2 hereof;

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

(e) the 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;

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

(h) where Court directs that a contract should be terminated.

36.2 The Provider may, by not less than thirty days written notice to the LVBC, such notice to be given after the occurrence of any of the events specified in GCC Clause 36.2 (a) to (d) terminate the Contract if:

(a) LVBC is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the LVBC of the Provider's notice specifying such breach;

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

(c) LVBC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 10.2 hereof.

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

37. Assignment

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

Section 8: Special Conditions of Contract

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

GCC clause reference	Special Conditions
	The Procurement Reference Number is: **LVBC/FWC/2026/2027**
GCC 1.1(i)	The procuring entity is. **Lake Victoria Basin Commission**
GCC 1.1 (g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1.1 (o)	The Site(s) is/are: **Lake Victoria Basin Commission**
GCC 1.1	In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them: (p) "Framework Contract" means a contract arrangement for an estimated quantity or minimum value of Goods or Services at fixed rates, where actual quantities are purchased by means of call-off orders and payment is made for the actual quantities delivered. (q) "Call-Off Order" means an order issued by the LVBC for the purchase of specified quantities of the Goods or Services under a framework contract. (r) "Response Time" means the period for delivery of the Goods or Services, calculated from the date of a call-off order.
GCC 2.1(g)	The other documents forming part of the Contract are the call-off orders issued under the Contract.
GCC 4.2 (b)	The version of Incoterms shall be: 2000
GCC 5.1	The language shall be: **English.**
GCC 6.1	The individuals or firms in a joint venture, consortium or association be jointly and severally liable.
GCC 8.1	For **notices**, and the issue of call-off orders, the LVBC's address shall be: Attention: **The Executive Secretary** Street Address: **EAC Lake Victoria Basin Commission, LVBC Headquarters, Nkrumah Road, Off Kisumu-Busia Highway** City: **Kisumu** PO Box No: **1510 - 40100** Country: **Kenya** Email: procurement@lvbcom.org For **notices**, including call-off orders, the Provider's address shall be: Attention: Street Address:

GCC clause reference	Special Conditions
	Floor/Room number: Town/City: PO Box No: Country: Facsimile number: Tel: Email:
GCC 9.1	The Governing law shall be the law of Kenya.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: **by amicable settlement or otherwise as per the provisions of the East African Court of Justice**
GCC 11.1	Notwithstanding the provisions of GCC 11.1, the quantities specified in the Statement of Requirements are estimated and are not purchased by this contract. The quantity of Goods or Services to be provided shall be as specified in call-off orders.
GCC 12.1	The Delivery of the Goods and Services shall be in accordance with each call-off order. Delivery and Completion shall be within the response times specified in the Bills of Quantities and Delivery and Completion Schedule specified in the Statement of Requirements, calculated from the date of each call-off order. The shipping and other documents to be furnished by the Provider for each call-off order are:
GCC 15.1	Notwithstanding the provisions of GCC 15.1 and GCC 1.1(d), the Contract Price specified in the Agreement shall be the estimated price payable to the Provider and the actual price payable to the Provider shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in call-off orders, subject to any minimum value specified in the Statement of Requirements.
GCC 15.2	The price adjustment shall be: **N/A**
GCC 16.1	Payment shall be made in full for each call-off order following delivery of the Goods or Services specified in the call-off order and submission of an invoice and the documents listed in clause 12.1.
GCC 16.3	The payment period shall be: **30 working days after delivery and certification of the invoice**
GCC 16.4	The currency (ies) for payments shall be: **USD or EAC Partner States local currencies.**
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider.
GCC 18.2	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider:
GCC 18.1	A Performance Security **SHALL NOT** be required.

GCC clause reference	Special Conditions
	The amount of the Performance Security shall be: N/A The currency shall be: **N/A**
GCC 18.3	The forms of acceptable Performance Securities are: **N/A**
GCC 18.4	Discharge of the Performance Security shall take place not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract. The Performance Security shall be reduced in value following completion of the Provider's obligations under each call-off order, by an amount proportionate to the value of the contract price represented by the call-off order.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **The Executive SecretaryEAC Lake Victoria Basin Commission, LVBC Headquarters, Nkrumah Road, Off Kisumu-Busia Road**
GCC 24.1	The insurance coverage shall be: **Comprehensive – CIP LVBC Stores, Kisumu, Kenya**
GCC 25.1	The INCOTERM shall be: 2000
GCC 26.2	The location for conducting inspections and tests shall be: **LVBC Stores, Kisumu, Kenya**
GCC 27.1	Liquidated damages **shall** apply if the provider fails to deliver any or all of the goods and services specified in any call-off order within the response times specified in the statement of requirements. Notwithstanding the provisions of GCC 27.1, the amount of liquidated damages shall be calculated as a percentage of the value of the call-off order and shall apply only to the call-off order under which the provider has failed to deliver the goods or perform the services. The liquidated damage shall be: 0.5% of the value of the call-off order per week. The maximum amount of liquidated damages shall be: 95% of the value of the call-off order.
GCC 28.3	The period of validity of the Warranty shall be: **12 months**
GCC 28.5	The period within which the Provider shall repair or replace defective Goods or Services shall be: **maximum of 10 days**
GCC 30.1	The amount of aggregate liability shall be: **the contract amount**

Section 9: Contract Forms

Table of Forms

Agreement **63**
Call-Off Order **65**
Performance Security **66**
Advance Payment Security **67**

Agreement
For a Framework Contract

Procurement Reference No:

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the LVBC to the Provider as indicated in this Agreement, the Provider hereby covenants with the LVBC to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The LVBC hereby covenants to pay the Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The quantities of Goods specified in the Statement of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
5. The LVBC shall order from the Provider all the Goods specified in the contract that are required to be purchased by the LVBC during the period stated below, unless any Goods are urgently required in an emergency situation and the Provider is unable to deliver such Goods within the period required by the LVBC.
6. The LVBC guarantees to order at least the value of Goods specified as the minimum value in the Statement of Requirements.
7. Any Goods to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the LVBC as Notices in accordance with GCC Clause 8, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 8.
8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this

period, shall be governed by the Contract in the same way as if it had been completed during that period.

9. Call-off orders are subject to the following limitations and exceptions:

   (a) where the value of a call-off order is less than 2½% of the contract price, the Provider is not obliged to provide the Goods, provided that the Provider gives the LVBC a notice, within three working days of the date of the call-off order, stating its intention not to provide the Goods;

   (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Provider shall not be bound by the response times specified in the Statement of Requirements, provided that the Provider gives the LVBC a notice, within three working days of the date of the call-off order, stating its inability to deliver the Goods within the response time and specifying the delivery period which will apply.

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

Signed by _____ (for the LVBC)

Name:_____ Position:_____

Signed by _____ (for the Provider)

Name:_____ Position:_____

Call-Off Order
Under a Framework Contract

Procurement Reference No: _____

Call-Off Order Reference No: _____

Provider: _____

Date of Call-Off Order: _____

The LVBC issues this call-off order under the framework contract referenced above.

This call-off order is subject to the terms and conditions of the framework contract referenced above. In the event of a conflict, between this call-off order and the contract, the contract shall prevail.

Please proceed with delivery of the Goods detailed on the attached List of Goods and Price Schedule, in accordance with the response times specified in the contract.

The total value of this call-off order is _____.

Please confirm your receipt of this call-off order and that you are proceeding with delivery of the Goods, in accordance with the terms and conditions of the contract.

Authorised by:

Signature:	
Name:	
Position:	

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

Performance Security

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

Procurement Reference No: *(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 Goods and Related Services)* (hereinafter "the Contract").

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

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

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

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

Advance Payment Security

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

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

To: ***The Lake Victoria Basin Commission***

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

ANNEX I - EVALUATION GRID
(As per ITB 11.1 h: Evaluation Methodology and Criteria)

(i)PRELIMINARY EXAMINATION CRITERIA

Eligibility & Administrative Compliance Criteria

	Mandatory Requirements
(a)	Copy of Trading / Business licence or equivalent;
(b)	Copy of Certificate of Registration or Incorporation or equivalent;
(c)	Copy of the Bidder's income Tax Clearance Certificate / Tax Compliance Certificate or equivalent;
(d)	Copy of the Bidders VAT registration or equivalent;
(e)	A Completed Bid Submission Sheet;
(f)	A Completed Price Schedule.
(g)	Audited Financial Statements / (Signed Bank Statements for Sole Proprietor)
(h)	Company Profile

Please note that failure to submit documents indicated above will lead to outright disqualification unless if the evaluation team deems it immaterial i.e. (disadvantage any other bidder)

	1	**2**	**3**	**4**	**5**	**6**
Name of Bidder						
Eligibility criteria as per requirements						
Conclusion	*C/NC*	**C/NC**	**C/NC**	**C/NC**	**C/NC**	**C/NC**

KEY:
C-Compliant
NC- Non-Compliant

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

(ii) DETAILED EVALUATION CRITERIA

Commercial and Technical Responsiveness

		Bidders				
Name of bidders	**A**	**B**	**C**	**D**	**E**	**F…...**
Requirement / Evaluation Criteria						
Acceptable response time to call-off orders (maximum of 3 weeks)						
Capacity to Deliver (attach 3 reference letters from firms you have supplied)						
Conformity to minimum Technical specifications						
Past Performance (Attach at least 3 copies of LPOs or letters of awards within the past one year)						
Quality of Supplies (conformity of samples of Branded Stationery under Lot 2)						
Conclusion	R/NR	R/NR	R/NR	R/NR	R/NR	R/NR

KEY:
R- Responsive
NR-Non-responsive

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

(iii) FINANCIAL EVALUATION CRITERIA

Summary of Financial Evaluation/Comparison/Price:

No.	Name of Bidder	Bid Currency	Bid Total	Corrections made	Discounts	Adjustments made	Correct-ed Amount	Exchange Rate	Convert-ed Total	Evaluated Total	Rank

NOTE:

- **Currency of financial evaluation shall be in US Dollars.**
- **All other currencies shall be converted using the exchange rates of the Central Bank of Kenya as provided on the bid closing date.**
- **Bidding for partial supplies is not acceptable**
- **LVBC is not obliged to award to the lowest bidder**

NOTE THAT LVBC IS A CORRUPTION FREE ENVIRONMENT. ANY INTERFERENCE OR COLLUSION IN THE PROCESS AT ANY LEVEL OF THIS PROCUREMENT PROCESS IS CULPABLE

Form to be filled by the bidder on submission of the bid and if will be asked at the time of award

BIDDER DUE DILIGENCE FORM

EAC Lake Victoria Basin Commission
13th Floor, New Nyanza Regional HQ
Owuor Otiende Road
P. O. BOX 1510 – 40100
Kisumu - Kenya
…….

INSTRUCTIONS:

1. Complete all sections and return with applicable support documentation to the above address. All the sections of the form and all support documentation shall be submitted in English only. If the documentation is in language other than English, it should be accompanied by a certified translation.

2. Incomplete submissions will not be processed.

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

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

Section 2: Financial Information	
1.Gross Annual Turnover for the last …… years (please state currency) (indicates the applicable number of years and turnover respectively)	
3. Bank Name:	4. Bank Account No.:
5. Address of Bank (City/State/Region/Postal Code):	6. Country:
7. Swift Code or ABA Bank or National Clearing Number:	8. Branch ☐ Main Office: ☐
9. Intermediary Bank (Alternate payee), if required:	
10. Bank Name:	11. Bank Account Number:
12. Address of Bank (City/State/Region/Postal Code):	13. Country:
14. Swift Code or ABA Bank Number:	

Section 3: Technical Capability and Information on Goods/Services Offered:		
1. Has your company ever filed or petitioned for bankruptcy or re-organisation?	Yes ☐	No ☐
(If yes, please attach a detailed explanation, filing date and current status)		
2. Has your company ever been terminated for contract non-performance?	Yes ☐	No ☐
(If yes, please attach a detailed explanation)		

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

Yes ☐ **No** ☐

(if yes, please attach a detailed explanation)

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

(If yes, please list former name(s)

Section 4: Goods/Services Classification

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

☐ **Manufacturing** ☐ **Distributor** ☐ **Retailer** ☐ **Leasing** ☐ **Wholesaler** ☐ **Maintenance**

☐ **Service** ☐ **Consulting** ☐ **Works**

Other (please specify)_____

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

3. Company literature attached:

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

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

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

Attachments:

Audited financial statements for last 3 years / Bank Statements for Sole Proprietor
Copy of your company's environmental policy, if applicable
Explanation of labour disputes, if any
Company literature (catalogues, brochures, etc.)
Any other relevant documents.

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