

EAST AFRICAN COMMUNITY LAKE VICTORIA BASIN COMMISSION

P.O. Box 1510-40100
KISUMU, KENYA



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www.lvbcom.org

Our Ref: LVBC/DISP/MV/01/24
Date: 13th June 2024

DISPOSAL TO EAC STAFF MEMBERS FOR SALE “AS IS WHERE IS”

INVITATION TO BID FOR PURCHASE OF USED MOTOR VEHICLES FOR LAKE VICTORIA BASIN COMMISSION

The EAC - Lake Victoria Basin Commission (LVBC) intends to dispose of used motor vehicles (two units), on **“as is, where is”** basis; and the Commission shall have no further liability after sale.

1. The Commission now invites sealed bids for the purchase of the below units in the Schedule of Items and Prices attached as Appendix A
2. Bidding will be conducted through the tender procedure as specified in the EAC Financial Rules and Regulations, 2012 and Procurement Manual 2023, and is open to EAC Staff.
3. Interested bidders should contact the Administration Office for inspection of the assets for disposal at the LVBC offices at the New Nyanza Regional Headquarters, before the bidding deadline of **24th June 2024**.
4. Late bids, portion of bids, electronic bids, shall not be accepted for evaluation irrespective of the circumstances. Bidders may bid for one or more complete category but not in portions of a category.
5. The Buyer shall collect the assets within seven (7) days after full payment for the assets has been received by the Commission.
6. The buyer is responsible for all payment of duties and other related taxes on motor vehicles and any other assets as may be required.
7. The Commission shall release the vehicles after payment of respective duties and taxes to the Revenue authorities.
8. The buyer is responsible for all handling, transport and insurance to remove goods from their current location.
9. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below.
11. All Bid forms in one original and one copy properly filled in, and enclosed in one plain sealed envelope for each category and clearly marked the reference

number and description, and must be addressed as below and delivered to the tender box or emailed to **disposal@lvbcom.org** on or before **11.00 a.m. 24th June 2024**. Bids will be opened immediately on **24th June 2024** at **11.15 a.m.** in the presence of the bidders' representatives who choose to attend at the address below.

Independent Agent – LVBC Motor Vehicle Disposal
C/O
EAC - Lake Victoria Basin Commission
New Nyanza Regional Headquarters, 13th floor
Owuor Otiende Road, Off Kenyatta Highway
P.O Box 1510-40100
KISUMU - KENYA

For any clarification, interested bidders may email: disposal@lvbcom.org

12. This bid and your written acceptance shall constitute a binding contract between us. The bidding currency may be in any EAC local currency or US Dollars.

13. Evaluation of Bids: The evaluation of bids shall be based on price only.

14. Evaluation of Price: LVBC shall correct any arithmetic errors in the bids, convert the bids to a common currency and rank bids to determine the highest priced bid.

15. Evaluation Currency: The currency of evaluation shall be in US Dollars at the prevailing market rate and as published by Central Bank of Kenya on the bid submission deadline date.

16. Best Evaluated Bid: The best evaluated bid shall be the highest priced bid and shall be recommended for award of contract, subject to any reservations regarding failure to meet the official valuation or reserve price and subject to a limit of one similar item for one public officer.

15. Award of Contract: Award of contract shall be by placement of a Contract.

Dated this _____ day of _____ 20 _____

[Signature]

[in the capacity of]

Duly authorized to sign bid for and on behalf of _____

APPENDIX A: Schedule of Items

Disposal number	Reference	Description	General Condition
LVBC/DISP/MV/01/24/01		<ul style="list-style-type: none">• Registration No. CD1EAC20• Make: Toyota Landcruiser Prado, automatic• Body: Station wagon• Year of Manufacture: 2009• Engine capacity: 2986cc• Fuel: Diesel• Colour: B/Red• Mileage: 360771 Km	Grounded
LVBC/DISP/MV/01/24/02		<ul style="list-style-type: none">• Registration No. CD1EAC30• Make: Toyota KDJ150R• Body: Station Wagon• Year of Manufacture: 2012• Engine capacity: 2982cc• Fuel: Diesel• Colour: Dark Steel• Mileage: 255044 km	Grounded

Schedule of Price

Disposal No.	Ref.	Description of Asset	Currency	Price

Schedule of Price Submitted by:

Signature of Authorized Person:

Name of Authorized Person:

Mobile Number.....

Address:.....

Email:.....

Date:

Notification of Contract Award for Disposal

The person named below has been awarded a contract for the disposal requirement detailed below.

Disposal Reference number:	
Subject of Disposal:	
Method of Disposal:	
Contract awarded to (Name):	
Date of Contract Award:	
Total Contract Price:	

Contract Form

THIS AGREEMENT made the *[day]* day of *[month]*, *[year]* between [name and address of Seller (hereinafter “the Seller”), of the one part, and [name and address of Buyer (hereinafter “the Buyer”), of the other part:

WHEREAS the Seller invited bids for the disposal of Assets *[describe the assets to disposed]* and has accepted a Bid by the Buyer for the purchase of those Assets in the sum of *[insert contract price in number and words]* (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 Conditions of Contract herein after referred to; and they shall be deemed to form and be read and construed as part of this Agreement.
2. The Buyer hereby covenants to pay the Seller in consideration of the provision of the Assets, the Contract Price at the times and in the manner prescribed by the Contract.
3. In consideration of the payments to be made by the Buyer to the Seller as indicated in the Contract, the Seller hereby covenants with the Buyer to release the Assets in conformity in all respects with the provisions of the Contract.

NOW THEREFORE the Parties hereby agree as follows:

Terms and Conditions	In consideration of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties intending to be legally bound, hereby agree that the description of the vehicle is :{.....}
Consideration	The total purchase price to be paid by the Buyer to the Seller for the acquired { <i>description of asset</i> } is {.....}. Parties agree that the said consideration shall be paid immediately after the signature of the Agreement by both Parties. The LVBC Bank account for this purpose is {.....}.
Delivery of Acquired Vehicle and Conveyance of Title	The Seller shall deliver the Acquired Vehicle, and the Buyer shall take possession of the same, at the Sellers premises in a period not exceeding one month from the date of Agreement is signed by both Parties. To facilitate the Buyer with the administrative processes involved in the new registration, the Seller shall deliver to the Buyer a copy of the Certificate of De-Registration within a period of two weeks after the signing of the Agreement. Actual handover of the Vehicle to the Buyer shall be upon submission to the Seller of proof of payment of customs duty, returned

	registration plates and copy of new log book. The Seller agrees and covenants to execute all documents presented by the Buyer which are necessary to finalize transfer of title and registration.
Representations, Warranties and Disclosures	This vehicle is sold "AS IS, WHERE IS" basis and the Seller does not in any way, expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.
Buyer's Responsibility	The Buyer acknowledges that the Acquired vehicle and related documents have been duly inspected and approved by him and have been found to be satisfactory. The Buyer further acknowledges that after delivery and handing over the Acquired Vehicle, responsibility and liability for any offences, accidents, or disputes regarding the Acquired vehicle, including but not limited to, illegal use of the vehicle, traffic violation notices, accident-related litigation, maintenance of valid insurance and updating the vehicle with the relevant authorities shall hence shift to the Buyer.
Confidentiality	Both parties shall observe confidentiality in respect of all information received from the other party or from third party, which must be treated confidentially; and This obligation of confidentiality shall remain in force after the expiry of this Agreement.
Dispute Settlement	Any dispute between the Parties as a result of the operation of this Agreement shall be resolved amicably between the Parties.
Modification	Unless otherwise provided in this Agreement, the Agreement shall be modified, superseded, or voided only upon the written and signed Agreement of the Parties.
State Law	This Agreement shall be interpreted under, and governed by, the laws of the Republic of Kenya.

IN WITNESS; whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Seller

Buyer

Signed by:.....

Signed by:.....

Name:.....

Name:.....

Position:.....

Position:.....

Date:.....

Date:.....

Handing over Certificate

[Letterhead paper of the Procuring Entity]

This is to certify that [insert the description of assets being disposed] have been handed over to [insert name of the buyer and address].

The documents handed over by the Seller to the Buyer are [list the documents].

Authorized Signature of Seller:

Name and Title of Signatory:

Date:

In the presence of:

Signature:

Name:

Date:

Authorized Signature of Buyer:

Name and Title of Signatory:

Date:

In the presence of:

Signature:

Name:

Date: