



Republic of Uganda

Ministry of Education and Sports

Standard Bidding Document

for

Supplies

Open Bidding Method

Subject of Procurement: Emergency procurement of four (04) million IMPORTED radios under four Lots of 1 million radios per Lot for distribution to Households to facilitate learning during the extended lockdown

Procurement Reference Number: MOES/SUPLS/20-21/00018

Date of Issue: 13th August 2020

Bidding Document for Procurement of imported Radios under emergency situation

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THE REPUBLIC OF UGANDA

BID NOTICE UNDER OPEN BIDDING

Standard Invitation to Bidders

Emergency procurement of four (04) million radios in four Lots of one million radios per lot for distribution to Households to facilitate learning during the extended lockdown – MOES/SUPLS/20-21/00018

1. The *Ministry of Education and Sports* has received funds to be used for the acquisition of radios for facilitating learning for Pupils and Students at Primary and Secondary Levels during the extended lockdown.
2. The Entity invites sealed bids from eligible bidders for the supply of radios in four Lots of one million radios per Lot. Whereas Bidders may quote for all Lots, award of contract shall be restricted to one Lot per Bidder except in circumstances where the price discrepancy is big (more than 10%), the Entity may consider awarding more than one Contract to a Bidder.
3. Bidding will be conducted in accordance with the open domestic bidding method contained in the Public Procurement and Disposal of Public Assets Act, 2003, and is open to all bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the Ministry website at www.education.go.ug.
5. The Bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below at 8(b) and upon payment of a non-refundable fee of UGX100,000. The method of payment will be by Bank Advice Form obtained directly from the Uganda Revenue Authority Website at www.ura.go.ug.
6. Bids must be delivered to the address below at 8(c) at or before 11:00am on 24th August 2020. All bids must be accompanied by a bid security of UGX.380 million per Lot in form of a bank guarantee in the format contained in the bidding document. Bid securities must be valid until 30th December 2020. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend via Zoom. The Zoom ID and Password details will be published on the Ministry's website 19th August 2020.
7. There shall be a pre – bid meeting via zoom on the dates indicated in the proposed schedule in this notice.
8. (a) Documents may be inspected at: www.education.go.ug
(b) Documents will be issued from: Room 7.2 or by email on request
(c) Bids must be delivered to: room 7.2 of Embassy House
(d) Address of bid opening: details to be uploaded on the website

The proposed activity schedule shall be (subject to changes) as indicated below:

Activity	Date
a. Issue of Request for Bids	12 th August 2020
b. Pre-bid meeting	14 th August 2020
c. Bid closing date	24 th August 2020
d. Evaluation process	24 th – 28 th August 2020
e. Display and communication of best evaluated bidder notice	1 st – 5 th September 2020
f. Contract Signature	After expiry of the Notice Period and clearance by Attorney General.

5. Any queries should be addressed to the Head of Procurement and Disposal Unit at Ministry of Education and Sports, Embassy House, Room 7.2.
6. Please prepare and submit your bid in accordance with the instruction in Part 1: Bid Procedures or inform the undersigned if you will not be submitting a bid.

Signature: _____

Name: Yerusa Nyangoma

For: **PERMANENT SECRETARY**

Part 2: Statement of Requirements

PART 1: BIDDING PROCEDURES

Procurement Reference Number: MOES/SUPLS/20-21/00018

Preparation of Bids: You are requested to quote for these items by completing, signing and returning:

1. the Bid Sheet in this Part;
2. the List of Supplies and Price Schedule in Part 2;
3. the Specification and Compliance Sheet in Part 2;
4. the documents evidencing your eligibility, as listed below;

You are advised to carefully read the complete bidding document, including the Special Conditions of Contract in Part 3: Contract, before preparing your bid. The standard forms in this bidding may be retyped for completion but the Bidder is responsible for their accurate reproduction.

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

Validity of Bids: The bid must remain valid until and including 31st November 2020.

Sealing and marking of Bids: Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Procuring and Disposing Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

Submission of Bids: Bids should be submitted to the address below, no later than the date and time of the deadline below. Late bids will be rejected.

Date of deadline: 24th August 2020.

Time of deadline: 11:00am

Address: Ministry of Education and Sports
King George VI Way
Embassy House,
Room 7.2

Opening of Bids: Bids will be opened Publicly by the Procuring and Disposing Entity in the presence of Bidders who will choose to attend via zoom. A record of the opening will be posted on the Procuring and Disposing Entity's Notice Board and website within one working day of the opening.

Evaluation of Bids: The evaluation of Bids will use the Technical Compliance Selection methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Bids on a pass/fail basis;
2. Detailed evaluation to determine commercial and technical responsiveness;
3. Financial comparison to determine the evaluated price of bids and to determine the best evaluated bid.

Bids failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;

Part 2: Statement of Requirements

3. not have had your business activities suspended;
4. have fulfilled your obligations to pay taxes and social security contributions;
5. have the nationality of an eligible country, as defined in the Special Conditions of Contract;
6. not to have a conflict of interest in relation to this procurement requirement; and
7. not to be subject to suspension by the Public Procurement and Disposal of Public Assets Authority (the Authority).

Documents Evidencing Eligibility: Bidders shall submit the following documents:

1. A certificate of registration issued by the Authority for bidders currently registered with the Authority or a copy of the Bidder's valid Trading licence or equivalent and a copy of the Bidder's Certificate of Registration or equivalent for bidders not currently registered with the Authority;
2. A registered power of attorney for the authorized signatory
3. NSSF Clearance Certificate for the past 12 months.
4. Income tax clearance for the current trading period
5. Other relevant requirements.
 - i. Bid security of UGX.380 million per each of the four Lots valid until 30th December 2020.
 - ii. Manufacturer's authorization in the format contained in the Bidding document
 - iii. Sample of the radio to be supplied
 - iv. Brochure of the radio to be supplied detailing the radio functionalities and detailed specifications.
 - v. Evidence of financial credit of at least UGX.19 Billion from a Financial Institution supervised by BOU
 - vi. Bid submission sheet on the Bidder's letterhead, in the right format and valid for the required period.
 - vii. Duly signed code of Ethical Conduct.
 - viii. Delivery schedule for the radios to guide decision making.

Origin of Supplies: All supplies and related services shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

Technical Criteria: The Specification and Compliance Sheet details the minimum specification of the supplies required. The supplies offered must meet this specification, but no credit will be given for exceeding the specification.

Currency: Bids may be priced in **Uganda Shillings** or any other freely convertible currency. The currency of evaluation will be **UGANDA SHILLINGS ONLY**.

The Margin of preference shall apply in line with Section 59A of the PPDA Act, 2003.

Bids in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Bank of Uganda on the date of the submission deadline.

Best Evaluated Bid: The Best Evaluated Bid shall be the lowest priced bid, which is eligible and substantially responsive to the commercial and technical requirements of the Procuring and Disposing Entity and shall be recommended for award of contract. The Procuring and Disposing Entity shall issue a Notice of Best Evaluated Bidder within five days after the decision of the contracts committee to award a contract, place such Notice on its notice board

Part 2: Statement of Requirements

for a prescribed period, copy the Notice to all Bidders and publish it on the Authority's website.

Formation of contract: Formation of a contract shall be by signing a contract in accordance with Part 3: Contract.

Right to Review: Bidders may seek an Administrative Review by the Accounting Officer in accordance with the Public Procurement and Disposal of Public Assets Act, 2003 if they are aggrieved with the decision of the Procuring and Disposing Entity.

Right to Reject: The Procuring and Disposing Entity reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract signing.

Part 2: Statement of Requirements

[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]*

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

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 supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Supplies and Related Services *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the 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]*;
- (e) Our bid shall be valid until 30th November 2020 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement
- (g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the Authority. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]. If registered, copy of the certificate should be attached.*
- (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]* (representing 10% of the resultant contract sum) for the due performance of the Contract;

Part 2: Statement of Requirements

- (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 for Bidders and Providers 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 Procuring and Disposing Entity;
- (m) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;
- (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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (o) 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]*

Part 2: Statement of Requirements

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

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

1. Ethical Principles

Bidders and providers shall at all times-

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

2. Standards

Bidders and providers shall-

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

3. Conflict of Interest

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

4. Confidentiality and Accuracy of Information

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

5. Gifts and Hospitality

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

6. Inducements

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

7. Fraudulent Practices

Bidders and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

Part 2: Statement of Requirements

- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE;
- (f) withholding information from the PDE during contract execution to the detriment of the PDE.

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

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

Part 2: Statement of Requirements

PART 2: STATEMENT OF REQUIREMENTS
List of Supplies and Price Schedule

Procurement Reference Number: MOES/SUPLS/20-21/00018

[COMPLETE THE CURRENCY OF YOUR BID. COMPLETE THE UNIT AND TOTAL PRICES FOR EACH ITEM LISTED BELOW. AUTHORISE THE PRICES QUOTED IN THE SIGNATURE BLOCK BELOW.]

CURRENCY OF BID: _____

Item No	Description of Supplies	Quantity	Unit of Measure	Unit Price	Total Price
<i>Enter 0% VAT rate if VAT exempt.</i>					Other additional costs
					Subtotal
					VAT @ %
					Total

The Delivery and Completion Schedule shall be as specified in the Special Conditions of Contract.

List of Supplies and Price Schedule Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Part 2: Statement of Requirements

Item number	Brief Description of Supplies or Related Services	Delivery/ Completion Period <i>(days/wks/mths)</i>	Delivery Point/ Site

Part 2: Statement of Requirements

PART 2: STATEMENT OF REQUIREMENTS

Specification and Compliance Sheet

Procurement Reference Number: MOES/SUPLS/20-21/00018

Complete column c with the specification of the supplies offered. Also state “comply” or “not comply” and give details of any non-compliances to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Item No	Technical Specification Required		Compliance of Specification Offered	Technical literature on specification offered in column c
<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
1.	Internal Rechargeable Battery	Type: Lithium ion		
		Nominal power rating: Minimum 2000 mAh		
		Maximum charging time via USB Port: 3 hours		
2.	Total power consumption of radio	Maximum: 2 Watts		
3.	Disposable batteries	2 AA batteries		
4.	Ports	USB-A, Micro USB, SD Card slot		
5.	Hand crank (dynamo)	Minimum Power output: 2 Watts		
6.	Solar panel	Inbuilt on radio (not externally connected)		
		Material: Mono crystalline		
		Minimum Output: 6V, 1 Watt		
7.	Digital display	Type: LED		
		Should display the following items: Radio Frequency, time (clock) and Rechargeable Battery status		
8.	Tuning	Digital tuning in 10kHz steps.		
9.	Frequency range	Must cover the following frequency ranges: FM: 87.5-108 MHz AM: 535-1605 kHz		

Part 2: Statement of Requirements

10.	Storage capacity	Minimum capacity: At least 16 GB external SD card.		
		Capacity to store recordings from the radio.		
11.	Speaker	Minimum: 8 ohms, 5 Watts sound output		
12.	Operating temperature	0 - 60°C		
13.	Weight	Maximum: 600g		
14.	Material for casing	Acrylonitrile Butadiene Styrene (ABS) + Polycarbonate (PC)		
15.	Certifications	CE-EMC, CE-RED		
		IEC 62133		
		UNBS		
16.	Radio Markings	Court of Arms: Printed on Front part of radio in full colour.		
		“NOT FOR SALE” Engraved on back part of radio		
		“MINISTRY OF EDUCATION AND SPORTS”: Printed on Front part of radio just below Court of Arms.		
		“NOT FOR SALE” Engraved at the back of radio.		
17.	Accessories	USB cable with charger		
18.	Warranty	24 months		

Specification and Compliance Sheet Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Part 2: Statement of Requirements

[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].

Bid Security

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

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

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

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 Supplies and Related 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 *[insert complete name of the Procuring and Disposing Entity]* (hereinafter “the Procuring and Disposing Entity”) 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 Procuring and Disposing Entity, 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 21.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the Procuring and Disposing Entity, during the period of bid validity, fails or refuses to:
 - (a) sign the Contract in accordance with ITB Clause 42; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
 - (c) accept the correction of its bid by the Procuring Entity, pursuant to ITB Clause 31;

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

This security shall remain in force up to and including *[Insert date, month and year as per ITB Clause 21.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

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

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

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

Part 2: Statement of Requirements

[This authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorization. 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: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies 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 Supplies, manufactured by us *[insert name or brief description of the Supplies]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Supplies 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]*

Special Conditions of Contract

PART 3: CONTRACT

General Conditions of Contract

Any resulting contract shall be placed by means of a Government of Uganda Purchase Order and shall be subject to the Government of Uganda General Conditions of Contract (GCC) for the Procurement of Supplies (available on request) except where modified by the Special Conditions below.

GCC clause reference	Special Conditions
	The Procurement Reference Number is: MOES/SUPLS/20-21/00018
GCC 1(g)	All countries are eligible, unless as a matter of Law or Official Regulation, the Government of Uganda prohibits commercial relations with that Country or by an Act of Compliance with a decision of United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of supplies from that country or any payments to persons or entities in that country.
GCC 1(o)	The Site for delivery of the Supplies is: Nakawa, Ntinda and Lugogo Vocational Training Institutes
GCC 2.1(f)	The other documents forming part of the Contract are: <ol style="list-style-type: none">1. The Bidding document2. The Bid submitted by the Bidder3. The Solicitor General's letter4. Minutes of the Contracts Committee
GCC 4.2 (b)	The version of Incoterms shall be: 2010
GCC 5.1	The language shall be: English.
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	For notices , the Procuring and Disposing Entity's address shall be: Attention: The Permanent Secretary, Street Address: King George VI Way Floor/Room number: 8 th Floor Town/City: Kampala P. O. Box: 7063 Country: UGANDA Telephone: +256 414 234451 Electronic mail address: permasec@education.go.ug For notices , the Provider's address shall be: Attention: _____ Street Address: _____ Floor/Room number: _____ Town/City: _____ P. O. Box: _____

Special Conditions of Contract

GCC clause reference	Special Conditions
	Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
GCC 9	The Governing law shall be the law of Uganda
GCC 10.2	The formal mechanism for the resolution of disputes shall be the Arbitration and Conciliation Act, CAP 4 Laws of Uganda 2000.
GCC 12	Date of delivery shall be: preferably before 30 th September 2020 The shipping and other documents to be furnished by the Provider are: Packing list Inspection certificate UNBS Inspection Certificate The point of delivery shall be: Nakawa, Ntinda and Lugogo Vocational Training Institutes
GCC 15.2	The price adjustment shall be: shall not be permitted
GCC 16.1	The structure of payments shall be: Up to 30% advance payment The balance upon delivery and acceptance of the consignment or, 100% upon delivery and acceptance of the consignment
GCC 16.3	The payment period shall be: 45 days after delivery, inspection by Internal Audit, User Department and Ministry of ICT & National Guidance and acceptance of the radios.
GCC 16.4	The currency(ies) for payments shall be: UGANDA SHILLINGS ONLY
GCC 17.1	An advance payment guarantee shall be required where advance payment is applicable. (Bidders should state whether they will require the advance payment or not). The period of validity of the Advance Payment Guarantee shall be: Until 31 st January 2021.
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: NO EXEMPTION
GCC 18.2	The Procuring and Disposing Entity shall be responsible for all taxes, import duties and levies imposed by law in Uganda on the Supplies except for the following:
GCC 19.1	A Performance Security SHALL be required. The amount of the Performance Security shall be: 10% The currency shall be: UGANDA SHILLINGS
GCC 19.3	The forms of acceptable Performance Securities are: <i>Bank Guarantee Only</i>

Special Conditions of Contract

GCC clause reference	Special Conditions
GCC 19.4	Discharge of the Performance Security shall take place: <i>within two weeks after acceptance of the radios</i>
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: As per industry requirements;
GCC 25	The insurance coverage shall be required: Where insurance coverage is required, the supplies shall be insured 110% of the total contract value.
GCC 26	The INCOTERMS shall be: DDP KAMPALA
GCC 28	Liquidated Damages shall apply. The liquidated damage shall be: 0.05% per week The maximum amount of liquidated damages shall be: 0.1%
GCC 29.3	The period of validity of the Warranty shall be: 24 months
GCC 29.5	The period within which the Provider shall repair or replace defective supplies shall be: within two weeks
GCC 31(b)	The amount of aggregate liability shall be: 100% of the total contract sum.

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Agreement

Procurement Reference No:

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Procuring and Disposing Entity”), of the one part, and _____ of _____ (hereinafter “the Provider”), of the other part:

WHEREAS the Procuring and Disposing Entity invited bids for certain Supplies and Related Services, _____ viz., _____ and has accepted a Bid by the Provider for the provision of those Supplies 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 Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring and Disposing Entity hereby covenants to pay the Provider in consideration of the provision of the Supplies and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Procuring and Disposing Entity)
Name: _____ Position: _____

In the presence of:
Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Position: _____

In the presence of:

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

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 Supplies 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. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

In the capacity of *[insert legal capacity of person signing the Performance Security]*

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

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

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

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

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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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