



The Republic of Uganda

**Republic of Uganda
MINISTRY OF EDUCATION AND SPORTS**

**Bidding Document For
Framework Contracts for Supplies or Services**

Subject of Procurement: Procurement of services for Repair & servicing of Two Lifts under Framework Contract

**Procurement Reference MOES/NCSvcs/22-23/00067
Number:**

Procurement Method: Open Bidding

Date of Issue: April, 2023

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 Supplies

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: Ministry of Education and Sports
ITB 1.1	The subject of procurement is a framework contract for: Procurement of Repair and servicing of lifts under framework contract for a period of 18 months.
ITB 1.1	The Procurement Reference number of the Bidding Document is: MOES/SUPLS/22-23/00067
ITB 1.1	<p>The number and identification of lots comprising this Bidding Document is: Lot 16</p> <p>The proportion of each Lot that a Bidder may bid for is: One Complete Lot</p> <p>The minimum and maximum number of Lots a Bidder may bid for is: NOT MORE THAN THREE</p>
ITB 5.5	The Bidder shall be required to include with its Bid, documentation from the Manufacturer of the Supplies, that it has been duly authorised to supply, in Uganda, the Supplies indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Procuring and Disposing Entity's address is:</p> <p>Attention: The Head Procurement Unit</p> <p>Street Address: George Street IV Way</p> <p>Floor/Room number: Floor 3 Room 3.7</p> <p>Town/City: Kampala</p> <p>P. O. Box No: 7063</p>

Instructions to Bidders Reference	Data relevant to the ITB
	Country: Uganda Telephone: 0414234445 Facsimile number: Electronic mail address:
ITB 7.1	The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than 7 working days prior to the deadline for submission of Bids.
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 document: <ul style="list-style-type: none"> • Manufacturers Authorization.(Where applicable) • Powers of Attorney. • Original brochures from the manufacturer showing the specifications of the items offered with clear and colored pictures (Where applicable) • Tax clearance certificate • Recommendations from at least two government entities for similar supplies done in the last three years • Three contracts or LPO'S of similar nature and magnitude from government entities (In the Last Three Years) worthy 200 million • Trading license (2023) • Bid Securing declaration • NSSF Certificate • Interested Firms should present Manufacturers' Authorization Certificate as evidence of being authorized agent and supplier of Schindler parts in Uganda.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: 2020 .
ITB 14.6(a)(i)	For Supplies, the Bidder shall quote prices using the following Incoterms:

Instructions to Bidders Reference	Data relevant to the ITB
	DDP -Ministry of Education and Sports – Kampala) Note: the bidder is required to contact URA (www.ura.go.ug) for details on all applicable taxes under this procurement.
ITB 14.7	The prices quoted by the Bidder shall be: Fixed
ITB 15.1(a)	For Supplies or Services originating in Uganda the currency of the bid shall be: Uganda Shillings
ITB 15.1(b)	For Supplies or Services originating outside of Uganda the currency of the bid shall be: Uganda Shillings
ITB 20.1	The bid validity period shall be up to 17th July 2023
ITB 21.1	A Bid Security SHALLNOT be required. Where a Bid Security is required, the amount and currency of the Bid Security shall be NA
ITB 21.2 (d)	Other types of acceptable securities are: Unconditional Bank Guarantee
ITB 22.1	In addition to the original of the Bid, the number of copies required is: 2
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: Duly Registered / Notarized Powers of Attorney
D. Submission and Opening of Bids	
ITB 24.1	For bid submission purposes only, the Procuring and Disposing Entity's address is: Attention: Head of Procurement & Disposal Unit Ministry of Education and Sports, Embassy House Street Address: Plot 9/11 King George VI way Floor/Room number: Floor 7 Room 7.2 Town/City: Kampala Country: Uganda The deadline for bid submission is: 23rd May 2023 Time (local time): 11:00am
ITB 27.1	For bid opening purposes only, the Procuring and Disposing Entity's address is: Attention: Head of Procurement & Disposal Unit Ministry of Education and Sports, Embassy House

Instructions to Bidders Reference	Data relevant to the ITB
	Street Address: Plot 9/11 King George VI way Floor/Room number: Floor 3 Boardroom Town/City: Kampala Country: Uganda Bid opening Date: 23rd May 2023 Time (local time): 11:15am
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: Uganda Shillings The source of exchange rate shall be: Bank of Uganda The date for the exchange rate shall be: The date of bid opening.
ITB 35.1	A margin of preference shall apply. In promoting local content, this procurement is open to only local firms. Foreign firms are not eligible for this procurement.
F. Award of Contract	
ITB 41.1	The percentage by which the estimated quantity or minimum value may be increased is: N/A The percentage by which the estimated quantity or minimum value may be decreased is: N/A

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: MOES/SUPLS/22-23/00067

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 Supplies.

2 Summary of Methodology

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- 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.
- 2.3 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 Supplies 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 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 supplies for Supplies;
 - (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 the Public Procurement and Disposal of Public Assets Authority;

NB. Only locally registered/incorporated firms are eligible for this procurement

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.

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

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.

6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis.

Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

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 supplies; 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; reimbursable 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

Not Applicable

10 Determination of Best Evaluated Bid or Bids

10.1 (a) for supplies; 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 Procuring and Disposing Entity 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

1. List of Supplies

Procurement Reference Number: MOES/SVCS/22-23/00067

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

The Procuring and Disposing Entity shall purchase Supplies or Services with a minimum value of: _____.

Item number	Brief of Supplies or Services	Description	Estimated Quantity	Unit of Measure
1.	Adjust, lubricate and repair machine motor and controller parts such as gear trust, bearing, brake shoes, contacts, coil rectifiers and fuses.		2	Piece
2.	Carry out all maintenance tasks recommended by Schindler service chart and if necessary tasks (breakdowns) that may occur at any time of lift usage.		2	Piece
3.	Regular examination to ensure that the passenger lifts are in a satisfactory working condition.		2	Piece
4.	Any other works and services that will enable smooth operation of the lifts to prolong its life cycle.		2	Piece

Note

- 1. The quoted prices should be taxes inclusive.**
- 2. The call off orders at any given time will be based on the quoted unit price of the above supplies**
- 3. The contract will run for Twenty Months**
- 4. Interested Firms should present Manufacturers' Authorization Certificate as evidence of being authorized agent and supplier of Schindler parts in Uganda.**
- 5. The servicing is expected to be monthly**
- 6. The bidder may quote for replaceable parts as part of bid document**

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

2. Delivery and Completion Schedule

Procurement Reference Number: MOES/SUPLS/22-23/00067

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: _____.

Item number	Brief of Supplies or Services	Description	Response Time (wks)	Delivery Site	Point/
	Lot 16				
1.	Repair and/replace the defective components using authentic Schindler parts		”	”	
2.	Adjust, lubricate and repair machine motor and controller parts such as gear trust, bearing, brake shoes, contacts, coil rectifiers and fuses.		”	”	
3.	Carry out all maintenance tasks recommended by Schindler service chart and if necessary tasks (breakdowns) that may occur at any time of lift usage.		”	”	
4.	Regular examination to ensure that the passenger lifts are in a satisfactory working condition.		”	”	
5.	Any other works and services that will enable smooth operation of the lifts to prolong its life cycle.		”	”	

3. Terms of Reference and Technical Specifications

Procurement Reference Number: MOES/SUPLS/22/23/.....

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

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 number	Terms of Reference and Technical Specifications including applicable standards	Compliance of Terms of Reference and specifications offered
a	b	c
1.	Repair and/replace the defective components using authentic Schindler parts	
2.	Adjust, lubricate and repair machine motor and controller parts such as gear trust, bearing, brake shoes, contacts, coil rectifiers and fuses.	
3.	Carry out all maintenance tasks recommended by Schindler service chart and if necessary tasks (breakdowns) that may occur at any time of lift usage.	
4.	Regular examination to ensure that the passenger lifts are in a satisfactory working condition.	
5.	Any other works and services that will enable smooth operation of the lifts to prolong its life cycle.	

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 supplies, bidders are required to include technical literature to support the details provided in column c.**

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: MOES/SUPLS/22-23/00067
GCC 1.1(i)	The Procuring and Disposing Entity is: Ministry of Education and Sports
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: Ministry of Education and Sports, Plot 9/11 King George VI way
GCC 1.1	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none">(p) “Framework Contract” means a contract arrangement for an estimated quantity or minimum value of Supplies 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 Procuring and Disposing Entity for the purchase of specified quantities of the Supplies or Services under a framework contract.(r) “Response Time” means the period for delivery of the Supplies 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: 2010
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	<p>For notices, and the issue of call-off orders, the Procuring and Disposing Entity’s address shall be:</p> <p>Attention: Head of Procurement and Disposal Unit</p> <p>Ministry of Education and Sports</p> <p>Street Address: Plot 9/11 King George VI way</p>

GCC clause reference	Special Conditions
	<p>Town/City: Kampala</p> <p>Postal Code/PO Box No: 7036, Kampala</p> <p>Country: Uganda</p> <p>Telephone: +256 414-234451/4</p> <p>For notices, including call-off orders, the Provider's address shall be:</p> <p>Attention:</p> <p>Street Address:</p> <p>Floor/Room number:</p> <p>Town/City:</p> <p>Postal Code/PO Box:</p> <p>Country:</p> <p>Telephone:</p> <p>Facsimile number:</p> <p>Email address:</p>
GCC 9.1	The Governing law shall be the law of Uganda.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: The Arbitration Law of Uganda.
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 Supplies or Services to be provided shall be as specified in call-off orders.
GCC 12.1	<p>The Delivery of the Supplies 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.</p> <p>The shipping and other documents to be furnished by the Provider for each call-off order are:</p> <ul style="list-style-type: none"> • Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; • Delivery note showing receipt of goods by the purchaser
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 clause reference	Special Conditions
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 Supplies 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: 100% of the contract price payable upon delivery of the supplies, verification and acceptance.
GCC 16.4	The currency(ies) for payments shall be: The Currency of the bid
GCC 17.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following:
GCC 17.2	The Procuring and Disposing Entity shall be responsible for all taxes, import duties and levies imposed by law in Uganda on the Supplies or Services except for the following:
GCC 18.1	A Performance Security shall not be required. 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. N/A
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Ministry of Education and Sports
GCC 24.1	The insurance coverage shall be:
GCC 25.1	The INCOTERM shall be: DDP – Ministry of Education and Sports Stores
GCC 26.2	The location for conducting inspections and tests shall be: Delivery point/ Ministry of Education and Sports
GCC 27.1	Liquidated Damages Shall apply if the Provider fails to deliver any or all of the Supplies 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

GCC clause reference	Special Conditions
	<p>has failed to delivery the Supplies or perform the Services.</p> <p>The liquidated damage shall be: 0.1% of the value of the call-off order per week.</p> <p>The maximum amount of liquidated damages shall be: 100% of the value of the call-off order.</p>
GCC 28.3	The period of validity of the Warranty shall be: Minimum of Twelve Months
GCC 28.5	The period within which the Provider shall repair or replace defective Supplies or Services shall be: 1 week after notification
GCC 30.1	The amount of aggregate liability shall be: Total contract Price