Republic of Uganda

MINISTRY OF EDUCATION AND SPORTS

Bidding Document for
Framework Contracts for Supplies, Services and Works

Subject of Procurement:	**Framework Contracts for Events Management services for a period of 18 months**
Procurement Reference Number:	**MoES/SRVS/2022-2023/00067**
Procurement Method:	**Open Bidding**
Date of Issue:	**April, 2023**

Standard Bidding Document

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ABRIDGED BID NOTICE UNDER OPEN BIDDING

MINISTRY OF EDUCATION AND SPORTS

BID NOTICE

Ministry of Public Service invites sealed bids from eligible bidders for:

No.	***Procurement Reference Number***	***Subject matter of Procurement***	***Bid Security***
1.	MoES/ SVCS/ 2022-2023/ 00067	Framework contracts for Events Management Services for a period of 18 months for the Ministry of Education & Sports	NA

2. The Bidding document(s) shall be inspected and issued at Ministry of Education and Sports, King George way, P.O.Box 7063, Kampala.

3**.** The deadline for bid submission shall be at 23rd May, 2023.

4. The detailed bid notice is available at the Entity's website at www.education.go.ug and at www.ppda.go.ug

PERMANENT SECRETARY

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Section 1. Instructions to Bidders

A General

1. Scope of Bid

1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of Supplies or Services as specified in Section 6, Statement of Requirements. Bids are invited for an estimated quantity of Supplies 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.

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 Procuring and Disposing Entity indicated in the BDS has an approved budget from Government funds towards the cost of the procurement named in the BDS. The Procuring and Disposing Entity 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 Procuring and Disposing Entity for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3. Corrupt Practices

3.1 It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Bidders and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Uganda represented by the Public Procurement and Disposal of Public Assets Authority (herein referred to as the Authority);

(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 Procuring and Disposing Entity, 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 Procuring and Disposing Entity 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 public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

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 Procuring and Disposing Entity may terminate a contract for Supplies or Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring and Disposing Entity or of a Bidder or Provider during the procurement or the execution of that contract, without the Procuring and Disposing Entity having taken timely and appropriate action satisfactory to the Government to remedy the situation.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda requires representatives of both the Procuring and Disposing Entities and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers is available from the Authority 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 Procuring and Disposing Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring and Disposing Entity.

4. Eligible Bidders

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

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

(b) the bidder is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

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

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

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

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, 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 Procuring and Disposing Entity 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 Supplies or services that are the subject of the bid.

4.5 A firm that is under a declaration of suspension by the Authority 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 Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request.

5. Eligible Supplies or Services

5.1 All Supplies 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 "Supplies" 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 supplies where the value of such services does not exceed the value of the supplies.

5.3 The term "country of origin" means the country where the Supplies 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 Supplies 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 Supplies to supply, in the Republic of Uganda, the Supplies 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 Supplies 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 Procuring and Disposing Entity will be rejected during evaluation. Where a Bidding Document is obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity 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 Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS. The Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and

Disposing Entity 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 Procuring and Disposing Entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity, 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 Supplies 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 Supplies 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 Supplies 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 for Bidders and Providers;

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

(c) their country of origin and percentage of Ugandan 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 Uganda;

(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 Supplies 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 Procuring and Disposing Entity. This shall not in any way limit the Procuring and Disposing Entity's right to contract on any of the terms offered:

(a) for Supplies;

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

(ii) all custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the Supplies 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 Uganda, 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 the following currencies:

(a) for Supplies or Services originating in Uganda, the bid prices shall be quoted in the currency of Uganda, unless otherwise specified in the BDS; and

(b) for Supplies or Services originating outside Uganda, or for imported parts or components of Supplies or Services originating outside Uganda, the bid prices shall be quoted in the currency of the expense or in the currency of the Bidder's country unless otherwise specified in the BDS.

15.2 Alternatively, the Procuring and Disposing Entity 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 Procuring and Disposing Entity's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by the Procuring and Disposing Entity to express its offer in the currency required by the Procuring and Disposing Entity. 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 Supplies or Services

17.1 To establish the eligibility of the Supplies 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 Supplies or Services

18.1 To establish the conformity of the Supplies 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 Supplies or Services, demonstrating substantial responsiveness of the Supplies 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity'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 Procuring and Disposing Entity. A bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring and Disposing Entity 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 check; 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 twenty eight 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 Procuring and Disposing Entity 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 unamended 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.

24.2 The Procuring and Disposing Entity 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 Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

25.1 The Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 upon payment of a fee and displayed on the Procuring and Disposing Entity's Notice Board 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity'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 Procuring and Disposing Entity in the evaluation of the bids, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of Bids

30.1 The Procuring and Disposing Entity'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 Supplies or Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Document, the Procuring and Disposing Entity'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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Supplies or services in accordance with ITB Clauses 4 and 5.

32.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder's Supplies or Services are not eligible, it shall reject the bid.

32.3 The Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Supplies 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

33.3 The Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity'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 Supplies 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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. Procuring and Disposing Entity's Right to Accept or Reject Any or All Bids

39.1 The Procuring and Disposing Entity 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 and copy the Notice to all Bidders prior to proceeding with contract award.

40.2 The Procuring and Disposing Entity 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 purchase the quantities specified, with the exception of any contract value specified as a minimum. Supplies or Services shall be purchased through call-off orders, in accordance with the Contract.

41. Procuring and Disposing Entity's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the estimated quantity or minimum value of Supplies 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 Procuring and Disposing Entity 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 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 Procuring and Disposing Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring and Disposing Entity.

44. Performance Security

44.1 Within twenty-eight (28) days of the receipt of the Letter of Bid Acceptance from the Procuring and Disposing Entity, 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 Procuring and Disposing Entity.

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 Procuring and Disposing Entity may award the Contract to the next best evaluated Bidder who is determined by the Procuring and Disposing Entity 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	The Procuring and Disposing Entity is: Ministry of Education and Sports
ITB 1.1	The subject of procurement is a framework contract for: works, supplies and services for a period of 18month.
ITB 1.1	The Procurement Reference number of the Bidding Document is : MOES/SRVS/2022-2023/00067
ITB 1.1	The number and identification of lots comprising this Bidding Document is: **Lot 15** The proportion of each Lot that a Bidder may bid for is: Whole Lot The minimum and maximum number of Lots a Bidder may bid for is: **THREE LOTS.** **NOTE THAT EACH LOT MUST HAVE A SEPARATE BID….**
ITB 5.5	The Bidder is required to include with its Bid, documentation from the Manufacturer of the Supplies, that it has been duly authorized to supply, in Uganda, the Supplies indicated in its bid by submitting the Manufacturers Authorization Form in Section 4 Bidding Forms.
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Procuring and Disposing Entity's address is: Attention: The Head Procurement and Disposal Unit Ministry of Education and Sports Street Address: King George way Floor/Room number: 7.2 Town/City: Kampala P. O. Box No: 7063 Country: Uganda
ITB 7.1	The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than seven 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: • 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 goods works or services 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 150 million • Trading license (2023) • Bid Securing declaration • NSSF Certificate
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: Incoterms 2020
ITB 14.6(a)(i)	For Supplies, the Bidder shall quote prices using the following Incoterms: DDP
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: UGX
ITB 15.1(b)	For Supplies or Services originating outside of Uganda the currency of the bid shall be: UGX
ITB 20.1	The bid validity period shall be up to 17th July 2023
ITB 21.1	A Bid Security is NOT required.

Instructions to Bidders Reference	Data relevant to the ITB
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: **2**
ITB 22.2	The written confirmation of authorization 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 Procuring and Disposing Entity's address is : Attention: The Head Procurement and Disposal Unit Ministry of Education and Sports Street Address: King George way Floor/Room number: 7th floor Town/City: Kampala Country: Uganda The deadline for bid submission is: Date: 23rd May 2023 Time (local time): 11:00am
ITB 27.1	The bid opening shall take place at: Ministry of Education and Sports Street Address: Plot 12, King George way Floor/Room number: 3rd Floor Boardroom Town/City: Kampala Country: Uganda Date: 23rd May 2023 Time: 11:15am
E. Evaluation of Bids	

Instructions to Bidders Reference	Data relevant to the ITB
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: UGX The source of exchange rate shall be: Bank of Uganda The date for the exchange rate shall be: Date of Bid Closing
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: 10% The percentage by which the estimated quantity or minimum value may be decreased is: 10%

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number:

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 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 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;

(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 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;

(j)

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;

(c)

6 Technical Criteria

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; 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

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

Section 4. Bidding Forms

Table of Forms

Bid Submission Sheet **36**
Price Schedule for Supplies or Services **39**
Bid Security **41**
Manufacturer's Authorisation **43**

[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 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 Supplies or Services under a framework contract arrangement *[insert a brief description of the Supplies 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 Supplies 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 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

(l) We understand that this bid , together with your written acceptance thereof included in your Letter of Bid Acceptance, shall 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 Supplies 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.	**Supplies or Services**	**Country of origin**	**Percent of Ugandan 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 Supplies or Services]*	*[insert country of origin of the item]*	*[if the margin of preference applies, insert percentage of Ugandan 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 in Uganda]*	*[insert all import duties, taxes paid or payable in Uganda on this item]*	*[insert the total price for this item, which should equate to columns 5x(6+7]*

[1] In accordance with margin of preference ITB Clause 35, if applicable
[2] In accordance with ITB Clauses 14 and 15

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].

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 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 *[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 20.2; 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 43; 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.

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: *[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 28 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]*

Section 5. Eligible Countries

Procurement Reference Number: MOES/SRVS/2022-2023/……..

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 Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of supplies 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 Government of Uganda prohibits any import of Supplies or Services from that country or any payments to persons or entities in that country.

Section 6. Statement of Requirements

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1. List of Supplies or Services

Procurement Reference Number: MOES/SRVS/2022-2023/00067

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: _____.

Supplies

Item number	Brief Description of Supplies or Services	Estimated Quantity	Unit of Measure
LOT 15	**EVENTS MANAGEMENT**		
	100 Seater Tent-Ordinary High Peaked		each per day
	50 Seater Tent-Ordinary High Peaked		each per day
	Executive Multi Flex Tent 1,000 People Seater		each per day
	Executive Multi Flex Tent 2,000 People Seater		each per day
	Executive Multi Flex Tent 500 People Seater		each per day
	Executive Multiflex Tent 200 People Seater		each per day
	Vip Pergola Tent		each per day
	Tables - Round		each per day
	Tables - Rectangular		each per day
	Cocktail Tables-Complete		each per day
	Executive Chairs		each per day
	Chairs - Plastic Armless		each per day
	Ordinary Podium - Branded		each per day
	Digital Podium		each per day
	Mobile Toilets		each per day
	Mobile Toilets - Urinal		each per day
	Generator-75kva Capacity		each per day
	VIP Seating Area/ High Table area 8x6 MetreS		each per day
	VIP CUSTOMISED/ BRANDED PLATFORM AND STAGE		each per day
	Vip Executive Chairs For Plenary Sessions		each per day
	Branded Plinth		each per day
	Digital Backdrop- Video Wall Screen		each per day
	Pvc Banner Backdrop		each per day

Item number	Brief Description of Supplies or Services	Estimated Quantity	Unit of Measure
	Lighting-Complete Setup		each per day
	Carpet (Any Colour) @ Meter		each per day
	Decoration		each per day
	50 Seater Tent-Swagging & Draping		each per day
	100 Seater Tent-Swagging & Draping		each per day
	(500- S e a t e r) Multi Flex Tent 30*45-Swagging & Draping		each per day
	(200 Seater)Multiflex Tent30*25-Swagging & Draping		each per day
	Pergola Tent-Swagging & Draping		each per day
	Centre Piece Complete With Flower Arrangements		each per day
	Table Linen		each per day
	Chair Covers		each per day
	Napkins		each per day
	Napkin Holders		each per day
	Charger Plates		each per day
	Digital Media		each per day
	Pa System Complete Set Outdoor 1.000 Guests		each per day
	Pa System Complete Set Outdoor 500 Guests		each per day
	Pa System Complete Set Indoors 500 Guests		each per day
	Online Streaming		each per day
	Videography		each per day
	Photography		each per day
	Conferencing Mics		each per day
	Comfort Screens		each per day
	Screens - Led - Outdoor Free Standing		each per day
	Screens - Led - Indoors Free Standing		each per day
	Printing & Branding		each per day
	Pull Up Banners		each per day
	Tear Drop Banners		each per day
	Nametags		each per day
	Note Books		each per day
	Table Talkers/Seating Name Plates-A5		each per day
	Brochures		each per day
	Entertainment		each per day
	Mc		each per day

Item number	Brief Description of Supplies or Services	Estimated Quantity	Unit of Measure
	Comedians		each per day
	Musicians		each per day
	Dance Troupes		each per day
	Hospitality		
	Uniformed Ushers		each per day
	Security		each per day
	Covid 19 Area Spraying, Sanitizing And Hand Wash		each per day
	Reimbursible Costs Logistics		each
	Fuel- Mileage Calculation		each
	Transport-Vehicle Hire Per Km (Dry Hire)-Big Truck		each per day
	Transport-Vehicle Hire Per Km (Dry Hire)-Van		each per day
	Transport-Vehicle Hire Per Km (Dry Hire)-Pick Up Truck		each per day
	Professional Fees (Inclusive of Accommodation and Feeding)		each per day

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

2. Delivery and Completion Schedule

Procurement Reference Number: MOES/SRVS/2022-23/…..

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 Description of Supplies or Services	Response Time *(days/wks/mths)*	Delivery Point/ Site
1	Events Management LOT 15		

3. Terms of Reference and Technical Specifications

Procurement Reference Number: MOES/SRVS/2022-2023/00067

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.

Supplies –

Item No.	Terms of Reference and Technical Specifications required including applicable standards	Compliance of Terms of Reference and specifications offered
a	*B*	*C*
No.		
LOT 15	**EVENTS MANAGEMENT**	
	100 Seater Tent-Ordinary High Peaked	
	50 Seater Tent-Ordinary High Peaked	
	Executive Multi Flex Tent 1,000 People Seater	
	Executive Multi Flex Tent 2,000 People Seater	
	Executive Multi Flex Tent 500 People Seater	
	Executive Multiflex Tent 200 People Seater	
	Vip Pergola Tent	
	Tables - Round	
	Tables - Rectangular	
	Cocktail Tables-Complete	
	Executive Chairs	
	Chairs - Plastic Armless	
	Ordinary Podium - Branded	
	Digital Podium	
	Mobile Toilets	
	Mobile Toilets - Urinal	
	Generator-75kva Capacity	
	VIP Seating Area/ High Table area 8x6 MetreS	
	VIP CUSTOMISED/ BRANDED PLATFORM AND STAGE	
	Vip Executive Chairs For Plenary Sessions	

	Branded Plinth	
	Digital Backdrop- Video Wall Screen	
	Pvc Banner Backdrop	
	Lighting-Complete Setup	
	Carpet (Any Colour) @ Meter	
	Decoration	
	50 Seater Tent-Swagging & Draping	
	100 Seater Tent-Swagging & Draping	
	(500- S e a t e r) Multi Flex Tent 30*45-Swagging & Draping	
	(200 Seater)Multiflex Tent30*25-Swagging & Draping	
	Pergola Tent-Swagging & Draping	
	Centre Piece Complete With Flower Arrangements	
	Table Linen	
	Chair Covers	
	Napkins	
	Napkin Holders	
	Charger Plates	
	Digital Media	
	Pa System Complete Set Outdoor 1.000 Guests	
	Pa System Complete Set Outdoor 500 Guests	
	Pa System Complete Set Indoors 500 Guests	
	Online Streaming	
	Videography	
	Photography	
	Conferencing Mics	
	Comfort Screens	
	Screens - Led - Outdoor Free Standing	
	Screens - Led - Indoors Free Standing	
	Printing & Branding	
	Pull Up Banners	
	Tear Drop Banners	
	Nametags	
	Note Books	
	Table Talkers/Seating Name Plates-A5	
	Brochures	
	Entertainment	
	Mc	
	Comedians	

	Musicians	
	Dance Troupes	
	Hospitality	
	Uniformed Ushers	
	Security	
	Covid 19 Area Spraying, Sanitizing And Hand Wash	
	Reimbursible Costs Logistics	
	Fuel- Mileage Calculation	
	Transport-Vehicle Hire Per Km (Dry Hire)- Big Truck	
	Transport-Vehicle Hire Per Km (Dry Hire)-Van	
	Transport-Vehicle Hire Per Km (Dry Hire)-Pick Up Truck	
	Professional Fees (Inclusive of Accommodation and Feeding)	

The Prices should be valid for at least 2 Years
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.

4. Drawings

Procurement Reference Number: MOES/SRVS/2022-2023/00146

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

5. Inspections and Tests

Procurement Reference Number: MOES/SRVS/2022-2023/…..

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.	

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/SRVS/2022-2023/00067
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
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 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: Incoterms 2020
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 Procuring and Disposing Entity's address shall be: Attention: Head procurement & Disposal Unit Ministry of Public Service Street Address King George way

GCC clause reference	Special Conditions
	Floor/Room number: Town/City: Kampala Country: Uganda For **notices**, including call-off orders, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: Postal Code/PO Box: Country: Telephone: Facsimile number: Email address:
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: Litigation through competent Courts 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	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. 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

GCC clause reference	Special Conditions
	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: Within 30 days after delivery.
GCC 16.4	The currency(ies) for payments shall be: UGX
GCC 17.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: N/A
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: N/A
GCC 18.1	A Performance Security 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.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Suitable for safe delivery of goods
GCC 24.1	The insurance coverage shall be: N/A
GCC 25.1	The INCOTERM shall be: DDP Ministry of Education and Sports.
GCC 26.2	The location for conducting inspections and tests shall be: MOES Stores
GCC 27.1	Liquidated Damages shall not 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 has failed to deliver the Supplies or perform the Services.

GCC clause reference	Special Conditions
	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: **5**.% of the value of the call-off order. N/A
GCC 28.3	The period of validity of the Warranty shall be: N/A
GCC 28.5	The period within which the Provider shall repair or replace defective Supplies or Services shall be: One Week
GCC 30.1	The amount of aggregate liability shall be: 100%

Section 9. Contract Forms

Table of Forms

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Agreement
For a Framework Contract

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.
4. The quantities of Supplies 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 Procuring and Disposing Entity shall order from the Provider all the Supplies specified in the contract that are required to be purchased by the Procuring and Disposing Entity during the period stated below, unless any Supplies are urgently required in an emergency situation and the Provider is unable to deliver such Supplies within the period required by the Procuring and Disposing Entity.
6. The Procuring and Disposing Entity guarantees to order at least the value of Supplies specified as the minimum value in the Statement of Requirements.
7. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Procuring and Disposing Entity 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 Supplies, provided that the Provider gives the Procuring and Disposing Entity a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;

   (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 Procuring and Disposing Entity a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies 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 Procuring and Disposing Entity)

Name:_____ Position:_____

Signed by _____ (for the Provider)

Name:_____ Position:_____

Call-Off Order
Under a Framework Contract

Procurement Reference No: _____
Call-Off Order Reference No: _____
Procuring and Disposing Entity: _____
Provider: _____
Date of Call-Off Order: _____

The Procuring and Disposing Entity indicated above 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 Supplies detailed on the attached List of Supplies 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 Supplies, in accordance with the terms and conditions of the contract.

Authorised by:

Signature:	
Name:	
Position:	

List of Supplies and Price Schedule

Procurement Reference No: ____

Call-Off Order Reference No: ____

Item No	Description of Supplies	Quantity	Unit of Measure	Unit Price	Total Price
			Other additional costs		
			Subtotal		
			VAT @ %		
			Total Price		

[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. 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: *[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. 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]*