



Republic of Uganda

**MINISTRY OF AGRICULTURE, ANIMAL INDUSTRY AND
FISHERIES**

Bidding Document

**For procurement of hotel Services (Lot 1) and catering services
(Lot 2) under framework contracts for a period of thirty-six
(36) months.**

Subject of Procurement:	Procurement of Hotel Services (Lot 1) and Catering Services (Lot 2) under framework contract for a period of Thirty-Six (36) Months.
Procurement Reference Number:	MAAIF-NOSP/NCON/2024- 2025/00004
Procurement Method:	International Competitive Bidding (ICB)
Date of Issue:	March, 2025

Standard Bidding Document

Table of Contents

Part 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Methodology and Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 – Statement of Requirements

Section 6 – Statement of Requirements

Part 3 – Contract

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

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

**MINISTRY OF AGRICULTURE, ANIMAL INDUSTRY,
AND FISHERIES**

P.O Box 102, Entebbe, Uganda

NATIONAL OILSEEDS PROJECT (NOSP)

**BID NOTICE FOR
PROCUREMENT OF HOTEL SERVICES (LOT 1) AND
CATERING SERVICES (LOT 2) UNDER FRAMEWORK
CONTRACT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

1. The Government of the Republic of Uganda through the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF) applied for financing from IFAD towards the cost of the National Oilseeds Project (NOSP), and intends to apply part of the proceeds towards the procurement of the following.

No.	Procurement Reference Number	Subject of Procurement
1	MAAIF-NOSP/NCONS/2024-2025/00004/a/b	Procurement of Hotel Services (Lot 1) and Catering Services (Lot 2) under framework contract for a period of Thirty-Six (36) Months as follows; Lot 1: Hotel Services. (Ref: 00004/a) Lot 2: Catering Services. (Ref: 00004/b)

2. Bidding will be conducted using the **International Competitive Bidding (ICB)** method, the evaluation procedure for which is described in this bidding document, in accordance with the IFAD Procurement Handbook which is provided at www.ifad.org/project-procurement. The ICB process, as described, will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
3. The Bidding document(s) shall be inspected and issued at the Ministry's Procurement and Disposal Unit, Main Office Building, Plot 16-18, Lugard Avenue, Entebbe **OR** Bidders may access the Bid document in English by downloading it from the Link: <https://www.agriculture.go.ug/maaif-calls-for-bids>. Bidders are encouraged to check on the web address / link from time to time in case additional information is communicated or an addendum is issued.
4. The Bidding document(s) shall be inspected and issued at the Ministry's Procurement and Disposal Unit, Main Office Building, Plot 16-18, Lugard Avenue, Entebbe.
5. There shall be NO pre-bid meeting.

Part 1

6. Bids must be delivered to the address below at 6 (a) at or before **11:00am** on **24th April 2025** (Local time)

- (a). Bids shall be delivered at:
Procurement and Disposal Unit
Ministry of Agriculture, Animal Industry and Fisheries
Plot No. 14-17 Lugard Avenue
P. O. Box 102
Entebbe – Uganda
- (b). Addresses for Bid Opening: As in 6(a) above.

7. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid notice	6 th March 2025
b. Pre-bid meeting	N/A
c. Bid closing date	24 th April 2025
d. Evaluation process	9 th May 2025
e. Display and communication of best evaluated bidder notice	23 rd May 2025
f. Contract signature	13 th June 2025

8. Bidders should be aware that late bids will not be accepted under any circumstances and will be returned unopened to the bidder.

Maj. Gen David Kasura-Kyomukama
PERMANENT SECRETARY

PART 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Methodology and Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

PART 2 – Statement of Requirements

Section 6 – Statement of Requirements

PART 3 – Contract Forms

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

Section 8 – Special Conditions of Contract

Section 9 – Contract Forms

Section 1. Instructions to Bidders

Table of Contents

A	General.....	4
1.	Scope of Bid.....	4
2.	Source of Funds.....	4
3.	Corrupt Practices.....	4
4.	Eligible Bidders.....	5
5.	Eligible Supplies or Services.....	6
B.	Bidding Document.....	7
6.	Contents of Bidding Document.....	7
7.	Clarification of Bidding Document.....	7
8.	Amendment of Bidding Document.....	8
C.	Preparation of Bids.....	8
9.	Cost of Bidding.....	8
10.	Language of Bid and Communications.....	8
11.	Documents Comprising the Bid.....	8
12.	Bid Submission Sheet and Price Schedules.....	9
13.	Alternative Bids.....	10
14.	Bid Prices and Discounts.....	10
15.	Currencies of Bid.....	11
16.	Documents Establishing the Eligibility of the Bidder.....	12
17.	Documents Establishing the Eligibility of Supplies or Services.....	12
18.	Documents Establishing the Conformity of the Supplies or Services.....	12
19.	Documents Establishing the Qualifications of the Bidder.....	13
20.	Period of Validity of Bids.....	13
21.	Bid Security.....	13
22.	Format and Signing of Bid.....	14
D	Submission and Opening of Bids.....	14
23.	Sealing and Marking of Bids.....	14
24.	Deadline for Submission of Bids.....	14
25.	Late Bids.....	15
26.	Withdrawal and Replacement of Bids.....	15
27.	Bid Opening.....	15
E.	Evaluation of Bids.....	16
28.	Confidentiality.....	16
29.	Clarification of Bids.....	16
30.	Compliance and Responsiveness of Bids.....	16
31.	Nonconformities, Errors, and Omissions.....	17
32.	Preliminary Examination of Bids – Eligibility and Administrative Compliance.....	18
33.	Detailed Commercial and Technical Evaluation.....	18
34.	Conversion to Single Currency.....	18
35.	Margin of Preference.....	19
36.	Financial Comparison of Bids.....	19
37.	Determination of Best Evaluated Bid(s).....	19
38.	Post-qualification of the Bidder.....	19
39.	Procuring and Disposing Entity's Right to Accept or Reject Any or All Bids.....	20
F.	Award of Contract.....	20
40.	Award Procedure.....	20
41.	Procuring and Disposing Entity's Right to Vary Quantities at Time of Award.....	20
42.	Notification of Award and Letter of Bid Acceptance.....	20
43.	Signing of Contract.....	21
44.	Performance Security.....	21

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, noncompetitive 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 addendum 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, authorized, 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) utilize 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 guarantees;
 - (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 authorized to sign on behalf of the Bidder. This authorization 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 authorization must be typed or printed below the signature. All pages of the bid, except for unlamented printed literature, shall be signed or initialed by the person signing the bid.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed 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 authorized representative, which shall include a copy of the authorization 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 authorization 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 Agriculture, Animal Industry and Fisheries (MAAIF).
ITB 1.1	The subject of procurement is a framework contract for: Procurement of Hotel Services (Lot 1) and Catering Services (Lot 2) under framework contract for a period of Thirty-Six (36) Months.
ITB 1.1	The Procurement Reference number of the Bidding Document is: MAAIF-NOSP/NCON/2024-2025/00004/a/b
ITB 1.1	<p>The number and identification of lots comprising this Bidding Document is: Two (02) as follows;</p> <ul style="list-style-type: none"> i. Procurement of Hotel Services (Lot 1); Proc Ref No: (0004/a) ii. Procurement of Catering Services (Lot 1); Proc Ref No: (0004/b) <p>The proportion of each Lot that a Bidder may bid for is: 100%</p> <p>The minimum and maximum number of Lots a Bidder may bid for is: No limitation on the number of lots to be bided for, and awarded.</p>
ITB 5.5	The Bidder 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. N/A
B. Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Procuring and Disposing Entity's address is: The Permanent Secretary,</p> <p>Ministry of Agriculture, Animal Industry and Fisheries.</p> <p>Attention: Assistant Commissioner Procurement</p> <p>Street Address: Plot 16-18, Lugard Avenue</p> <p>Floor/Room number: Procurement and Disposal Unit</p> <p>Town/City: Entebbe</p> <p>Postal Code: 102</p> <p>Country: Uganda</p> <p>Telephone: 256 414 323 990/ 0414 320 004</p> <p>Email: procurement@agriculture.go.ug and procurement@nosp.go.ug</p>
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 (07) days to the closing date.

Part 1: Section 2 Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
C. Preparation of Bids	
ITB 10.1	Medium: The medium of communication shall be in writing.
ITB 10.2	Language: The language for the bid is English .
ITB 11.1(h)	Additional bid information: Additional information required in the bid includes: <ul style="list-style-type: none"> - Certificate of Membership of the Uganda Hotel Owners Association for Lot 1 - Hotel /Company profile. - Certificate from local government Health Department certifying suitability of the business premises. For Lot 2.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: 2020 .
ITB 14.6(a)(i)	For Supplies, the Bidder shall quote prices using the following Incoterms: Ex works
ITB 14.7	The prices quoted by the Bidder shall be: Fixed for the contract duration .
ITB 15.1(a)	For Supplies or Services originating in Uganda the currency of the bid shall be: Uganda shillings .
ITB 15.1(b)	For Supplies or Services originating outside of Uganda the currency of the bid shall be: Uganda shillings .
ITB 20.1	The bid shall be valid for One Hundred Twenty (120) Working days until 14th October .
ITB 21.1	A Bid Security shall not be required. Where a Bid Security is required, the amount and currency of the Bid Security Shall Be N/A . A Bid Securing Declaration shall be required. <u>Bid Securing Declaration Shall be required and valid until 28 days after the expiry of the bid validity.</u>
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: 3 copies .
ITB 22.2	The written confirmation of _authorization to sign on behalf of the Bidder shall consist of: Notarized/ Registered Power of Attorney .
D. Submission and Opening of Bids	

Part 1: Section 2 Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
ITB 24.1	<p>For bid submission purposes only, the Procuring and Disposing Entity's address is: The Permanent Secretary, Ministry of Agriculture Animal Industry and Fisheries. Attention: Assistant Commissioner Procurement Street Address: Plot 16-18, Lugard Avenue Floor/Room number: Procurement and Disposal Unit Town/City: Entebbe Postal Code: 102 Country: Uganda The deadline for bid submission is: Date: 24th April 2025 Time (local time): 11:00am</p>
ITB 27.1	<p>The bid opening shall take place at: Ministry of Agriculture, Animal Industry and Fisheries Tent. Street Address: Plot 16-18, Lugard Avenue Floor/Room number: Main Block Town/City: Entebbe Country: Uganda Date: 24th April, 2025 Time: 11.05am (local time)</p>
E. Evaluation of Bids	
ITB 34.1	<p>The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: The source of exchange rate shall be: Bank of Uganda. The date for the exchange rate shall be: Date of bid opening.</p>
ITB 35.1	<p>A margin of preference shall not apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.</p>
F. Award of Contract	
ITB 41.1	<p>The percentage by which the estimated quantity or minimum value may be increased is: N/A The percentage by which the estimated quantity or minimum value may be decreased is: N/A</p>

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004/a/b

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.

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. **NA**
- 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 Valid Trading licence or equivalent; 2025**
 - (b) **a copy of the Bidder's Certificate of Incorporation or equivalent;**
 - (c) **a copy of the Bidder's valid 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**a. Operational Details**

- Membership of The Uganda Hotel Owners Association.

D Financial Comparison Criteria**7. Costs to be included in Bid Price**

- 7.1 The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:
- (a) for supplies; the unit and total delivered price based on the delivery terms requested and the estimated quantity specified. The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
 - (b) for services, fees; reimbursable and miscellaneous costs, for each activity. The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
 - (c) taxes, duties and levies;

8 Non-cost Factors to be included in Evaluated Price

- 8.1 The non-cost factors to be included in the evaluated price are: **NA**
- (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: N/A.

Section 4. Bidding Forms

Table of Forms

Bid Submission Sheet.....	29
Price Schedule for Supplies or Services	31
Bid Security	32

[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 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]*

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
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
<i>[insert number of item corresponding to Statement of Requirements]</i>	<i>[insert brief description name of Supplies or Services]</i>	<i>[insert country of origin of the item]</i>	<i>[if the margin of preference applies, insert percentage of Ugandan origin for this item]</i>	<i>[insert estimated number of units of this item to be purchased]</i>	<i>[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]</i>	<i>[insert all import duties, taxes paid or payable in Uganda on this item]</i>	<i>[insert the total price for this item, which should equate to columns 5x(6+7)]</i>

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]*

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

² In accordance with ITB Clauses 14 and 15

[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: N/A.

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.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Elinor, our experience is that the above paragraph has been confusing to bidders as well as the PDEs who do not understand when exactly the bid security is expected to expire. Is it possible to simplify this statement in easily understandable language? Our proposal is that the exact date of expiry of the bid validity should be stated as opposed to leaving it open for parties to compute when the bid validity should expire.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

Name: *[insert complete name of person signing the Security]* In the capacity of *[insert legal capacity of person signing the Security]* Duly authorized to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

[Use Bidder's Letterhead]

[Name of Bidder]

[Physical Address of Bidder]

Bid-Securing Declaration

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

Subject of procurement and Reference No.: *[insert Procurement Reference Number of bidding process]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that we will automatically be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
 - (b) having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 43; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 31;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

Duly authorized to sign the bid securing declaration for and on behalf of: *[insert complete name of Bidder]*

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

Corporate Seal (where appropriate)

*Please delete as appropriate

**ANNEX 1: TO THE INSTRUCTIONS TO BIDDING PROCEDURES
(IFAD SECAP AND PROHIBITED PRACTICES)**

**Prohibited
practices**

The Fund requires that all beneficiaries of IFAD funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anticorruption Policy").

For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and referred to collectively as "Prohibited Practices":

- a) "***corrupt practice***" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- b) "***fraudulent practice***" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- c) "***collusive practice***" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) "***coercive practice***" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) "***obstructive practice***" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

The Fund will deny financing of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly

or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.³ The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

Bidders, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected⁴ by auditors and/or investigators appointed by the Fund.

The consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴ Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

or other party in connection with this procurement process or the execution of the contract.

The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the competition process or, in case the consultant who is awarded the contract, execution of the contract.

SECAP**Performance
Standards**

The resulting contract will be implemented in a manner consistent with SECAP, available on <https://www.ifad.org/secap>.



Standard Procurement Documents



Self-Certification Form – Bidding Stage

1st Edition

December 2020

This form should be added as an additional bidding form when national bidding documents are used. The use of this self-certification form is mandatory for all procurements carried out in IFAD-financed or managed projects and they are included in IFAD's standard bidding documents.

Procurement Ref no: MAAIF-NOSP/NCONS/24-25/00004: Self-Certification Form

Preamble:

In accordance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.⁵

Self-Certification Form

This self-certification form is to be completed by the bidder. The bidder shall submit the completed form together with the bid/proposal to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of bidder:	
Full legal name of bidders's legal representative and position:	
Procurement title:	
Procurement reference:	
Date:	

I hereby certify that I am the authorized representative of *[name of the bidder]*, as well as that the information provided above is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may result in sanctions and remedies, including the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including the **IFAD Policy on**

⁵ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

Part 1: Section 4. Bidding Forms

Preventing Fraud and Corruption in its Activities and Operations (accessible at www.ifad.org/anticorruption_policy) and the **IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: _____ **Date:**

Printed Name of Signatory: _____

Part 1: Section 4. Bidding Forms

- ☐ The bidder certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the present procurement process.
- ☐ The bidder declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")⁶ and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to bidder)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

- ☐ The bidder certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in acts of sexual harassment, sexual exploitation and abuse in connection with the present procurement process and this contract.
- ☐ The bidder certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners are NOT subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in acts of sexual harassment, sexual exploitation and abuse.
- ☐ The bidder certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
- ☐ Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;
 - ☐ Do not have any actual or potential, and do not reasonably appear to have, the same legal representative as another bidder for purposes of this bid or execution of the contract;

Part 1: Section 4. Bidding Forms

- ☐ Do not have any actual or potential, and do not reasonably appear to have, a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
- ☐ Do not participate and do not potentially or reasonably appear to participate in more than one bid/proposal in this process; and
- ☐ Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

- ☐ *[To be completed only if the previous boxes were not checked]*

The bidder declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

- ☐ The bidder certifies that **NO** gratuities, fees, commissions, gifts or anything else of value have been paid or exchanged or are to be paid or exchanged with respect to the present bidding process.

OR

- ☐ *[To be completed only if previous box was not checked]*

The bidder declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present bidding process:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The bidder should print out, date, and attach the results page(s) to the self-certification form.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the bidder itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the bidder should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the bidder believes the finding is a “false positive”.

Section 5. Eligible Countries

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004/a/b

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.

Part 1: Section 5 Eligible Countries

Template: Beneficial Ownership Declaration Form

This beneficial ownership declaration form issued by The Public Procurement and Disposal of Public Assets Authority to collect beneficial ownership information. The template includes sections to be completed by the bidders.

Company Identification

Full legal name of the Bidder

(Company or Joint Venture)

Physical / Contact address

Name(s) of Beneficial Owner(s) of the Company/ Joint Venture Companies/ Consortiums

etc. Name(s):

- 1.
- 2.
- 3.

Are any of the beneficial owners a Politically Exposed Person (PEP)? ☐ No ☐ If Yes

Name:

Public office position and role: Date when office was assumed.....

Attestation

I, undersigned, for and on behalf of the Bidder confirm that all information provided in the above beneficial ownership declaration is accurate and reliable.

[Name] _____ [Position] _____

[Signature] _____

Beneficial Ownership Definition

"Beneficial owner" means "the natural person who ultimately owns or controls a legal person or arrangement or the natural person on whose behalf a transaction is conducted, and includes those natural persons who exercise ultimate effective control a legal person or arrangement directly or indirectly."

Section 6. Statement of Requirements

Contents

1. List of Supplies or Services..... 49

2. Delivery and Completion Schedule..... 53

3. Terms of Reference and Technical Specifications..... 54

4. Drawings 57

5. Inspections and Tests 58

Section 6. Statement of Requirements

1. List of supplies or services

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004/a/b

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

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

Item number	Brief of Supplies or Services	Description	Estimated Quantity	Unit of Measure
1	Full Board package		1	Pax
2	Whole day package		1	Pax
3	Half day package		1	Pax
4	Accommodation only		1	Pax
5	Lunch only		1	Pax
6	Break/Evening tea and Coffee only		1	Pax
7	Soda (300 ml) only		1	Pax
8	Bottled water (500 ml) – certified by UNBS only		1	Pax
9	Juice only		1	Pax
10	Assorted cocktail bites		1	Pax
11	Conference Hire with public address system, writing pads, pens, flip charts and a projector		1	Pax
i.	Less than 25 people		1	Pax
ii.	Between 25-50 people		1	Pax
iii.	Between 50-100 people		1	Pax
iv.	Between 100-200 people		1	Pax
v.	Between 200-500 people		1	Pax

Part 2: Section 6 Statement of Requirements

Catering services (LOT 2)

	Description		
1.	English breakfast	1	Pax
2.	Continental breakfast	1	Pax
3.	Break tea with snacks	1	Pax
4.	Buffet lunch with a soft drink	1	Pax
5.	Bottled water (500mls)	1	Pax

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

Procurement Ref Number: MAAIF-NOSP/ NCONS/24-25/00004a/b

**TERMS OF REFERENCE FOR THE PROVISION OF FRAMEWORK
CONTRACT FOR HOTEL, WORKSHOP, CONFERENCE AND
CATERING SERVICES FOR NOSP**

1.0: Introduction

The National Oil Seeds Project seeks to acquire providers for hotel, conference, workshop and catering services under framework contracts for a period of three years (36 months). NOSP wishes to acquire the services of competent providers for the provision of Hotel and Conference facilities for training programs, workshops, seminars, retreats, etc.

2.0: Area of coverage

The hotels will be located in the Eighty-One districts that are undertaking the National Oilseeds Project within Uganda.

3.0: Objectives of the Scheme

The main objective is to provide Hotel and Conference facilities, catering services for residential and non-residential training programs, workshops, seminars and retreats, etc.

4.0: Deliverables

The service provider will be required to provide the services as detailed below;

- a. To provide comfortable and user-friendly furniture to the tune of the program requirements.
- b. To provide quality and healthy meals i.e. breakfast, morning and evening tea, snacks, lunch and dinner with refreshments to the participants and facilitators.
- c. To provide equipment e.g. flip charts, flip chart stands, computers, printers, public address systems and projectors etc
- d. To provide stationery e.g. pens, notebooks etc for each training/workshops/seminar session.
- e. Provide any additional service that may be required by the circumstance of the training/seminars/workshops.

Part 2: Section 6 Statement of Requirements

- f. To provide self-contained accommodation for all the participants, with each participant having an individual room.
- g. Ability to offer the above at short notice

4.1 Hotel Requirements

- a. The Hotel must display the highest standard of Customer Service.
- b. The Hotel must maintain the highest standards of hygiene in all areas.
- c. It must be easily accessible
- d. Must have ample and secure parking space
- e. The room provided should be free of unnecessary interruptions (noise and frequent movement of people which is conducive for connection 24/7
- f. To provide stationery e.g. pens, notebooks, etc for each program
- g. To provide appropriate equipment e.g. Flip chart stands, projectors, computers and printers etc for the program (when required)
- h. The hotel must have healthy facilities e.g. a gym and a swimming pool as well.
- i. Sport facilities and large space to carry out outdoor exercises and sports
- j. The place should provide safety for both people and property
- k. The venue must provide for uninterruptible clean power to minimize power outages.
- l. Member of the Uganda Hotels Association

4.2 Outside Catering

- i. Provision of English breakfast or Continental breakfast
- ii. Provision of break tea with snacks
- iii. Provision of buffet lunch with a soft drink
- iv. Provision of bottles water (500mls)

5.0: Commencement

The commencement date for the provision of the medical insurance service shall be **as soon as possible but not later than March 2024**

8.0: Duration

The framework contract will be for thirty-six (36) months subject to renewal/extension on the same terms upon satisfactory performance certified by the Contract Manager and availability of funds.

The technical evaluation and financial comparison will be guided by the following criteria;

2. Delivery and Completion Schedule:

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004.

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
01	Provision of workshop/conference facilities (Lot One)	Within one week of receipt of call off order	As per call-off Order
02	Provision of catering services (Lot two)	Within one week of receipt of call off order	As per call-off Order

3. Terms of Reference and Technical Specifications:

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004/a/b.

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.

a) Hotels Service / Conference package under Lot one

Item No.	Terms of Reference and Technical Specifications required including applicable standards	Compliance of Terms of Reference and specifications offered
<i>a</i>	<i>b</i>	<i>c</i>
	<u>PACKAGES</u>	
1	<u>Full board package:</u> <ul style="list-style-type: none">Accommodation (Self-contained rooms with breakfast, rooms should be very neat with provision for warm water and functioning TV).Breakfast.Break/ Evening tea with accompaniments- (<i>Accompaniments may include but not limited to eggs, banana, grand nuts, cakes, samosas, plantain, chicken wings</i>)Buffet lunch with a soft drink- (<i>Buffet lunch should have all Local dishes</i>) among othersBottled water x 2 (500ml)- Certified by UNBS,Buffet dinner (with all local dishes among others),Conference room with a sound public address systemWriting pads, pens, flip chartsA projector (<i>Buffet lunch and dinner should have all Local dishes</i>)	
2	<u>Whole day package:</u> <ul style="list-style-type: none">Break/ Evening tea with accompaniments- (<i>Accompaniments should include but not limited to eggs, banana, grand nuts, cakes, samosas, plantain, chicken wings</i>)Buffet lunch with a soft drink (<i>Buffet lunch should have all Local dishes</i>)Bottled water x 2 (500ml)- Certified by UNBS,	

Part 2: Section 6 Statement of Requirements

Item No.	Terms of Reference and Technical Specifications required including applicable standards	Compliance of Terms of Reference and specifications offered
	<ul style="list-style-type: none"> Conference room with a sound public address system Writing pads, pens, flip charts a projector 	
3	<p><u>Half day Package:</u></p> <ul style="list-style-type: none"> Break tea with accompaniments (<i>Accompaniments should include but not limited to eggs, banana, grand nuts, cakes, samosas, plantain, chicken wings</i>) Buffet lunch with a soft drink- (<i>Buffet lunch should have all Local dishes</i>) Bottled water x 1 (500ml)- Certified by UNBS, Conference room with a sound public address system Writing pads, pens, flip charts a projector 	
4	<p><u>Accommodation only:</u></p> <p>Self-contained rooms with breakfast Rooms should be very neat with provision for warm water and functioning TV.</p>	
5	<p><u>Lunch Only:</u> Buffet Lunch with soft drink (<i>Buffet lunch should have all Local dishes</i>)</p>	
6	<p><u>Break/Evening tea/coffee only- with Accompaniments</u></p> <p>(<i>Accompaniments may include but not limited to eggs, banana, grand nuts, cakes, samosas, plantain, chicken wings among others</i>)</p>	
	<u>OTHERS (per person/pax)</u>	
7	<u>Soda:</u> (300 ml)	
8	<u>Bottled Water:</u> (500 ml)- certified by UNBS	
9	<u>Juice:</u> Cocktail or passion- Glass Approximately 300ml	
10	<p><u>Assorted Cocktail bites:</u></p> <p>Bites - Assorted roasted/ grilled Meat (Including but not limited to Fish fingers, chicken wings, Goat, liver among others)</p>	
11	<p><u>Conference Hire with public address system, writing pads, pens, flip charts and a projector</u></p>	
vi.	Less than 25 people	

Part 2: Section 6 Statement of Requirements

Item No.	Terms of Reference and Technical Specifications required including applicable standards	Compliance of Terms of Reference and specifications offered
vii.	Between 25-50 people	
viii.	Between 50-100 people	
ix.	Between 100-200 people	
x.	Between 200-500 people	
xi.	Above 500	

b) Catering services (LOT 2)

	Description	Compliance
1.	English breakfast	
2.	Continental breakfast	
3.	Break tea with snacks	
4.	Buffet lunch with a soft drink	
5.	Bottled water (500mls)	

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.**

Note: Hotels with different rates for different rooms in respect to accommodation should be reflected in their quotation.

4. Drawings: N/A

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004/a/b.

List of related Drawings		
Drawing number	Drawing name	Purpose
N/A	N/A	N/A

5. Inspections and Tests: N/A

Procurement Reference Number: MAAIF-NOSP/NCON/2024-2025/00004/a/b.

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

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: MAAIF-NOSP/NCON/2024-2025/00004a/b.
GCC 1.1(i)	The Procuring and Disposing Entity is: Ministry of Agriculture, Animal Industry and Fisheries
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: Respective Hotels/ as per the site indicated on the call off order
GCC 1.1	<p>In addition to the definitions in GCC 1.1, the following words and expressions shall have the meanings hereby assigned to them:</p> <p>(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.</p> <p>(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.</p> <p>(r) “Response Time” means the period for delivery of the Supplies or Services, calculated from the date of a call-off order.</p>
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	<p>For notices, the Procuring and Disposing Entity’s address shall be:</p> <p>Attention: Assistant Commissioner Procurement and Disposal Unit-MAAIF</p> <p>Street Address: Lugard Avenue</p> <p>Floor/Room number: Main Block</p> <p>Town/City: Entebbe</p> <p>PO Box No: 102</p> <p>Country: Uganda</p> <p>Telephone number: +256-41-320987/9, 320004, 320327/8</p> <p>Email: procurement@agriculture.go.ug</p>

Part 3: Section 8. Special Conditions of Contract

GCC clause reference	Special Conditions
	For <u>notices</u> , the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: 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 in any court of competent jurisdiction.
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: 1. e- Tax Invoice 2. copy of Local Purchase Order, 3. Workshop reports .
GCC 15.1	Notwithstanding the provisions of GCC 15.1 and GCC 1.1(d), the Contract Price specified in the Agreement shall be the estimated price payable to the Provider and the actual price payable to the Provider shall be calculated on the basis of the unit prices specified in the Price Schedule and the quantities specified in call-off orders, subject to any minimum value specified in the Statement of Requirements.
GCC 15.2	The price adjustment shall be: N/A
GCC 16.1	Payment shall be made in full for each call-off order following delivery of the 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: Thirty (30) days after submission of an invoice or request for payment by the provider, and its certification by the Procuring and Disposing Entity.
GCC 16.4	The currency(ies) for payments shall be: Uganda Shillings

Part 3: Section 8. Special Conditions of Contract

GCC clause reference	Special Conditions
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 shall not be required. The amount of the Performance Security shall be: N/A The currency shall be: N/A
GCC 18.3	The forms of acceptable Performance Securities are: N/A
GCC 18.4	Discharge of the Performance Security shall take place not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract. N/A The Performance Security shall be reduced in value following completion of the Provider's obligations under each call-off order, by an amount proportionate to the value of the contract price represented by the call-off order. N/A
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: As per industry standards
GCC 24.1	The insurance coverage shall be: 100% coverage.
GCC 25.1	The INCOTERM shall be: Ex Works (Respective Hotel)
GCC 27.1	Liquidated Damages shall apply if the Provider fails to deliver any or all of the Supplies and Services specified in any call-off order within the response times specified in the Statement of Requirements. Notwithstanding the provisions of GCC 27.1, the amount of liquidated damages shall be calculated as a percentage of the value of the call-off order and shall apply only to the call-off order under which the Provider has failed to deliver the Supplies or perform the Services. The liquidated damage shall be: 0.5% of the value of the call-off order per week. The maximum number of liquidated damages shall be: 10% of the value of the call-off order.
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: 1 week
GCC 30.1	The amount of aggregate liability shall be: Each Call-off order value. (100% of the call-off order Value).

Section 9. Contract Forms

Table of Forms

Agreement.....63
Call-Off Order65
Performance Security67
Advance Payment Security.....68

Agreement For a Framework Contract

Procurement Reference No: MAAIF-NOSP/NCONS/2024-2025/00004a/b

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

Part 3. Section 9. Contract Forms

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: **MAAIF-NOSP/NCON/2024-2025/00004a/b**

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: **MAAIF-NOSP/NCON/2024-2025/00004a/b**
Call-Off Order Reference No: _____

Item No	Description of Supplies	Quantity	Unit of Measure	Unit Price	Total Price
1					
2					
3					
4					
5					
6					
7					
				Other additional costs	
				Subtotal	
				VAT @ %	
				Total Price	

Part 3. Section 9. Contract Forms

[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]*

Part 3. Section 9. Contract Forms

[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: *N/A.*

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]*