



KAMPALA CLUB LIMITED

Bidding Document

**Subject of Procurement: PROCUREMENT OF CLEANING,
GARDENING AND FUMIGATION SERVICES FOR KAMPALA CLUB
LIMITED**

Proc Ref Number: KCL/SRVCS/23-24/011

Procurement Method: REQUEST FOR QUOTATION

JULY 2023

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures	3
Section 1: Instructions to Bidders.....	5
Section 2: Bid Data Sheet.....	18
Section 3: Evaluation Methodology and Criteria.....	20
Section 4: Bidding Forms	23
PART 2 - Statement of Requirements	27
Section 5: Statement of Requirements	27
PART 3 - Contract	34
Section 6: General Conditions of Contract for the Procurement of Supplies	35
Section 7: Special Conditions of Contract.....	43
Section 8: Contract Forms.....	45

PART 1 – Bidding Procedures

Section 1: Instructions to Bidders

Table of Contents

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

35.	Signing and Effectiveness of Contract	17
36.	Debriefing.....	17

Section 1: Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 Kampala Club Limited, invites bids for the provision of Supplies and related Services incidental thereto as specified in Section 5, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the Bid Data Sheet. The subject and procurement reference number of this Bidding Document are provided in the Bid Data Sheet.
- 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 Kampala Club Limited has allocated funds towards the cost of cleaning services. The Club intends to use these funds to place a contract for provision of cleaning services and related supplies.
- 2.2 Payments will be made directly by the Club and will be subject in all respects to the terms and conditions of the resulting contract placed by the Club.

3. Eligible Bidders

- 3.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in this 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.

- 3.2 A Bidder may be a natural person, private entity, government-owned entity, 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 (JV), consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 3.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall be Ugandan by nationality.
- 3.4 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 Club regarding this bidding process; or
 - (e) submit more than one bid in this bidding process.
 - (f) participated as a consultant in the preparation of the design or technical specifications of the Supplies and related services that are the subject of the bid.
- 3.5 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Club, as the Club shall reasonably request.

B. Bidding Document

4. Contents of Bidding Document

- 4.1 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 6.

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 Services and related Supplies
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

5. Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Club in writing at the Club’s address indicated in the BDS. The Club will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The Club shall forward copies of its response to all Bidders who have been issued with the Bidding Document, including a description of the inquiry but without identifying its source. Should the Club deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 6 and Sub-Clause 19.2.

6. Amendment of Bidding Document

- 6.1 At any time prior to the deadline for submission of bids, the Club may amend the Bidding Document by issuing addenda.
- 6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have been issued the Bidding Document by the Club.
- 6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Club may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 19.2.

C. Preparation of Bids

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Club shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Language of Bid and Communications

- 8.1 The medium of communication shall be in writing unless otherwise specified in the BDS.

- 8.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Club, shall be written in English unless otherwise specified in the BDS.
- 8.3 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.

9. Documents Comprising the Bid

The bid shall comprise the following:

- (a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 10, 11, and 112;
- (b) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 17;
- (c) documentary evidence in accordance with ITB Clause 13 establishing the Bidder's eligibility to bid;
- (d) documentary evidence in accordance with ITB Clauses 14 and 25, that the Supplies and Related Services conform to the Bidding Documents;
- (e) documentary evidence in accordance with ITB Clause 115 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (f) any other document(s) required in the BDS.

10. Bid Submission Sheet and Price Schedules

10.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- (a) the reference of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Supplies and Related Services offered;
- (c) the total bid price;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid;
- (f) a declaration of nationality of the Bidder;
- (g) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
- (h) an authorised signature.

10.2 The Bidder shall submit the Price Schedule for Supplies and Related 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 Related Services to be supplied;
- (c) their country of origin and percentage of Ugandan or East African Community content;
- (d) the quantity;
- (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.

11. Bid Prices and Discounts

- 11.1 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.
- 11.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. 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 26.3.
- 11.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 10.1(c), shall be the total price of the bid, excluding any discounts offered.
- 11.4 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 10.1(d) and ITB Sub-Clause 14.8 respectively.
- 11.5 Prices quoted on the Price Schedule for Supplies and Related 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 Club. This shall not in any way limit the Club's right to contract on any of the terms offered:
 - (a) for Supplies;
 - (i) 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
 - (ii) the total price for the item.
 - (b) for Related Services;
 - (i) the price of the Related Services;
 - (ii) all custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the Related Services, if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.

11.6 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 25. 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.

12. Currencies of Bid

12.1 Bid prices shall be quoted in the currency of Uganda

- (a) the bid prices shall be quoted in the currency of Uganda for all supplies and related services, unless otherwise specified in the BDS;

13. Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 3, 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.

14. Documents Establishing the Conformity of the Supplies

14.1 To establish the conformity of the Supplies and Related Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 5, Statement of Requirements.

14.2 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 and Related Services, demonstrating substantial responsiveness of the Supplies and Related Services to those requirements.

15. Documents Establishing the Qualifications of the Bidder

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.

16. Period of Validity of Bids

16.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Club as non-compliant.

16.2 The Club will make its best effort to complete the procurement process within this period

16.3 In exceptional circumstances, prior to the expiration of the bid validity period, the Club may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 9 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.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for an amended printed literature, shall be signed or initialled by the person signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

18. Sealing and Marking of Bids

- 18.1 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.
- 18.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to Kampala Club Ltd in accordance with ITB Sub-Clause 19.1;
 - (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 22.1.
- 18.3 If all envelopes are not sealed and marked as required, the Club will assume no responsibility for the misplacement or premature opening of the bid.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Club at the address and no later than the date and time indicated in the BDS.
- 19.2 The Club may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 6, in which case all rights and obligations of the Club and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Bids

The Club shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 19. Any bid received by the Club after the

deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

21. Withdrawal and Replacement of Bids

21.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 17.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 17 and 18 (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 Club prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidder.

21.3 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.

21.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 21.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

22. Bid Opening

22.1 The Club 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.

22.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

Only envelopes that are opened and read out at the bid opening shall be considered further.

22.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, including any discounts; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details that the Club 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 20.

- 22.4 The Club 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, including any discounts; and the presence or absence of a Bid Security Bid Securing Declaration, 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.

E. Evaluation of Bids

23. Confidentiality

- 23.1 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.
- 23.2 Any effort by a Bidder to influence the Club in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 23.3 Notwithstanding ITB Sub-Clause 23.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Club on any matter related to the bidding process, it should do so in writing.

24. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Club 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 Club shall not be considered. The Club's request for clarification and the response shall be in writing. All requests for clarification shall be copied to all bidders for information purposes. 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 Club in the evaluation of the bids, in accordance with ITB Clause 26.4.

25. Compliance and Responsiveness of Bids

- 25.1 The Club's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.
- 25.2 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 is a deviation that-
- (a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;
 - (b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of the Club or the obligations of the bidder under the contract;
 - (c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
 - (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -

- (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
- (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
- (iii) Unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

25.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Club and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

26. Nonconformities, Errors, and Omissions

26.1 Provided that a bid is substantially compliant and responsive, the Club may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

26.2 Provided that a bid is substantially compliant and responsive, the Club 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.

26.3 Provided that a bid is substantially compliant and responsive, the Club 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.

26.4 Provided that the bid is substantially compliant and responsive, the Club 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 Club 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.

26.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected.

27. Preliminary Examination of Bids – Eligibility and Administrative Compliance

- 27.1 The Club shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Supplies and related services in accordance with ITB Clauses 3.
- 27.2 If after the examination of eligibility, the Club determines that the Bidder is not eligible, it shall reject the bid.
- 27.3 The Club shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 9 have been provided, and to determine the completeness of each document submitted.
- 27.4 The Club 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 and Related Services offered;
 - (ii) the price of the bid; and
 - (iii) the validity date of the bid;
 - (b) the Price Schedule;
 - (c) written confirmation of authorisation to commit the Bidder;

28. Detailed Commercial and Technical Evaluation

- 28.1 The Club 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.
- 28.2 If, after the examination of the terms and conditions, the Club determines that the bid is not substantially responsive in accordance with ITB Clause 25, it shall reject the bid.
- 28.3 The Club shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Section 5, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.
- 28.4 If, after the technical evaluation, the Club determines that the bid is not substantially compliant in accordance with ITB Clause 25, it shall reject the bid.

29. Financial Comparison of Bids

- 29.1 The Club shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 29.2 To financially evaluate a bid, the Club 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.
- 29.3 The Club'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 11. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related 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.

29.4 To financially compare bids, the Club 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 26.4;
- (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 10.1(d);
- (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 26.3;
- (e) apply any non-cost factors in accordance with ITB Sub-Clause 29.3;
- (h) determine the total evaluated price of each bid.

30. Determination of Best Evaluated Bid(s)

The Club 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.

31. Post-qualification of the Bidder

- 31.1 The Club 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.
- 31.2 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 15, to clarifications in accordance with ITB Clause 24 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.
- 31.3 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 Club shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

32. Award Procedure

- 32.1 The Club shall issue a Notice of Best Evaluated Bidder within 5 working days after the decision of the contracts/executive committee to award a contract, place such Notice on its notice board for a prescribed period, and copy the Notice to all Bidders.

- 32.2 No contract shall be signed within a period of ten (10) working days after the date of display of the best evaluated bidder notice.
- 32.3 The Club 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.
- 32.4 Negotiations will only be held in case the Club and the Best Evaluated Bidder require so.

33. Club's Right to Accept or Reject Any or All Bids

The Club 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 signature and issue by the Club, without thereby incurring any liability to Bidders.

34. Club's Right to Vary Quantities at Time of Award

- 34.1 At the time the Contract is awarded, the Club reserves the right to increase or decrease the quantity of Supplies and Related Services originally specified in Section 5, 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.
- 34.2 Negotiations will only be held in exceptional circumstances.

35. Signing and Effectiveness of Contract

- 35.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Executive Committee, the Club shall sign a contract with the successful Bidder.
- 35.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

36. Debriefing

Where a bidder requests information on the reasons for the success or failure of their bid, the Procuring and Disposing Entity shall promptly give the bidder a written debrief after the signing of the contract.

Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Company is: Kampala Club Limited
ITB 1.1	The subject of procurement is: Procurement of cleaning services for Kampala Club Limited.
ITB 1.1	The Procurement Reference number of the Bidding Document is : KCL/SRVCS/23-24/011
B. Bidding Document	
ITB 5	For clarification purposes only, the Club's address is: Attention: The Head, Procurement Sub-committee Street Address: Ternan Avenue Room number: Executive Office Town/City: Kampala P. O. Box No: 9048 Country: Uganda Telephone: +256 414230577 Electronic mail address: <u>kampalaclub100years@gmail.com</u>
ITB 5	The Club will respond to any request for clarification provided that such request is received no later than 10 days prior to the deadline for submission of Bids.
C. Preparation of Bids	
ITB 8.1	The medium of communication shall be in writing.
ITB 8.2	The language for the bid is English.
ITB 9	The Bidder shall submit with its bid the following additional documents: (a) All eligibility documents; Authorisation Documents; Audited Accounts for the last 03 years, Notarised powers of attorney, Brochures detailing the specifications of the Supplies, Original Income Tax Clearance Certificate addressed to Kampala Club Limited.
ITB 11.6	The prices quoted by the Bidder shall be: Uganda Shillings
ITB 16.1	Bids shall be valid until 31st October 2023
ITB 17.1	In addition to the original of the Bid, the number of copies required is: 02 Copies

Instructions to Bidders Reference	Data relevant to the ITB
ITB 17.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: Notarised Powers of Attorney.
D. Submission and Opening of Bids	
ITB 19.1	For bid submission purposes only, the Club's address is: Attention: The Head, Procurement Sub-committee Street Address: Ternan Avenue, Nakasero Room: Executive Office Town/City: Kampala P. O. Box No: 9048 Country: Uganda The deadline for bid submission is: Date: 11th August 2023 Time (local time): 3:00pm
ITB 22.1	The bid opening shall take place at: Street Address: Ternan Avenue, Nakasero Room number: Boardroom Town/City: Kampala P. O. Box No: 9048 Country: Uganda Date: 11th August 2023 Time: 4:00 pm
E. Evaluation of Bids	
	The currency that shall be used is: Uganda Shillings
F. Award of Contract	
ITB 34.1	The maximum percentage by which quantities may be increased is: N/A The maximum percentage by which quantities may be decreased is: N/A

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: KCL/SRVCS/23-24/011

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

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 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.

2.3 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: -

Eligible Bidders in accordance with ITB Clause 4;

3.2 The documentation required to provide evidence of eligibility shall be: -

- (a) a certificate of registration
- (b) a copy of the Bidder's Trading licence for 2022/2023
- (c) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
- (e) Fulfilment of obligations to pay taxes and social security contributions in Uganda where applicable.

- 3.3 A Power of Attorney which if signed in Uganda shall be registered; or if signed outside Uganda shall be notarized authorising signature of the bid on behalf of the Bidder.
- 3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:
- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
 - (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 27.3 and 27.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 28. The criteria shall be:

- (a) acceptance of the conditions of the proposed contract;
- (b) acceptable delivery schedule.
- (d) Audited Books of Accounts for last three years

6. Technical Criteria

- 6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 28.3.
- 6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 5 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

7. Costs to be included in Bid Price

The financial comparison shall be conducted in accordance with ITB Clause 29. The costs to be included in the bid price bid are:

- (a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 5;
- (b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

- (a) Adjustment for deviations in the schedule of payment, if applicable.
- (b) Adjustment for deviations in the delivery schedule, if applicable.

9. Determination of Best Evaluated Bid or Bids

- 9.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

Section 4: Bidding Forms

Table of Forms

Bid Submission Sheet.....	24
Price Schedule for Supplies and Related Services.....	26

[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: *KCL/SRVCS/23-24/011*

To: *Kampala Club Limited*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Supplies and Related Services *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:
 Unconditional discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (e.g. 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 (e.g. amount/percentage) and the conditions of the discount.]*
 Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our bid shall be valid until the date specified in ITB Sub-Clause 16.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (f) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Club;

Name of Recipient	Address	Reason	Amount & Currency

(g) 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 and Related Services

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

Procurement Reference No: **KCL/SRVCS/23-24/011**

Name of Bidder: *[Insert the name of the Bidder]*

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
Item No.	Supplies or Related Services	Quantity (No. of units)	Unit Price	Total Price
<i>[insert number of item corresponding to Statement of Requirements]</i>	<i>[insert brief description name of Supplies or Related Services]</i>	<i>[insert number of units of this item to be purchased]</i>	<i>[insert the unit price for this item]</i>	<i>[insert the total price for this item, which should equate to columns 3x4]</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]*

PART 2 - Statement of Requirements

Section 5: Statement of Requirements

Contents

1. Delivery and Completion Schedule.....	28
2. Specification and Compliance Sheet.....	29

2. Delivery and Completion Schedule

Procurement Reference Number: KCL/SRVCS/23-24/011

The delivery or completion period shall commence from the date of contract signature and effectiveness.

Item	Brief Description of Supplies or Related Services	Delivery/ Completion Period (days/wks/m ths)	Delivery Point/ Site
1	Cleaning, gardening & fumigation of Kampala Club premises.		

3. Specification and Compliance Sheet

Procurement Reference Number: KCL/SRVCS/23-24/011

Column b states the minimum technical specification of the item(s) required by the Club.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature
a	b	c	d
1.	<p>Provision of cleaning services of high industry standards using environmentally friendly cleaning products and supplies for premises of approximately 5,128m².</p> <p>Additional information for the Premises :</p> <ul style="list-style-type: none"> • Office and Gym are fitted with wall to wall woollen carpets • All Toilets are fully tiled • Cooper Bar, Men’s Bar, Lounge, Business Centre, Badminton Hall, Squash Courts and Sauna rooms with wooden floor • One Storage areas that is not cleaned daily but require quarterly cleaning • All Bars, Business centre, Gym, Sauna, Office, Badminton Hall, complete with furniture and equipment <p>The services as desired by the Club include the following;</p> <p>1. Office Areas</p> <ol style="list-style-type: none"> a) Provision of comprehensive cleaning and sanitary solutions for the office premises and the immediate environment b) Dusting, wiping and polishing of office furniture & equipment plus emptying and cleaning of waste bins daily. c) Vacuum all floor surfaces taking particular care in corners and under desks/tables daily. d) Dust, clean and sanitise all accessible areas to table tops/desks tops daily. 		

	<p>e) Remove finger marks etc., from glass door and window daily.</p> <p>f) Dust all accessible areas to window ledges/sills daily.</p> <p>2.Windows, Doors, Walls, Ceilings, Electrical Fittings</p> <ul style="list-style-type: none"> • Cleaning by use of vacuum suction, steam cleaners and other appropriate extractors and wiping of all areas covered with glass, metal or wood. i.e. windows, doors burglar proof, walls, ceilings, electrical fittings etc. on all areas around the club. <p>3.Toilets & Bathrooms</p> <p>a) Sweep and mop all tiled floor surfaces daily.</p> <p>b) Remove any obvious, visible marks from walls daily.</p> <p>c) Clean and sanitise all sinks, wash clean tiled splash backs daily.</p> <p>d) Clean, scour and disinfect all urinals, and cisterns daily.</p> <p>e) Toilet seats and lids to be disinfected and polished clean to finish. Underneath water rim, exposed bowls and waste traps are all to be cleaned and disinfected on an hourly basis.</p> <p>f) Mirrors to be cleaned and polished removing any hand marks daily.</p> <p>g) All surfaces and items of furniture and fittings, up to and below hand height, to be dusted and cleaned accordingly</p> <p>h) All waste bins to be emptied and replaced with fresh liners daily.</p> <p>i) Replenish all consumables items, i.e. Hand soap, bathing soap, toilet paper, paper towels or tissue rolls, air fresheners, bleach, powdered detergents, hand gels and disinfectants, urinal balls etc.</p> <p>j) Provide 15 top flapping 18 liter sanitary bins for lady's toilets and change the bin liners once week, provide bin disinfectant gels every time bin liners are changed. Dispose of site for incineration this sanitary waste once a week.</p> <p>4.Verandahs, lobby areas, stairs, floors and external areas</p> <p>a) Sweeping, scrubbing and mopping on a daily basis</p>		
--	---	--	--

	<p>b) Sweep, scrub, mop terrazzo/cement floor, verandah, steps, entrance lobbies, concrete slabs and paved areas around the club house, squash courts, health club, staff quarters, badminton hall, gym and sauna house area.</p> <p>c) Sweep and scrub concrete slabs in walkways, at steps leading to the club house, staff quarters, swimming pool area</p> <p>d) Sweeping wooden floors on a daily basis as well as polishing whenever necessary of the wooden floor areas</p> <p>e) Collecting of rubbish/litter from all areas around the club</p> <p>5.Parking Area</p> <ul style="list-style-type: none"> • Sweep and collect all rubbish from the tarmac parking area <p>6.Garbage Collection</p> <ul style="list-style-type: none"> • Normal Garbage to be disposed offsite once a week. <p>7.Compound & Gardening</p> <ul style="list-style-type: none"> • Trim hedges, shrubs, carry out gardening, and cutting of grass in compound. <p>8.Fumigation Quarterly Fumigation of all club premises including office, all offices, store, all bars, badminton hall, squash courts, tennis courts, business centre, gym, sauna house, Lounge, verandas and the all areas covered by grass.</p> <p>Target is Vermin and Vector The chemicals to be used must target and be effective in mitigation of mice, cockroaches, bedbugs and mosquitoes (dispel and decimate)</p>		
2.	<p>Scope of Work for Service Implementation</p> <ol style="list-style-type: none"> i. One assistant supervisor with salary of not less 300,000/= per month ii. The Minimum salary/wage for each cleaner shall be a minimum of UGX 200,000 and 300,000 for supervisors. 		

	<ul style="list-style-type: none"> iii. The Bidder shall ensure employees report for work at 6:00am and do not leave earlier than 6:00 pm (day shift) and 9:00 pm (night shift), unless communicated otherwise iv. Work shall be done on a full scale for seven days a week. v. A Minimum of 11 cleaners will be required for the day shift vi. A Minimum of 2 cleaners will be required for the night shift vii. The supervisors shall be required to possess a at least a certificate in sanitation and hygiene management from a reputable institution viii. The Bidder shall furnish the Club with a list of its employees who will be deployed to execute the proposed contract. Prior to commencement of work, the Contractor shall furnish the Club with employee identification documents and photographs. ix. The Bidder employees shall on a daily basis upon reporting for duty, sign in and deposit their company identity cards at the Club's security check point. x. The Bidder shall provide its employees with appropriate attire i.e. uniforms with a company logo. Further, the Contractor shall ensure its employees adhere to safety codes by provisioning relevant safety gear to its employees. This shall include but not limited to industrial boots, gloves and face masks where appropriate. xi. The Bidder shall appoint a Site Supervisor and a Deputy dedicated to the Club who will be the points of contact on all aspects of the work and shall ensure effective controls and quality. xii. The Bidder shall ensure obligations under this contract are performed with due care 		
--	--	--	--

	<p>and diligence to the highest standard in the industry with professionalism, integrity and discipline.</p> <p>xiii. The Bidder must have a staff trained in EHS to enforce EHS issues (Please attach a Certificate)</p> <p>xiv. Attach proof of ownership of the key equipment's relevant for the assignment as described in the terms of reference.</p> <p>xv. Attach a certificate in the field of fumigation.</p> <p>xvi. The Bidder shall attach a cost breakdown per month of how they intend to use the monthly contract payment.</p> <p>xvii. All submitted attachments may be subjected to verification from the relevant issuing authorities</p>		
--	---	--	--

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or the bid will be rejected. **Bidders are required to use column d to include technical literature to support the details provided in column c.**

PART 3 - Contract

Section 6: General Conditions of Contract for the Procurement of Supplies

Table of Clauses

1. Definitions	35
2. Contract Documents	32
3. Interpretation	36
4. Language.....	36
5. Joint Venture, Consortium or Association	36
6. Eligibility.....	37
7. Notices	37
8. Governing Law.....	37
9. Settlement of Disputes.....	37
10. Scope of Supply	37
11. Delivery and Documents.....	37
12. Provider's Responsibilities	37
13. Procuring and Disposing Entity's Responsibilities	37
14. Contract Price.....	37
15. Terms of Payment	38
16. Taxes and Duties	38
17. Confidential Information.....	38
18. Specifications and Standards	39
19. Liquidated Damages	39
20. Limitation of Liability.....	40
21. Change in Laws and Regulations.....	40
22. Force Majeure	40
23. Change Orders and Contract Amendments	40
24. Extensions of Time	41
25. Termination	41
26. Assignment.....	42

Section 6: General Conditions of Contract for the Procurement of Supplies

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Completion” means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract.
- (b) “Contract” means the Agreement entered into between the Club and the Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) “Day” means working day.
- (f) “Delivery” means the transfer of the Supplies from the Provider to the Club in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (i) “Club” means the client purchasing the Supplies and Related Services, as specified in the Agreement.
- (j) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Club and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
- (k) “Related Services” means the services incidental to the provision of Supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Supplies” means goods, raw materials, products, assets, 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 works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.
- (o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) The Provider’s Bid, as amended by any clarifications,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Statement of Requirements,

- (f) any other document listed in the SCC as forming part of the Contract.
- 2.2 Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Interpretation

3.1 Entire Agreement

The Contract constitutes the entire agreement between the Club and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

3.3 Non-waiver

(a) Subject to GCC Sub-Clause 3.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Club, shall be written in English unless specified otherwise in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4.2 The Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Club for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Club.

6. Eligibility

The Provider and its Subcontractors shall be Ugandan by nationality.

7. Notices

7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

7.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

8. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise specified in the SCC.

9. Settlement of Disputes

9.1 The Club and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration and Conciliation Act of Uganda Cap 4 or such other formal mechanism specified in the SCC.

10. Scope of Supply

10.1 The Supplies and Related Services to be provided shall be as specified in the Statement of Requirements.

10.2 The Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Supplies and Related Services as if such items were expressly mentioned in the Contract.

11. Delivery and Documents

Subject to GCC Sub-Clause 22.1, the Delivery of the Supplies and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.

12. Provider’s Responsibilities

The Provider shall provide all the Supplies and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

13. Procuring and Disposing Entity’s Responsibilities

The Procuring and Disposing Entity shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.

14. Contract Price

14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

14.2 Prices charged by the Provider for the Supplies delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised in the SCC.

15. Terms of Payment

15.1 The Contract Price shall be paid as specified in the SCC.

15.2 The Provider's request for payment shall be made to the Club in writing, accompanied by invoices describing, as appropriate, the Supplies delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfilment of all the obligations stipulated in the Contract.

15.3 Unless otherwise specified in the SCC, payments shall be made promptly by the Club, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the Club. The Club shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, the Club shall advise the Provider of the reasons for rejection.

15.4 The currency or currencies in which payments shall be made to the Provider under this Contract shall be Uganda Shillings.

16. Taxes and Duties

16.1 Except as otherwise specifically provided in the SCC, the Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the Supplies and Related Services to be supplied under the Contract.

16.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

17. Confidential Information

17.1 The Club and the Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Club to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under GCC Clause 17.

- 17.2 The Club shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from the Club for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 17.3 The obligation of a party under GCC Sub-Clauses 17.1 and 17.2 above, however, shall not apply to information that:
- (a) the Club or Provider need to share with any institution participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 17.4 The above provisions of GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 17.5 The provisions of GCC Clause 17 shall survive completion or termination, for whatever reason, of the Contract.

18. Specifications and Standards

18.1 Technical Specifications

- (a) The Provider shall ensure that the Supplies and Related Services comply with the technical specifications and other provisions of the Contract.
 - (b) The Provider shall be entitled to disclaim responsibility for any data, specification or other document, or any modification thereof provided or designed by or on behalf of the Club, by giving a notice of such disclaimer to the Club.
 - (c) The Supplies and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Supplies.
- 18.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring and Disposing Entity and shall be treated in accordance with GCC Clause 23.

19. Liquidated Damages

If so stated in the SCC and except as provided under GCC Clause 22, if the Provider fails to deliver any or all of the Supplies or perform the Related Services within the period specified in the Contract, the Club may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring and Disposing Entity may terminate the Contract pursuant to GCC Clause 25.

20. Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Provider to pay liquidated damages to the Club; and
- (b) the aggregate liability of the Provider to the Club, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify the Club with respect to patent infringement.

21. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

22. Force Majeure

- 22.1 The Provider shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Provider. Such events may include, but not be limited to, acts of the Government of Uganda in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Provider shall promptly notify the Club in writing of such condition and the cause thereof. Unless otherwise directed by the Club in writing, the Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Change Orders and Contract Amendments

- 23.1 The Club may at any time order the Provider through notice in accordance with GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
 - (a) specifications, where Supplies to be furnished under the Contract are to be specifically manufactured for the Club; and
 - (b) the Related Services to be provided by the Provider.

- 23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider's receipt of the Club's change order.
- 23.3 Prices to be charged by the Provider for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

24. Extensions of Time

- 24.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Supplies or completion of Related Services pursuant to GCC Clause 11, the Provider shall promptly notify the Club in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Club shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 24.2 Except in case of Force Majeure, as provided under GCC Clause 22, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 24.1.

25. Termination

- 25.1 The Club may, by not less than thirty days' written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 25.1 (a) to (g), terminate the Contract if:
- (a) the Provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the Parties in writing;
 - (b) the Provider becomes, or if any of the Provider's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;
 - (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 9.2 hereof;
 - (d) the Provider submits to the Club a statement which has a material effect on the rights, obligations or interests of the Club and which the Club knows to be false;
 - (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) the Club, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
 - (g) the Provider, in the judgment of the Club, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or
 - (h) where the Tribunal directs that a contract should be terminated.

- 25.2 The Provider may, by not less than thirty days' written notice to the Club, such notice to be given after the occurrence of any of the events specified in GCC Clause 25.2 (a) to (d) terminate the Contract if:
- (a) the Club is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Club's notice specifying such breach;
 - (b) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (c) the Club fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 9.2 hereof.
- 25.3 If either Party disputes whether an event specified GCC Clauses 25.1 or GCC Clause 25.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 9.2 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

26. Assignment

Neither the Club nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section 7: 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: KCL/SRVCS/23-24/011
GCC 1(o)	The Site for delivery of the Supplies and services is: Kampala Club Ltd
GCC 2.1(f)	The other documents forming part of the Contract are: NIL
GCC 4.1	The language shall be: English.
GCC 5	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 7.1	<p>For <u>notices</u>, the Club's address shall be: Attention: The Head, Procurement Sub-committee Street Address: Ternan Avenue Room: Executive office Town/City: Kampala P. O. Box No: 9048 Country: Uganda Telephone: +256 414230577 Electronic mail address: <u>kampalaclub100years@gmail.com</u></p> <p>For <u>notices</u>, the Provider's address shall be: Attention: Street Address: Room number: Town/City: P. O. Box No: Country: Telephone: Facsimile number: Electronic mail address:</p>
GCC 8	The Governing law shall be the law of Uganda
GCC 9.2	The formal mechanism for the resolution of disputes shall be the Arbitration and Conciliation Act, 2000 of Uganda.

GCC clause reference	Special Conditions
GCC 11	Date of delivery shall be: Within working days after Signing the Contract Agreement. The point of delivery shall be: Kampala Club Ltd
GCC 15.1	The structure of payments shall be: 100% Per month upon presentation of tax Invoice
GCC 15.3	The payment period shall be: Within 30 days after delivery of the tax invoice
GCC 15.4	The currency(ies) for payments shall be: Uganda Shillings
GCC 19	Liquidated Damages shall apply. The liquidated damage shall be: 0.01% per week The maximum amount of liquidated damages shall be: N/A
GCC 20(b)	The amount of aggregate liability shall be: 20% of the bid price

Section 8: Contract Forms

Table of Forms

Agreement..... 46

Agreement

Procurement Reference No:

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

WHEREAS the Club 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 Club to the Provider as indicated in this Agreement, the Provider hereby covenants with the Club 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 Club hereby covenants to pay the Provider in consideration of the provision of the Supplies and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Club)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____