STANDARD BIDDING DOCUMENT FOR DISPOSAL OF EAC CASSOA ASSETS

Subject of Disposal: DISPOSAL OF EAC CASSOA ASSETS

Disposal Reference Number: CAS/DISP/001/2019-2020

Disposal Method: PUBLIC BIDDING

Date of Issue: 18th November 2019

EAC CASSOA
P.O. Box 873
Circular Road, Entebbe
UGANDA
Tel: +256 312 266930
Email: cassoa@cassoa.org
procurement@cassoa.org
Website: www.cassoa.org
Standard Bidding Document

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PART1: Bidding Procedures
Instructions to Bidders

Disposal Reference Number: CAS/DISP/001/2019-2020
Subject of Disposal: EAC CASSOA OFFICE ASSETS

A. GENERAL

Scope of Bid:
EAC CASSOA, hereinafter called the “Procuring and Disposing Entity”, invites bids for the purchase of Office items as described in Part 2, Description of Assets.
This disposal process will be conducted in accordance with Public Bidding method.
Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

Limitation to Purchase:
There is no limitation to anybody for purchase of the said items.

Items:
The item description of Assets is in Part 2 of this document. Bidders shall be permitted to bid for items according to the following rules:

1. Bidders can bid for different Lots and all lots but not for single items in Lots.
Corrupt Practices:

It is the EAC CASSOA’s Policy to require that EAC CASSOA as well as Bidders and Buyers observe the highest standards of ethics during disposal and the execution of contracts. In pursuit of this policy, EAC CASSOA:

(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, directly or indirectly, of anything of value to influence the action of an official in the disposal process or in contract execution;
   (ii) “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
   (iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
   (iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) Will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(c) Will suspend a Bidder from engaging in any internal procurement and disposal proceeding for a stated period of time, if it at any time determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an organisation’s contract.

In pursuit of the Policy defined above, EAC CASSOA may terminate a contract, if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in a Bidding, during the disposal process or the execution of that contract.

d) Code of Ethical Conduct: In pursuit of the Policy defined above, EAC CASSOA requires Bidders/Buyers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders as provided in the Bidding Forms shall be signed by the Bidder and submitted together with the other Bidding Forms.
B. BIDDING DOCUMENT

Bidding Document:
The Bidding Document consists of the following Parts, which should be read in conjunction with any addenda issued:

- Part 1: Bidding Procedures
- Part 2: Description of Assets
- Part 3: Contract

At any time prior to the deadline for submission of Bids, EAC CASSOA may amend the Bidding Document or extend the deadline for submission of Bids by issue of an addenda. Addenda will be issued in writing to all Bidders who obtained the Bidding Document directly from EAC CASSOA.

Clarification of Bidding Document:
Any queries regarding this Bidding Document should be addressed to the Procurement Unit in writing at the following address and not later than the date indicated below.

Address: EAC CASSOA
Plot 41/43 Circular Road,
P.O. Box 873,
Entebbe, UGANDA.

Email: procurement@cassoa.org
With a copy to: ebukebuke@cassoa.org

Deadline: 2nd December 2019 at 11.00 am
C. PREPARATION OF BIDS

Preparation of Bids:
You are advised to carefully read the complete Bidding Document, including the Conditions of Contract in Part 3: Contract, before preparing your Bid.

Inspection of Assets:
Potential Bidders may inspect the Items prior to preparing Bids.
Date(s) for inspection: 25/11/2019 - 29/11/2019.
Time(s) for inspection: 8:00am – 5:00pm (local time).

Documents Comprising the Bid:
You are requested to Bid for the said items by completing, signing and returning without fail the following items;
1. The Bid Submission Sheet in this Part;
2. The bid securing declaration form
3. The code of ethical conduct in business for bidders and providers form.
4. The List of Assets and Price Schedule in Part 2, with prices completed for all items in each Lot;

Failure to submit the documents above may lead to elimination during evaluation.

The Standard forms in this Bidding Document may be retyped for completion but the contents shall not be altered. The Bidder is responsible for their accurate reproduction.

Validity of Bid:
The Bid shall be valid for the period of 90 calendar days from 2/12/2019.

Currency of Bids:
Bids should be priced in Uganda Shillings.

Bid Security/Bid Securing Declaration:
A Bid Securing Declaration will be required.

Copies of Bid:
The Bidder shall prepare one original and one copy of the Bid, which shall be marked “ORIGINAL” or “COPY” as appropriate. In the event of any discrepancy between the original and the copy, the original shall prevail.

Signing of Bids:
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. All pages of the Bid shall be signed or initialled by the person signing the Bid.
**D. SUBMISSION AND OPENING OF BIDS**

**Sealing and marking of Bids:**
Bids should be sealed in a single envelope, clearly marked with the **Disposal Reference Number** above, the Bidder’s name, the name of the Procuring and Disposing Entity and a warning not to open before the **date and time of the Bid Opening**. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

**Bidders are expected to submit one original sealed bid and one copy sealed bid.**

**Submission of Bids:**
Bids should be submitted to the address below, not later than the date and time of the deadline below. Late Bids shall be declared late, rejected and returned unopened to the Bidder.

Date of deadline:  **2/12/2019.**
Time of deadline:  **11:00am.**

Address:   **EAC CASSOA**  
            **Plot 41/43 Circular Road,**  
            **P.O. Box 873,**  
            **Entebbe, UGANDA.**  

Email:  **procurement@cassoa.org**  
With a copy to;  **ebukebuke@cassoa.org**

**Submission of Electronic Quotations:**  **Not acceptable.**
All bidders are requested to submit their bids on the address above. (Note that email submissions are not acceptable).

**Opening of Bids:**
EAC CASSOA shall conduct the Bid Opening in the presence of Bidders’ representatives.

**E. EVALUATION OF BIDS**

**Evaluation of Bids:**
The evaluation of Bids shall be based on price only

**Evaluation of Price:**
EAC CASSOA shall correct any arithmetic errors in the Bids, convert the Bids to a common currency and rank Bids to **determine the highest priced Bid.**

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

**Right to Reject:**
EAC CASSOA reserves the right to accept or reject any Bid or to cancel the bidding process and reject all Bids at any time prior to contract award.
F. AWARD OF CONTRACT

Formation of contract:
Formation of a contract shall be by signing a contract in accordance with Part 3: Contract. The successful Bidder will be expected to pay for and collect the List of Assets specified herein (In part 2), within the period specified in the Agreement.
Bid Submission Sheet

[Complete this Form with all the requested details and submit it as the first page of your Bid, with any documents requested above attached. Ensure that your Bid is authorised or signed in the Signature Block below. A signature and authorisation on this Form will confirm that the terms and conditions of this Bidding Document prevail over any attachments. If your Bid is not authorised or signed, it may be rejected.]

<table>
<thead>
<tr>
<th>Bid Addressed to (EAC CASSOA)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Bid:</td>
<td>--</td>
</tr>
<tr>
<td>Disposal Reference Number:</td>
<td>--</td>
</tr>
<tr>
<td>Subject of Disposal:</td>
<td>--</td>
</tr>
</tbody>
</table>

I offer to purchase the item or items listed in the attached List of Assets and Price Schedule, at the prices indicated on the attached List of Assets and Price Schedule, in accordance with the terms and conditions stated in your Bidding Document referenced above.

I have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached, during the procurement process and the execution of any resulting contract;

This Bid is valid until the ______________ [insert date, month and year]

I confirm that the prices quoted in the List of Assets and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

Bid Submitted By:

Signature: ____________________________________________________________

Name: ______________________________________________________________

Date: ________________________________________________________________ (DD/MM/YY)

Address: _____________________________________________________________

______________________________________________________________

Tel No: ____________________________________________________________
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: EAC CASSOA

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 EAC CASSOA for being eligible for bidding in any contract with the EAC CASSOA 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 EAC CASSOA 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 EAC CASSOA, 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
CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

1. Ethical Principles
   Bidders and Providers shall at all times-
   (a) maintain integrity and independence in their professional judgment and conduct;
   (b) comply with both the letter and the spirit of-
      i. The Agency’s Policies; and
      ii. Any contract awarded.
   (c) Avoid associations with businesses and organizations which are in conflict with this Code.

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

3. Confidentiality and Accuracy of Information
   (a) Information given by Bidders and Providers in the course of the disposal processes or the performance of contracts shall be true, fair and not designed to mislead.
   (b) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

4. Gifts and Hospitality
   Bidders and Providers shall not offer gifts or hospitality directly or indirectly, to staff of EAC CASSOA that might be viewed by others as having an influence on the Agency’s disposal decision.

5. Inducements
   (a) Bidders and EAC CASSOA Management shall not offer or give anything of value to influence the action of a staff in the disposal process or in contract execution.
   (b) Bidders and Management shall not ask a staff to do anything which is inconsistent with the Policies and Procedures or the Code of Ethical Conduct in Business.

6. Fraudulent Practices
   Bidders and Management shall not-
   (a) Collude with other businesses and organisations with the intention of depriving EAC CASSOA of the benefits of free and open competition;
   (b) Enter into business arrangements that might prevent the effective operation of fair competition;
   (c) Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
   (d) Misrepresent facts in order to influence a disposal process or the execution of a contract to the detriment of the EAC CASSOA;
   (e) Unlawfully obtain information relating to a disposal process in order to influence the process or execution of a contract to the detriment of the EAC CASSOA.
   (f) Withholding information from the EAC CASSOA during contract execution to the detriment of the Agency.

I ........................................................................ agree to comply with the above Code of Ethical Conduct in business.

--------------------------------------------------------------------------------
AUTHORISED SIGNATORY ............................................ NAME OF BIDDER
Part 2: Description of Asset

Description of Assets

Disposal Reference Number: CAS/DISP/0001/2018-2019

The descriptions of the Assets given below are for information purposes only and EAC CASSOA gives no guarantee of the accuracy of the description. The Bidder bears all risk for the condition of the Assets.

(Attach a list of descriptions of assets where necessary).

<table>
<thead>
<tr>
<th>No</th>
<th>Asset Code</th>
<th>Asset Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>LOT 1</td>
</tr>
<tr>
<td>1</td>
<td>CAS/OF/093/10</td>
<td>Low Back Chairs</td>
</tr>
<tr>
<td>2</td>
<td>CAS/OF/101/10</td>
<td>Low Back Chair</td>
</tr>
<tr>
<td>3</td>
<td>CAS/OF/067/10</td>
<td>Executive Chair</td>
</tr>
<tr>
<td>4</td>
<td>CAS/OF/261/13</td>
<td>Executive Swivel High Back</td>
</tr>
<tr>
<td>5</td>
<td>CAS/OF/162/12</td>
<td>Conference Chair – Banquet</td>
</tr>
<tr>
<td>6</td>
<td>CAS/OF/105/10</td>
<td>Stationery Chair</td>
</tr>
<tr>
<td>7</td>
<td>CAS/OF/104/10</td>
<td>120CM Desk</td>
</tr>
<tr>
<td>8</td>
<td>CAS/OF/148/12</td>
<td>Executive Chair</td>
</tr>
<tr>
<td>9</td>
<td>CAS/OF/060/10</td>
<td>Executive Chair</td>
</tr>
<tr>
<td>10</td>
<td>CAS/OF/096/10</td>
<td>160CM Office Desk</td>
</tr>
<tr>
<td>11</td>
<td>CAS/OF/143/12</td>
<td>High Round Cocktail Table</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LOT 2</td>
</tr>
<tr>
<td>1</td>
<td>CAS/CE/016/08</td>
<td>HP Business Injkjet 1200d</td>
</tr>
<tr>
<td>2</td>
<td>CAS/CE/029/10</td>
<td>HP Scanjet 2410 Scanner</td>
</tr>
<tr>
<td>3</td>
<td>CAS/CE/037/10</td>
<td>HP LJ M1522 All in One</td>
</tr>
<tr>
<td>4</td>
<td>CAS/CE/006/07</td>
<td>HP Laserjet 3050 All in One</td>
</tr>
<tr>
<td>5</td>
<td>CAS/CE/044/11</td>
<td>EPSON LQ 590 DOT Matrix</td>
</tr>
<tr>
<td>6</td>
<td>CAS/CE/009/07</td>
<td>HP Laserjet P2015 Printer</td>
</tr>
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<td></td>
<td>LOT 3</td>
</tr>
<tr>
<td>1</td>
<td>CAS/CE/033/10</td>
<td>HP Probook 4320S Laptop</td>
</tr>
<tr>
<td>2</td>
<td>CAS/CE/034/10</td>
<td>HP Probook 4320S Laptop</td>
</tr>
<tr>
<td>3</td>
<td>CAS/CE/040/11</td>
<td>Dell Optiplex 380MT</td>
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<td>4</td>
<td>CAS/CE/066/14</td>
<td>HP Probook 430 G1 Laptop</td>
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<td>5</td>
<td>CAS/CE/008/07</td>
<td>Dell Optiplex GX745</td>
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<tr>
<td>6</td>
<td>CAS/CE/051/12</td>
<td>HP Probook 4530S</td>
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<td>8</td>
<td>CAS/CE/043/11</td>
<td>HP Probook 4320S</td>
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<tr>
<td>9</td>
<td>CAS/CE/036/10</td>
<td>HP Probook 4320S Laptop</td>
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<tr>
<td>LOT 4</td>
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<tr>
<td>1. CAS/TE/001/10</td>
<td>VSAT Equipment</td>
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<tr>
<td>2. CAS/CE/055/13</td>
<td>EPSON Powerlite 905 LCD Projector</td>
<td></td>
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<tr>
<td>3. CAS/CE/007/07</td>
<td>APC 650VA Smart UPS</td>
<td></td>
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<tr>
<td>4. CAS/TE/002/10</td>
<td>CISCO Network Firewall</td>
<td></td>
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<tr>
<td>5. CAS/OF/003/07</td>
<td>APC 650VA Smart UPS</td>
<td></td>
</tr>
</tbody>
</table>
List of Assets and Price Schedule

Disposal Reference Number: CAS/DISP/0001/2019-2020

Item Number:

Item Name:

[Complete the currency of your Bid. Complete the price for each item below for which you are bidding. Authorise your Bid Prices in the Signature Block below.]

**CURRENCY OF BID:** __________________________

<table>
<thead>
<tr>
<th>Item No</th>
<th>Brief Description of Asset</th>
<th>Price</th>
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<tbody>
<tr>
<td>1</td>
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</table>

**TOTAL FOR LOT:**

**Bid Submitted By:**

Signature: __________________________________________

Name: __________________________________________

Date: __________________________________________ (DD/MM/YY)

Address: __________________________________________

Tel No: __________________________________________
Part 3: Contract

Any resulting Contract shall be placed using the Contract Agreement Form below and shall be subject to the EAC CASSOA General Conditions of Contract (GCC) for the Disposal of its Assets, as attached.

Contract Agreement

Disposal Reference Number:

THIS AGREEMENT made this ______ day of _______________________, _____, between _________________________________ of __________________________ (hereinafter referred to as “the Procuring and Disposing Entity”), of the one part, and _________________________ of ___________________________ (hereinafter referred to as “the Buyer”), of the other part:

WHEREAS EAC CASSOA invited Bids for the disposal of Assets, viz., ___________________________________________________ and has accepted a Bid by the Buyer for the purchase of those Assets in the sum of ________________________________ (hereinafter referred to as “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall be subject to the EAC CASSOA’s General Conditions of Contract for the Disposal of Public Assets except where modified herein.

2. The Buyer hereby covenants to pay EAC CASSOA in consideration of the provision of the Assets, the Contract Price at the times and in the manner prescribed by the Contract.

3. In consideration of the payments to be made by the Buyer to the Disposing Entity as indicated in the Contract, EAC CASSOA hereby covenants with the Buyer to release the Assets in conformity in all respects with the provisions of the Contract.

THE GENERAL CONDITIONS OF CONTRACT ARE MODIFIED AS FOLLOWS:

The location of the Assets is __EAC CASSOA______________.

The official to contact to arrange collection of the Assets is ____________________________.

Payment for the Assets shall be made by the ___________day of _________________________

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Uganda on the day, month and year indicated above.
Signed by __________________________ (EAC CASSOA)

Name: ____________________________ Position: __________________________

In the presence of:

Name: ____________________________ Position: __________________________

Signed by __________________________ (Buyer/Bidder)

Name: ____________________________ Position: __________________________

In the presence of:

Name: ____________________________ Position: __________________________
General Conditions of Contract
For the Disposal of EAC CASSOA Assets

1. Definition of Assets
The Assets subject to this Contract are as defined in the attached Description of Assets.

2. Condition of Assets
EAC CASSOA shall sell the Assets on an “as is, where is” basis and shall offer no warranty or guarantee as to the condition of the Assets.
The Buyer shall assume full responsibility for the Assets from the date and time of transfer and shall bear all costs and risks associated with the Assets thereafter.

3. Payment
The Buyer shall make payment to EAC CASSOA of the full Contract Price, as defined in the Agreement, within 5 working days of the date of the Agreement. EAC CASSOA shall issue a receipt for the payment after receipt of payment.
Payment shall be made by any method acceptable and as specified by EAC CASSOA and shall be considered to have been made on the date that it is credited to EAC CASSOA's account.
EAC CASSOA may terminate this Contract if the Buyer has failed to pay the full Contract Price within 5 working days of the due date for payment.

4. Transfer of Assets
The location of the Assets will be specified in the Agreement.
The Buyer shall have full responsibility and shall bear all risks and costs associated with the collection, dismantling, removal and transportation of the Assets from the location defined above and shall bear and pay all associated costs.
The Buyer shall collect the Assets within 5 working days of the date of receipt by EAC CASSOA of full payment for the Assets.
The Buyer shall contact the official named in the Agreement, at EAC CASSOA's address, as specified in the Agreement, to arrange a date and time for the collection of the Assets.
The Buyer shall sign a Handover Certificate, certifying receipt of the Assets, at the time of transfer.

5. Corrupt Practices
It is the EAC CASSOA'S Policy to require that the Agency, as well as Bidders and Buyers for Contracts for such Assets, observe the highest standard of ethics during the disposal process and execution of such Contracts.
In pursuit of this Policy, EAC CASSOA may terminate a Contract for disposal if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by its representatives or that of a Buyer, during the disposal process or the execution of that Contract.