STANDARD BIDDING DOCUMENT FOR DISPOSAL OF EAC CASSOA ASSETS

Subject of Disposal: PUBLIC BIDDING

Disposal Reference Number: CAS/DISP/002/2020-2021

Disposal Method: PUBLIC BIDDING

Date of Issue: 23RD April 2021
Standard Bidding Document

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PART1: Bidding Procedures
Instructions to Bidders

Disposal Reference Number: CAS/DISP/002/2020-2021
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 equipment’s described in Part 2, Description of Assets.

This disposal process will be conducted in accordance with the sale through Public Bidding methodology.

Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

Limitation to Purchase:
There is no limitation whatsoever to anybody for purchase of the said Office equipment’s.

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 will bid for items of their interest

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

The Bid Notice/Public Invitation Notice is part of the Bidding Document. (In the case of public bidding).

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 addenda. Addenda will be issued in writing to all Bidders who obtained the Bidding Document directly from the Procurement Unit.

Clarification of Bidding Document:
Any queries regarding this Bidding Document should be addressed to the Procurement Unit in writing at the following address and no later than the date indicated below.

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

Email: procurement@cassoa.org

Deadline: Friday 7th May 2021 at 11.00am
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 Office equipment prior to preparing Bids.

Date(s) for inspection: 28th -30th April and 3rd to 4th May 2021
Time(s) for inspection: 9:00am – 5:00pm (local time).
Place of Inspection: CASSOA Conference room

Documents Comprising the Bid:
You are requested to Bid for the said Office equipment(s) by completing, signing and returning:

1. the Bid Submission Sheet in this Part;
2. the List of Assets and Price Schedule in Part 2, with prices completed for all items for which you are bidding for;(Signed)
3. Signed ethical code of conduct

The standard forms in this Bidding Document may be retyped for completion.

Bid Validity:
The Bid submitted shall be valid for the period of 90 calendar days from 7th/05/2021.

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

Bid Security/Bid Securing Declaration:
A Bid Securing Declaration form will be required for this bid.

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.

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: 7th/05/2021.
Time of deadline: 11:00am.
Address: BID BOX with the address below
EAC CASSOA
Plot 41/43 Circular Road,
P.O. Box 873,
Entebbe, UGANDA.

Submission of Electronic Quotations: Not Acceptable.

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

E. EVALUATION OF BIDS

Evaluation of Bids:
The evaluation of Bids shall be based on price only. The bidder shall be expected to submit the highlighted documents for evaluation as follows: Bid submission sheet, signed ethical code of conduct, and List of Assets and price schedule

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 Uganda Shillings. 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 Office furniture and office equipment’s within the period specified in the Agreement.

Right to Review:
Bidders may seek an Administrative Review by the Accounting Officer in accordance with the EAC CASSOA’s Policy if they are aggrieved with the decision taken by the management.
**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>
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<tr>
<td>Disposal Reference Number:</td>
<td></td>
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<tr>
<td>Subject of Disposal:</td>
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</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:**

<table>
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<th>Signature:</th>
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<tr>
<td>Name:</td>
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<tr>
<td>Date:</td>
<td>(DD/MM/YY)</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Tel No:</td>
<td></td>
</tr>
</tbody>
</table>
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; or utter false documents.
   (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/0002/2020-2021

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)-ATTACHED AS ANNEX 1
List of Assets and Price Schedule

Disposal Reference Number: CAS/DISP/002/2020-2021

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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</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 CASOA______________.

The official to contact to arrange collection of the Assets is FRED OKAE/ EPHRAIM MAEDA.

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 CASOA)

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 a week of the date of the Agreement. EAC CASSOA shall issue a receipt for the payment. Payment shall be made by any method acceptable to EAC CASSOA and shall be considered to have been made on the date that it is credited to EAC CASSOA’s account/or on the day its received by accounts office. EAC CASSOA may terminate this Contract if the Buyer has failed to pay the full Contract Price within one week of the due date for payment.

4. Transfer of Assets
The location of the Assets is as 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 one week 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.
<table>
<thead>
<tr>
<th>No</th>
<th>Asset Code</th>
<th>Asset Description</th>
<th>Purchase Date</th>
<th>Reason for disposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CAS/CE/003/07</td>
<td>APC 650VA SMART UPS</td>
<td>29.06.2007</td>
<td>Broken irreparable and faulty batteries</td>
</tr>
<tr>
<td>2</td>
<td>CAS/CE/006/07</td>
<td>HP LASERJET 3050 ALL IN ONE</td>
<td>29.06.2007</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>3</td>
<td>CAS/CE/007/07</td>
<td>APC 650VA SMART UPS</td>
<td>29.06.2007</td>
<td>Broken irreparable and faulty batteries</td>
</tr>
<tr>
<td>4</td>
<td>CAS/CE/008/07</td>
<td>DELL OPTIPLEX GX745 COMPUTER</td>
<td>29.06.2007</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>5</td>
<td>CAS/CE/009/07</td>
<td>HP LASERJET P2015 PRINTER</td>
<td>29.06.2007</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>6</td>
<td>CAS/CE/016/08</td>
<td>HP BUSINESS INKJET 1200d</td>
<td>13.05.2008</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>7</td>
<td>CAS/CE/029/10</td>
<td>HP SCANJET 2410 SCANNER</td>
<td>07.07.2010</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>8</td>
<td>CAS/CE/037/10</td>
<td>HP LASERJET M1522 ALL IN ONE PRINTER</td>
<td>07.12.2010</td>
<td>Obsolete and slow</td>
</tr>
<tr>
<td>9</td>
<td>CAS/CE/044/11</td>
<td>EPSON LQ590 DOT MATRIX PRINTER</td>
<td>09.06.2011</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>10</td>
<td>CAS/CE/046/12</td>
<td>DELL LCD PROJECTOR 1510X</td>
<td>23.01.2012</td>
<td>Obsolete and slow</td>
</tr>
<tr>
<td>11</td>
<td>CAS/CE/069/15</td>
<td>LENOVO X240 LAPTOP</td>
<td>02.04.2015</td>
<td>Obsolete and slow</td>
</tr>
<tr>
<td>12</td>
<td>CAS/OF/048/10</td>
<td>EXECUTIVE CHAIR</td>
<td>04/06/2010</td>
<td>Peeled leather cover and disfunction joint</td>
</tr>
<tr>
<td>13</td>
<td>CAS/OF/056/10</td>
<td>RECEPTIONIST CHAIR</td>
<td>04/06/2010</td>
<td>Broken and worn out</td>
</tr>
<tr>
<td>14</td>
<td>CAS/OF/060/10</td>
<td>EXECUTIVE CHAIR</td>
<td>04/06/2010</td>
<td>Peeled leather cover and disfunction joint</td>
</tr>
<tr>
<td>15</td>
<td>CAS/OF/090/10</td>
<td>120CM OFFICE DESKS GREY</td>
<td>04/06/2010</td>
<td>Loose joints and peeling off</td>
</tr>
<tr>
<td>16</td>
<td>CAS/OF/093/10</td>
<td>LOW BACK CHAIRS</td>
<td>04/06/2010</td>
<td>Broken spinner</td>
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<tr>
<td>17</td>
<td>CAS/OF/096/10</td>
<td>160CM OFFICE DESK</td>
<td>04/06/2010</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>18</td>
<td>CAS/OF/105/10</td>
<td>STATIONERY CHAIR</td>
<td>04/06/2010</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td></td>
<td>CAS/OF/143/12</td>
<td>HIGH ROUND COCKTAIL TABLE</td>
<td>03/04/2012</td>
<td>Damaged on top</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>20</td>
<td>CAS/OF/223/13</td>
<td>CONFERENCE CHAIR 332</td>
<td>04/04/2013</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>21</td>
<td>CAS/OF/227/13</td>
<td>CONFERENCE CHAIR 332</td>
<td>04/04/2013</td>
<td>Broken seat</td>
</tr>
<tr>
<td>22</td>
<td>CAS/OF/242/12</td>
<td>CONFERENCE TABLE</td>
<td>29/10/2012</td>
<td>Broken and irreparable</td>
</tr>
<tr>
<td>23</td>
<td>CAS/OF/302/19</td>
<td>OFFICE HIGH BACK MESH CHAIR</td>
<td>01/02/2019</td>
<td>Broken rollers</td>
</tr>
<tr>
<td>24</td>
<td>CAS/TE/001/10</td>
<td>VSAT EQUIPMENT</td>
<td>04/06/2010</td>
<td>Obsolete and slow</td>
</tr>
<tr>
<td>25</td>
<td>CAS/TE/002/10</td>
<td>CISCO NETWORK FIREWALL</td>
<td>30/06/2010</td>
<td>Obsolete and slow</td>
</tr>
<tr>
<td>26</td>
<td>CAS/OF/264/15</td>
<td>Low Back Mesh Chair</td>
<td>27/03/2015</td>
<td>Broken, not in use</td>
</tr>
</tbody>
</table>