



**Crown Agents' Reference: CA/109640D/0005/001**

**Date: 9th April 2020**

Dear Sirs/Madam,

**INVITATION TO BID ("ITB") FOR THE SUPPLY OF  
MOTORCYCLES AND HELMETS**

**BID CLOSING DATE  
23RD APRIL 2020**

**AT  
CROWN AGENTS  
LONDON, UK**

Crown Agents Limited ("Crown Agents") acting as agents for and on behalf of their Principal, Development Alternatives Inc (DAI), request you to submit a quotation for the Goods specified in the attached Form of Offer at Appendix C.

The Goods are for use in Uganda by Expanding Social Protection Programme Phase II (ESP II) ("the End-User").

**Bid Submission**

Bidders should read these instructions carefully before completing the bid documentation. The bid must include each of the following documents identified below, fully completed by the bidder together with any supporting literature required by the relevant document. The documents marked (Appendix) are provided as appendices to this document. The remaining documents are available from the Supplier Downloads – Own Account Procurement pages on our website <https://www.crownagents.com/procurement-notice/own-account-supplier-information-downloads/> and it is the bidder's responsibility to ensure that copies of these documents are downloaded for inclusion in the bid.

Failure to comply with any of the instructions concerning completion and submission of its bid may render (at Crown Agents absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

- **Schedule of Goods** (Appendix B)
- **Form of Bid** (Appendix C)
- **Bid Specification and Statement of Compliance** (Appendix D)
- **Business Partner Questionnaire** (download)
- **Shipping Specification** (download)
- **Bid Security** (download)

The form of Contract as attached at Appendix E to this ITB identifies the documents that shall be incorporated within any resulting contract and are available from the Supplier Downloads – Own Account Procurement pages on our website <https://www.crownagents.com/procurement-notice/own-account-supplier-information-downloads/>.

These documents will include but not be limited to the **General Conditions of Contract for the Purchase of Goods (2013)** (“the Contract Conditions”) in addition to the Special Conditions of Contract (“the Special Contract Conditions”) as attached at Appendix E. In the event of any conflict between the Contract Conditions and the Special Contract Conditions, the latter shall prevail.

- **General Conditions of Contract for the Purchase of Goods (2013)**
- **Advance Payment Guarantee (excluding Services)**
- **Signed Receipt Note**

The **Business Partner Questionnaire** available as a download is required to establish the bidder’s capability to perform any subsequent Contract. Complete all sections and attach a copy of the previous two years audited annual report and accounts. Failure to provide such information may result in the bid not being considered.

The **Shipping Specification Form** available as a download must be completed in full for assessing freight costs. Crown Agents reserve the right to seek alternative freight quotes and where a more competitive freight quote is received to contract on FCA terms.

**Bids must comply with the following conditions:**

Bids are sought on a competitive basis and all prices are subjected to detailed scrutiny and may be subject to negotiation.

The bid as well as all correspondence and documents relating to the bid, between the bidder and Crown Agents, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language but they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the bid, the translation shall govern.

All bids, including annexes and all supporting documents must be submitted by e-mail.

**Electronic Submissions**

Please send all documents required by the ITB in a non-editable format to Gareth Love [gareth.love@crownagents.co.uk](mailto:gareth.love@crownagents.co.uk) by the Bid Closing Date. Failure to submit a bid in a non-editable format may (at Crown Agents absolute discretion) result in the rejection of your bid.

The electronic message subject header must contain the reference **CA/109640D/0005/001** and **“Not to be opened before the bid closing date 23rd April 2020.”**

It is the responsibility of the bidder to ensure that the correct reference and closing date are included on the electronic message header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details.

**Deadline for bid submissions**

**All bids, whether submitted electronically must be received by 23rd April 2020 (UK time). Any bid not sent to the correct address and/or received late will be rejected.**

If a bid is sent by e-mail, the bid will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of the e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder’s computer.

All incoming emails to Crown Agents are virus scanned prior to acceptance into the destination mail box. Any email containing a virus will therefore not reach the destination mail box meaning that the bid has not been received by Crown Agents.

Crown Agents does not accept responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions.

Any additional costs incurred by Crown Agents, their Principal or the End-User which result from any inaccuracies or any declarations in respect of the Goods or the bidder's failure to conform with the requirements of a resulting Contract will be charged to the bidder.

**ITB Acknowledgement and Intention to Submit a Bid**

Upon receipt of this ITB, bidders are requested to send an acknowledgement by e-mail to Gareth Love, [gareth.love@crownagents.co.uk](mailto:gareth.love@crownagents.co.uk) , Crown Agents confirming receipt.

Bidders are requested to notify the undersigned in writing of their intention to submit a bid no later than 15<sup>th</sup> April 2020. Where applicable, such notification should state the reason(s) for the bidder declining this opportunity to submit a bid.

**General**

Bidders must certify in the Form of Bid at Appendix C that any statement made in their Business Partner Questionnaire submission remains true and accurate in all material aspects or should declare any changes to their Business Partner Questionnaire submission.

It is not permissible to transfer this Invitation to Bid to another natural or legal person.

Any questions which you may have in relation to this Invitation to Bid must be raised in accordance with the instructions contained in the [Clarification of bidding documents paragraph] of the Instructions to Bidders.

Yours faithfully



**Gareth Love**

**Procurement Specialist**

Email: [gareth.love@crownagents.co.uk](mailto:gareth.love@crownagents.co.uk)

## INSTRUCTIONS TO BIDDERS

**About the Programme**

The Expanding Social Protection Programme Phase II (ESP II) delivers unconditional monthly cash transfers to people over the age of 80 across Uganda. With funding from the U.K. Department for International Development, IrishAid and Government of Uganda, as of 2019, ESP II was delivering senior citizen grants in 61 districts of Uganda. In November 2018, Parliament and Cabinet committed to national rollout of the grants in all 135 districts of Uganda by 2021.

Under ESP II, DAI manages a Fund Management Team, hosted by the ESP Programme Management Unit of the Ministry of Gender Labour and Social Development. DAI manages donor partner funds and provides technical and capacity development assistance to Government of Uganda to enable effective implementation of the programme nationally. DAI is also tasked with catalysing formation of a coherent and comprehensive social protection system in Uganda beyond the grant programme.

DAI has appointed Crown Agents as their procurement agent to undertake the procurement and logistics of items to be purchased.

**Funding:** It is intended that funds in respect of any contract awarded as a result of this Request for Quotation will be deposited by the Principal prior to contract placement, in an account with Crown Agents nominated bank. In preparing the quote the bidder should take into account the fact that funds to meet the costs of the Contract will be held in freely convertible currency by a U.K. bank.

**Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, Crown Agents, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may (at its absolute discretion) modify the bidding documents in any way.

All bidders will be notified of the amendment in writing, and the amendment will be binding on them.

In order to allow bidders reasonable time in which to take the amendment into account in preparing their bids, Crown Agents (at its discretion) may extend the deadline for the submission of bids.

**Currency:** Unless otherwise indicated prices should be quoted in **Pound Sterling (GBP)**. Please ensure that the currency is clearly stated.

Any resultant Contract will be placed in GBP. **The bidder shall not be permitted to amend the currency of the bid once the bid has been submitted.**

**Local Agents:** Please advise the full name, address, telephone and fax numbers plus email address of the local agent in Uganda and provide details of their involvement in servicing, repair or supply of spare parts. Indicate their ability to deal with any warranty claims concerning the Goods. If there is no local agent in Uganda, please provide details of how after sales service will be offered, including requests for spare parts and claims under the warranty.

**Liquidated Damages:** The bidder's attention is drawn to Clause 15 of the Contract Conditions.

**Guarantee:** The bidder's attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

**Request for Third Party Payment:** If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder's attention is drawn to the provisions of Clauses 20.6 of the Contract Conditions.

**Evaluation:** Bid responses will be evaluated as follows:-

- Evaluated bid price;
- Technical compliance;
- The delivery period;
- Availability of local agent in-country;
- Satisfactory passing of the bidder's company by our Due Diligence officer upon review of the completed Crown Agents' Ethical Code for Business Partners.

**Bidders shall not be permitted to correct or withdraw material deviations or reservations once bids have been opened, the exception being arithmetical errors identified by Crown Agents during evaluation and following clarification, such arithmetical errors shall be adjusted at line item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.**

**Clarification of bids:** During evaluation of the bids, Crown Agents may, at its sole and absolute discretion, ask the bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITB. The request for clarification and the response shall be in writing.

No bidder shall contact Crown Agents, the Principal or the End-User on any matter relating to its bid, from the time of issue of the ITB, up to the time the contract is awarded, unless instructed to do so by Crown Agents and/or for reasons as stipulated in the ITB. If the bidder wishes to bring additional information to the notice of Crown Agents, it should do so in accordance with the Clarification of Bidding Documents clause of these Instructions to Bidder.

Without prejudice to any other remedies (whether civil or criminal), any effort by a bidder to influence Crown Agents, the Principal or the End-User in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

**Confidentiality:** Subject to the paragraph below, the contents of this ITB are being made available by Crown Agents on condition that the bidder:

- treats the information in the ITB and any related documents ("Information") as confidential, save in so far as they are already in the public domain;
- does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised;
- does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
- does not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the bidder's advisers, sub-contractors or to another person provided that:

- the disclosure is for the sole purpose of enabling a bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the bidder; or
- the bidder obtains the prior written consent of Crown Agents in relation to such disclosure, distribution or passing of Information; or
- the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this competitive bidding exercise or to any contract arising from it; or
- the bidder is legally required to make such a disclosure.

In this paragraph, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

By participating in this competitive bidding exercise, the bidder understands and agrees and shall obtain agreement from all sub-contractors who participate in their bid that Crown Agents is permitted to disclose all information submitted to them as part of the bid to the Principal and the End-User.

**Signing of Contract:** At the same time as Crown Agents notifies the successful bidder that its bid has been accepted, Crown Agents shall endeavour to send the successful bidder the Contract in the format provided at Appendix D, incorporating all agreements between the parties.

As soon as practically possible, but no more than five (5) working days following receipt of the Contract, the successful bidder shall sign and date the Contract and return it to Crown Agents.

**Disclaimers:** The bid process is governed by and construed in accordance with the laws of England.

All material issued in connection with this ITB shall remain the property of Crown Agents and shall be used only for the purpose of this competitive bidding exercise.

Crown Agents shall not be committed to any course of action as a result of:

- issuing an ITB;
- communicating with a bidder or a bidder's representatives or agents in respect of this procurement; or
- any other communication between Crown Agents and any other party.

Bidders shall accept and acknowledge that by issuing this ITB Crown Agents' shall not be bound to accept any bid and reserves the right not to award the Contract for some or all of the Goods for which bids are invited.

No information contained in this ITB, or in any communication made between Crown Agents and any bidder in connection with this ITB, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this competitive bidding exercise. Crown Agents reserves the right, to change without notice the basis of, or the procedures for, the competitive bidding exercise or to terminate the competitive bidding exercise at any time.

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bid and all other stages of the selection and evaluation process. Under no circumstances will Crown Agents, the Principal, or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this competitive bidding exercise.

Crown Agents reserves the right to reject bids which are not submitted in accordance with the instructions given including but not limited to where a bidder:

- submits its bid after the deadline for bid submissions;
- provides a bid that is incomplete, fails to provide any of the required information (including but not limited to any financial information requested in any of the appendices of this ITB) or not in the specified format (including but not limited to providing all the required responses in the Bid Specification and Statement of Compliance or prices and associated information requested in the Schedule of Goods);

- makes or assumes any amendments or qualifications to this ITB and/or any of its supporting documents (including but not limited to amending or qualifying the Form of Bid or Bid Specification and Statement of Compliance); or
- fails to comply fully with the requirements of the award process set out in this ITB or is guilty of a serious misrepresentation in supplying any information required in this ITB [or in its response to the Supplier Data Record].

Crown Agents reserves the right to change without notice the procedure for awarding the Contract, to reject any or all bids, to stop the competitive bidding exercise and not award the Contract (in whole or in part) at any time without any liability on its part. Nothing in this competitive bidding exercise is intended to form any express or implied contractual relationship between the parties unless and until the Contract is executed by both parties. Crown Agents nor the Principal are not liable for any costs resulting from cancellation of this competitive bidding exercise nor any costs incurred by bidders taking part in it.

Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the bidder to inform Crown Agents detailing the conflict in writing. Crown Agents will be a final arbiter on cases of potential conflicts of interest. A failure to notify Crown Agents of any potential conflict of interest will invalidate any verbal or written agreement.

Crown Agents reserves the right to disqualify any bidder whose circumstances change to the extent that the bidder makes material changes to any aspect of its response to any matter raised during the competitive bidding exercise. Where a bidder becomes aware during this process of a change in circumstances or information supplied, it should notify Crown Agents of this immediately.

This ITB is made available in good faith. Neither Crown Agents, the Principal nor their advisers, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITB; or
- accepts any responsibility for the information contained in the ITB or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication;

and are therefore expressly disclaimed by Crown Agents, the Principal and their advisers, directors, officers, members, partners, employees, other staff or agents.

Any persons considering making a decision to enter into contractual relationships with Crown Agents following receipt of the ITB should make their own investigations and their own independent assessment of Crown Agents and its requirements for the Goods and should seek their own professional financial and legal advice.

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of bids.

- Crown Agents shall be under no obligation to accept the lowest or any bid.

Bidders must be explicit and comprehensive in their responses to this ITB as this will be the single source of information on which responses will be scored save for any further information or advice sought by Crown Agents in accordance with the Clarification of bids paragraph above. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown

Agents nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITB is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a bidder to submit a bid or enter into the Contract or any other contractual agreement.

Crown Agents relies on a bidder's own analysis and review of information provided. Consequently, bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the competitive bidding exercise.

Participation in the bidding process shall be treated by Crown Agents as acceptance by the bidder of all the terms and conditions contained in this ITB (or any other statement that may be issued by Crown Agents to bidders from time to time) relating to the conduct of this competitive bidding exercise (including any subsequent award of a contract).

**Collusive Behaviour:** A bidder must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):

- fix or adjust any element of the bid by agreement or arrangement with any other person; or
- communicate with any person other than Crown Agents the value, price or rates set out in the bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person; or
- enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a bid; or
- share, permit or disclose to another person, access to any information relating to the bid (or another bid to which it is party) with any other person; or
- enter into any agreement or arrangement with any other person as to the amount of any bid submitted; or
- offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any other bid or proposed bid, any act or omission except where such prohibited acts are undertaken with persons who are also participants in the bidder's bid, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the bid or obtain any necessary security.

If a bidder breaches these Collusive Behaviour requirements, Crown Agents will (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the competitive bidding exercise.

Crown Agents will require the bidder to put in place any procedures or undertake any such action(s) that Crown Agents in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.



In this Collusive Behaviour section the word “person” includes any person, body or association, corporate or incorporate and the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

## SCHEDULE OF GOODS

Crown Agent's Reference: CA/109640D/0005/001

Bidder's Reference: .....

Currency: Great British Sterling

Enter on the Schedule of Goods against each item, the price, primary trade packed. Insert the total price at the foot of the schedule. Where the bid prices are contingent upon all items being ordered together, then this must be clearly stated.

Item No.	Item Description	Qty	Unit of Measure	Unit Price	Extended Price
1	<p><u>Motorcycles – On and Off-Road motorcycles – Kickstarter, Single Cylinder.</u>            Make: Honda.            Model: XL125.            The motorcycles must be suitable for use in Uganda and compliant with road regulations.            Colour: Please confirm colours available.</p> <p>Motorcycles must be brand new.</p> <p>Please complete Appendix D 'Bid Specification and Statement of Compliance' document and also provide your own full technical specification for the motorcycle.</p>	135	Unit		
2	<p><u>Motorcycle Helmets.</u>            The helmets must be fully compliant with Ugandan safety standards and legal for use on the roads within this country.</p> <p>Sizes: 30 no. Medium, 90 no. Large and 15 no. X-large.</p> <p>Please quote for the two different type of helmets indicated below so the client can decide their preference.</p> <p>Please provide full technical specification for the helmets that you offer.</p> <p>Both types of helmets must be brand new.</p> <p>Please confirm the colour available to order.</p>				
2a	Option A - Flip Up Helmet.	135	Units		
2b	Option B - Open Face Helmet with half visor.	135	Units		

**Total Price Primary Trade Packed** \_\_\_\_\_

## FORM OF BID

To:- Crown Agents Limited 110 Southwark Street London SE1 0SU	<b>Crown Agents Reference:</b> <b>Bidders Reference:</b> <b>Bid Closing Date:</b> <b>Currency:</b>	<b>CA/109640D/0005/001</b>  23rd April 2020
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1. Having examined the Invitation to Bid and being fully satisfied in all respects with the requirements of the ITB, we hereby offer to provide the Goods as specified in Appendices B-1 of the bid for the prices set out in this Appendix C-1, Form of Bid and in accordance with the provisions of the Contract.
2. We confirm that we have downloaded and read the documents from Crown Agents website which are incorporated by reference and we accept that any resultant Contract will be subject to the Contract including the Conditions of Contract, Special Conditions of Contract and such other provisions as have been specified in the ITB.
3. We confirm that the Goods offered fully meet the required specification detailed in the ITB.
4. We confirm that we will treat all information supplied by Crown Agents as confidential in accordance with the provisions of this ITB.
5. Prices

PRICING SUMMARY	PRICES Great British Pounds
Total Price primary trade packed	
Less Crown Agents Discount ( State Percentage)	
Total net price of Goods primary trade packed (ExWorks)	
Cost for export packing and delivery	
Total packed and delivered FCA..... [Supplier's Premises or Sea Port]	
Haulage/Terminal Handling Costs	
Cost for Air/Sea/Land freight transportation (if applicable)	
Cost for Insurance (if applicable)	
<b>TOTAL BID PRICE DAP Expanding Social Protection Programme, Ministry of Gender, Labour &amp; Social Development, Plot 9 Lourdel Road, NAKASERO, P.O. Box 28240, Kampala, Uganda [Custom Cleared, Insured and Unloaded] Incoterms® 2010 (if quoting for freight).</b>	
<b>TOTAL BID PRICE IN FIGURES:</b>	
<b>TOTAL BID PRICE IN WORDS:</b>	

The total bid price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.

Please complete the table below:-

<b>Delivery:</b>	Please state the Ex-Works location address for collection of the goods:	
	Provided you are quoting for freight delivery to Uganda, please ensure that the 'Application for shipping instructions' have been completed and returned as part of your bid.	
<b>Delivery period:</b>	Please state the delivery period to Ex-Works/FCA from receipt of an award of Contract i.e. number of weeks. <b>Bidders are advised that this period will be used for bid evaluation purposes.</b>	
	Please state the delivery period to DAP named destination will be how many weeks from receipt of an award of Contract i.e. number of weeks. <b>Bidders are advised that this period will be used for bid evaluation purposes.</b>	
<b>Payment:</b>	Please confirm you accept payment by Swift in the resulting Export Contract as explained within page 8 of this document:	
	VAT charges: Please confirm that in the event of award of contract, your resulting invoice will exclude any VAT charges (for Goods to be imported into Uganda upon award of Contract):	
<b>Warranty:</b>	Please clearly state the full warranty period for the goods including the start date with duration of time. Please state what the warranty will cover and whether any components are excluded under the warranty:	
	Local agent: Please state the name of the local agent that will complete the repair of the goods/servicing:	

Bidders are advised that if a Contract is awarded on any other delivery term, where applicable, a suitable amendment will be made to the contractual delivery period.

We ..... confirm that this bid is valid for acceptance for 30 days from 23rd April 2020.

Bidders are advised that a bid valid for a shorter period will be rejected. In exceptional circumstances Crown Agents may request the bidders' consent to an extension of the period of validity. The request and the responses shall be made in writing.

**VAT charges (for Goods to be imported into Uganda upon award of Contract):** Crown Agents are acting as agents for and on behalf of their Principal, Development Alternatives Inc, therefore the goods listed above are destined for use in Uganda by Expanding Social Protection Programme Phase II (ESP II) (End-User).

As these goods are being exported to Uganda and will be fully owned by the End-User (Crown Agents will not own the goods during transit), any VAT charges within your country of dispatch are not applicable under the resulting Export Contract. Please ensure that prices entered within the 'Form of Bid' document above are fully exclusive of any VAT charges.

Should inspection be required, the location for the inspection of the Goods will be: .....

We ..... agree adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

If the bidder is not the manufacturer of the Goods the bid must clearly state the name and full address/es of the manufacturer/s and provide evidence of their authority for the bidder to submit a bid.

.....  
Authorised Signature  
Company Name and Address

.....  
Name in Capitals  
Company Registration Number:  
Company VAT Number:  
Telephone Number:  
Facsimile No  
Email

.....  
Position

## BID SPECIFICATION AND STATEMENT OF COMPLIANCE

Crown Agents' Reference: CA/109640D/0005/001

Bidder's Reference:

Complete the Statement of Compliance relating to the Bid Specification. To facilitate evaluation, where your bid does not comply, indicate the differences clearly.

Motorcycle	DETAILED SPECIFICATION	STATEMENT of COMPLIANCE
		i.e. Comply/Non Comply
Product	Brand New; unused, On and Off-Road motorcycles	
Country of Origin/Manufacture		
Make/ model	Honda XL125	
Year of manufacture	< 2020	
Engine	4 stroke, 1 cylinder air cooled, displacement not exceeding 125cc.	
Power	Minimum: 8.4 kW/8,250 rpm	
Fuel	Petrol	
Fuel Tank Capacity	12 Ltrs	
Starter	Kick starter/electric	
Ignition	DC-CDI Battery	
Electricals	All legal lighting	
Transmission	Gear box and drive train: Minimum 5 speed, Manual, constant mesh through roller chain	
Instruments	Odometer, in Km/hr and tachometer	
Suspension	Front: Telescopic Fork, 159mm Axle Travel Rear: High Density Rear Shock Tube, 148mm Axle Travel	
Ground clearance:	Minimum 260 mm	
Brakes	Front and rear drum or disc	

Tyres	Front 70/100-21 steel rims with spokes, Rear 100/90-18 steel rims wire spokes (or equivalent) with off road pattern	
	Front Guard Fender designed for off Road conditions	
Carrying Capacity	To seat two persons (Rider + Passenger) with a rear carrier	
Accessories	Helmet – either option a – Flip Up Helmet or option b – Open face helmet with half visor.	
	Manufacturer recommended tool kit	
	Owner’s Manual - official published technical brochures for the standard production model	

**Bidders to indicate “Comply” or “Not Comply” and comment as appropriate. Where information is presented in the specification, the comment should be “Noted and Understood”. In the event of electronic bidding by e-mail or by means of scanning, the specification shall not be altered in any way. Any deviation to specification should be stated and if necessary, fully explained as a comment in the compliance column without making any changes to the specification. Any changes to the specification may invalidate the Bid. Failure to complete this Statement of Compliance may result in the bid being rejected.**

CROWN AGENTS REFERENCE: CA/109640D/0005/001

**DRAFT CONTRACT**

**CROWN AGENTS LIMITED**

**ACTING AS AGENTS FOR AND ON BEHALF OF DEVELOPMENT ALTERNATIVES INC (DAI)**

and

[\_\_\_\_\_]

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**CONTRACT FOR THE PROVISION OF MOTORCYCLES AND HELMETS**

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**CONTRACT**

**THIS CONTRACT** ("Contract") is entered into this day of \_\_\_\_\_, 201\_\_\_\_, by and between Crown Agents Limited of 7<sup>th</sup> Floor, Blue Fin Building, 110 Southwark Street, London, SE1 0SU ("Crown Agents") acting as an agent for and on behalf of their Principal, Development Alternatives Inc. (DAI) ("the Principal") of the one part and (name Supplier) of the other part having its registered office located at (enter full Supplier address)(" the Supplier").

**WHEREAS**

Crown Agents issued an Invitation to Bid ("ITB") under reference 'CA/109640D/0005/001' dated 9th April for the provision of goods, Motorcycles and Helmets(hereinafter called "the Goods") to be supplied to Expanding Social Protection Programme Phase II ("the End-User");

The Supplier submitted its bid dated..... reference ..... in response to the ITB ("the Bid");

Crown Agents has accepted the Bid from the Supplier for the supply of those Goods in the sum of ..... [contract price in words and figures] ("the Contract Price").

The Goods are to be delivered by [air/sea/road/rail] on the following Incoterm **State Incoterm and destination(s) [insured and unloaded]** Incoterms® 2020

The Goods shall be delivered and Crown Agents shall have received the documentation required under the Contract by: **state delivery schedule reflecting any multiple consignments.**

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract:
  - this Contract and the Appendices attached to it;
  - The General Contract Conditions;
  - The completed Due Diligence Questionnaire/Business Partner Questionnaire together with all supporting documents dated [enter date];
  - The Invitation to Bid;
  - The Form of Bid.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. The following documents which are incorporated by reference into the Contract are available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

Signed Receipt Note (if applicable)  
Inspection Advice Note (if applicable)  
Application for Shipping Instructions (if applicable)  
Application for Air Despatch Instructions (if applicable)

5. The Supplier shall provide a signed copy of the Contract to Crown Agents within five (5) working days of signature of the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

For and on behalf of Crown Agents  
acting on behalf of the Principal

For and on behalf of the Supplier

Signed by \_\_\_\_\_  
Duly Authorised

Signed by \_\_\_\_\_  
Duly Authorised

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract will apply to the Contract:

**Incoterms:** All reference to trade terms shall be interpreted in accordance with Incoterms® 2010 except as may be amended by the terms of the Contract.

**Taxes and Duties:** The Contract Price must be exclusive of all taxes and duties.

**Anti-Bribery:** The Supplier agrees to adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

**Child Protection:** Crown Agents believes that everyone has a role in the safeguarding of children and promoting their welfare whether or not they are in direct contact with children. Crown Agents will seek the support and cooperation of the Supplier in the implementation of its Child Protection Policy and will monitor their compliance with it.

The Supplier should note the requirements to adhere at all times to the Child Protection Code of Conduct, available on Crown Agents website.

**Force Majeure:**

For the purposes of the Contract, a Force Majeure event as detailed within clause 17 of the Contract Conditions means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

Non-performance or delay by a sub-contractor shall not constitute a force majeure event.

The remaining provisions of clause 17 of the Contract Conditions remain unchanged.

## OTHER REQUIREMENTS

Only applicable to DAP contracts: **Clearance of Goods, unloading and delivery:** In addition to the Supplier's contractual responsibilities under the stated Incoterm, the Supplier will be wholly responsible, at their risk and cost, for unloading the Goods at the named place of delivery and if the Goods are delivered by container, for de-stuffing the container(s) and removing the empty container(s) from the named place of delivery. On delivery of the Goods to the [Consignee/End-User] the Supplier will be responsible for obtaining a Signed Receipt Note in the form required confirming that delivery and unloading [and removal of empty containers] has been completed satisfactorily.

**Insurance (if applicable):** Include the cost of insurance in accordance with clauses 10.6 and 13.2 (c) of the Contract Conditions. The insurance should be taken out on a warehouse to warehouse basis. All insurances must be taken out in the currency of the contract.

For CIF/CIP Incoterms only: The insurance cover should be taken out with the Principal named as the Beneficiary and Crown Agents as the loss payee.

For DAT/DAP Incoterms only: The insurance cover should be taken out with the Principal named as the Beneficiary and the Supplier named as the loss payee.

**Delivery:** Where shipment is to be made "on wheels", each vehicle is to be delivered in a fully roadworthy or mobile condition.

**Manuals, Parts Lists and Keys:** To be despatched with each vehicle are:

- one copy of the drivers/operators manual (Hard copy or CD Rom)
- two sets of keys.

**Packing of Tools, Accessories etc.:** The standard tool kit for the vehicle (including detached parts, ancillary equipment, special tools, accessories, literature etc.) is to be packed, sealed and secured to the vehicle.

If a separate case is used it should be clearly marked with the chassis number of the vehicle it is attached to and the complete shipping mark/delivery address. 2 copies of the packing list of all the items must be provided and distributed in accordance with the above instructions for Distribution of Documents.

**Delivery Drivers Responsibilities:** On delivery, the delivery driver is to ensure the keys for the vehicles are handed over to the person responsible for signing the receipt of the vehicle and ensure that a record of the key and key numbers is included in the despatch documentation.

**Fuel:** The fuel tank should contain only sufficient fuel for the vehicle to be loaded and unloaded at the destination in shipping mark/delivery address.

**Shipping Specification:** Any additional costs incurred by Crown Agents, the Principal or the End-User, which result from any inaccuracies in the Shipping Specification or failure to conform with the requirements of the Contract, will be payable by the Supplier.

**Shipment:** When the vehicles are available for shipment, please notify Gareth Love/Tim Runacre/Julija Strelnikova/Jane Phelan advising details of the chassis and engine numbers. Delivery instructions will then be issued to you by our freight forwarder. You must await these instructions before arranging dispatch. The vehicles remain at your cost and at your risk until delivery has been made to the nominated carrier at the place indicated.

**Packing for Shipment/Transportation and Storage:** Packages should be marked by stencil or otherwise apply the Shipping Mark/Air freight/Overland address as large as is practicable and exactly as shown, including the gross weight in kilograms and the package number, to 2 adjacent faces of each package. Add (in English) any special handling, stowage, or storage instructions. Attach metal labels securely to loose or bundled items. Show both weights and dimensions in metric units.

<b>End-User's address:</b>	<b>Notify Party:</b>
Expanding Social Protection Programme Ministry of Gender, Labour & Social Development Plot 9 Lourdel Road NAKASERO P.O. Box 28240, Kampala Uganda	Andrew Agonya P'Lagony ESPP Plot 9 Lourdel Road Nakasero, Kampala Uganda  Mobile:+256 752 96 5555 Email: <a href="mailto:Andrew.Agonyaplagony@socialprotection.go.ug">Andrew.Agonyaplagony@socialprotection.go.ug</a>

**Goods Requiring Special Handling:** It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. It is imperative therefore that not only Goods requiring special stowage including refrigeration but also Goods which may be affected by storage under non-ideal conditions, are notified to Crown Agents before despatch.

**Dangerous Goods:** Dangerous Goods must be declared, labelled and packed in accordance with the appropriate current international regulations. The Supplier will be responsible for providing and signing a Dangerous Goods Note or Shipper's Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

**Invoices:** The Supplier will be required to prepare a separate signed original invoice and signed copies for each consignment. Item numbers, descriptions and sequence must match those in the Contract. The invoice must show Crown Agents' reference (*to be advised on award of Contract*) and the Indent No (*to be advised on award of Contract*) and Batch numbers of all items supplied, where applicable. If possible packing details should be shown on the invoice; if separate, packing lists must give full details including package numbers. Invoices for distribution must be signed in ink (not facsimile) on each copy. The Supplier will be responsible for placing inside each package with the Goods either one copy of the invoice if it contains full packing details or one copy of the packing list for that case.

#### **Country Specific Clause(s) for Uganda:**

**Bill of Lading (for Goods to be imported into Uganda upon award of Contract):** The Supplier will be responsible for obtaining for distribution the required number of original and non-negotiable copies of a clean shipped on board Bill of Lading (B/L) marked "Freight Paid" consigning the Goods to the consignee shown above. The Supplier must not keep any original copies. The mark shown on the B/L must be identical in all respects to that on the case and in the Contract. Bills must **not** be taken out "to order" unless otherwise instructed by Crown Agents. A FIATA B/L is acceptable only if prior written agreement has been given by Crown Agents.

**Commercial Invoices:** There is no special format for the invoice but ensure it gives particulars of: net and gross weights, Ex-work cost, FCA value, freight, insurance and other charges (if known). The invoice should be address to the following:-

Expanding Social Protection Programme  
Ministry of Gender, Labour & Social Development  
Plot 9 Lourdel Road

NAKASERO  
P.O. Box 28240, Kampala  
Uganda

The invoice should bear the following declaration with signature by a director, secretary, partner or proprietor:

**"I certify this invoice to be true and correct and in accordance with our books; also that the goods referred to are of.....origin."**

**Packing List:** A packing list is required for customs clearance purposes containing marks, weights and dimensions and content details. It should show description of goods corresponding to the invoice as well as number of packages, individual and total weights and dimensions.

**Certificate of Origin:** Two copies are necessary and should be obtained from an authorised Chamber of Commerce.

**Pre-shipment Inspection (required if client does not have exemption – for Goods to be imported into Uganda upon award of Contract):** Pre-Export Verification of Conformity (PVoC) requirements have been in place in Uganda since 2012 though they now come under the Uganda National Bureau of Standards (Inspection and Clearance of Imports) Regulations 2018. This requires all regulated imports into Uganda to undergo verification and testing in the country of supply or subject to destination inspection checks in order to obtain an import clearance certificate. A list of current regulations can be found on the PVoC page of the Uganda National Bureau of Standards.

- The following goods are exempt from pre-shipment inspection (PSI) and PVoC procedure.
- Goods where the FOB value does not exceed US\$2000.
- Government project specific goods.
- Raw materials that are imported for manufacturing purposes.
- Diplomatic cargo.
- Personal effects.
- Goods that are not covered by compulsory standards.
- Certified goods including those from the EAC partner states.
- Industrial machinery and spare parts not for resale.
- Classified military and police hardware and equipment.
- Goods certified by UNBS under a standards mark.

These checks take place in the country of export and the processing fee is payable by the exporter (the amount depends on whether the exporter is already registered with the testing institute or not). There are three methods (routes of certification) to obtain a Certificate of Conformity.

Route A — occasional exports for unregistered suppliers/products requiring one-off approvals:

- no registration
- testing and inspection
- issuance of Certificate of Conformity.

Route B — frequent exporters for registered suppliers/products with regular shipments to Uganda:

- product registration
- inspection and random testing
- issuance of Certificate of Conformity.

Route C — frequent exporters and high-volume manufacturers for certified products:

- product licensing
- licence review and random testing

- issuance of Certificate of Conformity.

A Certificate of Conformity will subsequently be issued if the goods meet the requirements of the applicable national standards or approved equivalents and technical regulations. The Certificate of Conformity will be mandatory for customs clearance. Any goods subject to PVoC arriving in Uganda without a Certificate of Conformity for PVoC will not be cleared at customs. In certain exceptional circumstances, consignments may be permitted to undergo destination inspection if the importer has applied appropriately to UNBS. In such cases, a penalty of 15% of the Cost, Insurance and Freight (CIF) value of the goods will be charged, in addition to testing and inspection costs. All other expenses incurred at the point of entry are to be borne by the importer.

**Contact:**

- Intertek at Intertek International Ltd, Academy Place, 1–9 Brook Street, Brentwood, Essex CM14 5NQ (tel: 01277 223400, fax: 01277 220127, website: [www.intertek.com](http://www.intertek.com) or use their Uganda contact link at [www.intertek.com/government/product-conformity/exports-to-uganda](http://www.intertek.com/government/product-conformity/exports-to-uganda).
- Bureau Veritas UK, Fifth Floor, 66 Prescott Street, London E1 8HG, tel: 020 7661 0700, website: [www.bureauveritas.co.uk](http://www.bureauveritas.co.uk).
- SGS, 217–221 London Road, Camberley, Surrey GU15 3EY, tel: 01276 697620, website: [www.sgs.co.uk](http://www.sgs.co.uk).

**Application for Shipping Instructions:** For a Contract placed on EXW or FCA terms, the Supplier will be responsible for sending an Application for Shipping Instructions in the format available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads> to Crown Agents, Blue Fin Building, 110 Southwark Street, London, SE1 0SU, United Kingdom. The Supplier shall read carefully and comply with the notes attached to the Application for Shipping Instructions.

**Delivery and Distribution of Documents:** The Supplier will be responsible for delivering the Goods in accordance with the delivery period as stated within the Contract and the Supplier will be responsible for sending the following documents to the relevant parties below.

Electronic versions of documentation will not be acceptable unless prior written agreement has been provided by Crown Agents:

Invoices must be addressed to Crown Agents and the Supplier will be responsible for sending the following documents to the End-User.

**Andrew Agonya P'Lagony, ESPP, Plot 9, Lourdel Road Nakasero, Kampala, Uganda – email address: [Andrew.Agonyaplagony@socialprotection.go.ug](mailto:Andrew.Agonyaplagony@socialprotection.go.ug), Mobile:+256 752 96 5555:-**

- Invoice: original signed invoice and 3 signed copies;
- Packing List: (if not included on invoice) - 4 copies;
- Transport Bill i.e. Bill of Lading: 2 negotiable original and 1 non-negotiable copy (if applicable);
- Road Consignment Note: 1 original and 1 no. copy (if applicable);
- Insurance Certificate: 1 copy (if applicable);
- Certificate of Origin from Chamber of Commerce: 1 no. copy;
- Certificate of Conformity (applicable if client does not have exemption): 1 copy;
- Signed Receipt Note: 1 original.

**The Supplier will be responsible for sending to Crown Agents marked for the attention of Gareth Love (email: [gareth.love@crowngents.co.uk](mailto:gareth.love@crowngents.co.uk))**

- Transport Bill i.e. Bill of Lading: 1 negotiable and 1 non-negotiable copies (if applicable);
- Road Consignment Note: 1 original and 1 no. copy (if applicable);

- Signed Receipt from Crown Agents nominated Freight Forwarders: 1 original (if applicable)
- Invoice: original signed invoice and 2 signed copies;
- Packing List (if not included on invoice): 2 copies
- Insurance Certificate: 1 copy (if applicable)
- Signed Receipt Note in the format provided (from the Consignee or End-User if different from Consignee evidencing delivery; 1 original (if applicable)
- Certificate of Origin from Chamber of Commerce: 1 no. copy;
- Certificate of Conformity (applicable if client does not have exemption): 1 copy;
- Signed Receipt Note: 1 original.

**Payment:** Payment shall be made in accordance with Clause 13 of the Contract Conditions and the timing of the payment shall be to the Supplier within 30 days after receipt by Crown Agents of the Supplier's invoice together with all required documents confirming satisfactory and full delivery of the Goods, as detailed within the Contract.

Payment under the terms of the Contract will be made by SWIFT. The Supplier will be required to provide their bank details in the format detailed below and this submission must be returned with the Supplier's payment documentation. If the Supplier is domiciled in the European Union or requires payment to be made to an account in the European Union, the invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Supplier's payment being processed.

**BANK DETAILS** (to be printed on Supplier's letter headed paper)

- ❖ Account Name (in full) .....
- ❖ Account Number .....
- ❖ Bank Name .....
- ❖ Bank Address .....
- ❖ Bank Sort Code .....
- ❖ SWIFT Code.....
- ❖ IBAN Code.....

**Authorised Signatory**

Sign: .....

Name: .....

Designation: .....

Where applicable, the Supplier shall also state the above details in respect of the correspondent bank of their bank in ..... (enter Country of domicile of payment currency) through which our bankers, Crown Agents Bank, can make payment. The Supplier will be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Supplier will be responsible for advising Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.



Where it has been agreed that part payment of the Contract Price shall be made in advance of delivery the provisions of Clause 13.2 of the Contract Conditions shall apply. Payment shall be made upon receipt by Crown Agents of an Advance Payment Guarantee from a Bank acceptable to Crown Agents **in the format** available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

As part of its risk control management, Crown Agents reserves the right to require that advance payment guarantees be confirmed by a correspondent bank acceptable to Crown Agents. **Bidders should nominate the proposed issuing bank in advance of bidding, so that Crown Agents can decide on the acceptability of the issuing bank. The Supplier should also instruct their bank about the format and content of the guarantee.**

The Advance Payment Guarantee must be addressed to Crown Agents Limited. Failure by the Supplier's bank to address the guarantee exactly as shown in the model format provided by Crown Agents shall result in rejection of the guarantee and amendments will be required by Crown Agents. The Supplier will be responsible for any bank charges incurred as a result of amendments to the requested guarantee.

## SCHEDULE OF GOODS

Crown Agent's Reference: CA/109640D/0005/001

Bidder's Reference: .....

Currency: Great British Sterling

Enter on the Schedule of Goods against each item, the price, primary trade packed. Insert the total price at the foot of the schedule. Where the bid prices are contingent upon all items being ordered together, then this must be clearly stated.

Item No.	Item Description	Qty	Unit of Measure	Unit Price	Extended Price
1	<p><u>Motorcycles – On and Off-Road motorcycles – Kickstarter, Single Cylinder.</u>            Make: Honda.            Model: XL125.            The motorcycles must be suitable for use in Uganda.            Colour: Please confirm colours available.</p> <p>Motorcycles must be brand new.</p> <p>Please complete Appendix D 'Bid Specification and Statement of Compliance' document and also provide your own full technical specification for the motorcycle.</p>	135	Unit		
2	<p><u>Motorcycle Helmets.</u>            The helmets must be fully compliant with Ugandan safety standards and legal for use on the roads within this country.</p> <p>Sizes: 30 no. Medium, 90 no. Large and 15 no. X-large.</p> <p>Please quote for the two different type of helmets indicated below so the client can decide their preference.</p> <p>Please provide full technical specification for the helmets that you offer.</p> <p>Both types of helmets must be brand new.            Please confirm the colour available to order.</p>				
2a	Option A - Flip Up Helmet.	135	Units		
2b	Option B - Open Face Helmet with half visor.	135	Units		

**Total Price Primary Trade Packed** \_\_\_\_\_