

GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>The Supplier shall provide such packing of the Textbooks required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the textbooks' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided.</p>
GCC 24.1	The insurance coverage shall be: 110% and as specified in the Incoterms.
GCC 25.1	<p>Responsibility for transportation of the Textbooks shall be as follows;</p> <p>"The Supplier shall transport the Textbooks to specified schools (project sites) in places of final destination within Uganda. The sites are provided in the distribution schedule. Transport to the selected schools or place of final destination in Uganda, including insurance, storage and labour, as specified in the Contract, shall be a responsibility of the Supplier.</p>
GCC 26.1	<p>The inspections and tests shall be conducted as follows: The books shall be subject to pre-shipment inspection to be conducted by an independent pre-shipment company selected by the Supplier but acceptable to the Purchaser. The Supplier shall cover the cost of pre-shipment inspection. The Ministry shall conduct additional pre-acceptance tests to verify delivery of the books at the respective schools.</p> <p>Prior to mass production of the books, the sample book shall be submitted for inspection to assess compliance with the printing and bidding specifications and mass production shall only begin upon positive inspection and confirmation by the Purchaser.</p>
GCC 26.2	The Inspections and tests shall be conducted at: Refer to GCC 26.1
GCC 27.1	The liquidated damage shall be: 1.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the Contract Price
GCC 28.3	<p>The period of validity of the Warranty shall be: 12 months after the textbooks have been delivered to and accepted at the final destination or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: Named Schools in Uganda</p>
GCC 28.5	The period for repair or replacement shall be: Within Three (3) Weeks

b



Template for Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

h

Template for Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

3

Purchaser's Notification to the Supplier of Award of Contract;

3



Bid Submission Sheet and the Price Schedules Submitted by the Supplier;

3



Schedule of Requirements;

- 1. List of Textbooks and Delivery Schedule**
- 2. Schedule of Delivery (Annex 1)**
- 3. Technical Specifications**

5



RACHINA SAGAR PVT. LTD



BAROQUE PUBLISHERS (U) LTD

Plot 3, Pilkington Road, 3rd Floor, NIC Building (Annex),
P.O. Box- 4848, Kampala, Uganda. Tel: +256 312261317, +256 772428528
Email: jasper@baroquepublishers.com, info@baroquepublishers.com

1. Letter of Bid

Date: 12th August -2015

ICB NO: N/A

Invitation for Bid No: MOES/SUPPLS/14-15/00054

Alternative No: N/A

To: **The Head of Procurement and Disposal Unit
Ministry of Education and Sports**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Services:

LOT NUMBER	DESCRIPTION
Lot 1A	Supply of Primary 1-3 English Language Pupil's Books
	Supply of Primary 1-3 English Language Teacher's guides
Lot 1B	Printing of Curriculum Books in English
	Printing of Teachers Guide Books in English
	Printing of Teacher's Resource Books in English
Lot 2	Supply of Primary 4-7 English Language Pupil's Books
	Supply of Primary 4-7 English Language Teacher's Guides
Lot 3	Supply of Primary 1-3 Mathematics Pupil's Books
	Supply of Primary 1-3 Mathematics Teacher's Guides
Lot 4	Supply of Primary 4-7 Mathematics Pupil's Books
	Supply of Primary 4-7 Mathematics Teacher's Guides

- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

Lot 1A and B: USD: 294,017.924 (United States Dollars: Two Hundred Ninety Four Thousand Seventeen and Nine Hundred Twenty Four Cents Only)

Lot 2: USD: 1,759,120.962 (United States Dollars: One Million Seven Hundred Fifty Nine Thousand One Hundred Twenty and Nine Hundred Sixty Two Cents only)

Lot 3: USD: 1,146,632.28 (United States Dollars: One Million, One hundred Forty Six Thousand Six hundred Thirty Two and Twenty Eight Cents Only.)

Lot 4: USD: 48,260.1672 (United States Dollars: Forty Eight Thousand Two Hundred Sixty and One Thousand Six Hundred and seventy Two Cents Only.)

Total Price for Lot 1, 2, 3 and 4: USD: 3,247,994.74 (United States Dollars: Three Million Two Hundred Forty Seven Thousand Nine Hundred Ninety Four and Seventy Four Cents Only.)



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3

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- (f) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [N/A]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:[N/A];
- (g) Our bid shall be valid for a period of [150] days from the date fixed for the bid submission deadline in accordance with the Bidding Section IV. Bidding Forms 41 Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.52;
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount& Currency
MOES	P.O Box 7063	Purchasing of the Bidding document.	USH. 250,000

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will - age in any type of fraud and corruption

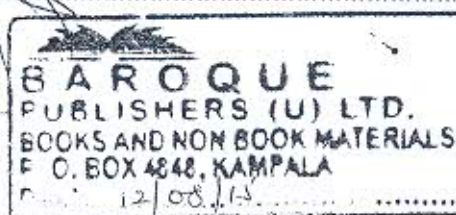
Name of the Bidder: **Rachna Sagar Pvt Ltd / Baroque Publishers (U) Ltd**

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **Jasper Kyomukama Kazebish**

Title of the person signing the Bid: **Authorised Representative**

Signature of the person named above:.....

Date signed: **12th day of August 2015**




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Price Schedule: Textbooks Supplied from outside the Purchaser's Country, to be imported

(Group C bids, goods to be imported) Currencies in accordance with ITB 15

Date: 12/08/2015
ICB No: N/A
Alternative No: N/A

Line- Item No	Description of Good	Country of Origin	Delivery Date as defined by Incoterms		Quantity and physical unit	Unit price CIP (KAMPALA) in accordance with ITB 14.8(b)(ii)	CIP price per line item (Col. 5*6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per line item (Col. 7+8)
			Earliest Delivery Date	Latest Delivery Date					
Supply of English Language Pupils Books for:									
LOT 1A	Primary 1	India, Uganda	180 Days	240 Days	537,473	0.6178	332,050.8194		332,050.8194
	Primary 2	India, Uganda	180 Days	240 Days	364,802	1.1496	419,376.3792		419,376.3792
	Primary 3	India, Uganda	180 Days	240 Days	368,421	1.3446	495,378.8766		495,378.8766
Supply of English Language Teachers Guides for:									
LOT 1B	Primary 1	India, Uganda	180 Days	240 Days	12,198	1.4096	17,194.3008		17,194.3008
	Primary 2	India, Uganda	180 Days	240 Days	12,198	1.0829	13,331.1942		13,331.1942
	Primary 3	India, Uganda	180 Days	240 Days	12,198	1.5243	18,593.4114		18,593.4114
SUB-TOTAL LOT 1A									49,118.9064
Printing of English Curriculum Books for:									
LOT 1B	Primary 1	India, Uganda	180 Days	240 Days	55,083	0.6760	37,236.1080		37,236.1080
	Primary 2	India, Uganda	180 Days	240 Days	55,083	0.5590	30,791.3970		30,791.3970
Printing of English Teacher's Guide Books for:									
	Primary 1	India, Uganda	180 Days	240 Days	55,083	1.4690	80,916.9270		80,916.9270



7

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BAROQUE PUBLISHERS (U) LTD.
BOOKS AND ALL BOOK MATERIALS

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