

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
INVITATION TO BID**

Reference: ITB No. N\_158-2024-UGA-ITB

Date: **July 10, 2024**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Framework Agreement(s) for Outside Catering Services, Uganda**. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

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For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention **Clarification ITB NO. N\_158-2024-UGA-ITB** in the subject section of your email.

Deadline for Submission of Proposals:  
On or before **Date: July 25, 2024**  
**Time: 15:00 hours Rome, Italy local time.**

Thank you and we look forward to receiving your Bid.

Sincerely yours,  
International Development Law Organization | IDLO  
Uganda Country Office

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Bid	<p>Bids shall be nominated exclusively in Uganda Shillings.</p> <p><i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Bid	<p>The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before  <b>Date: July 25, 2024</b>  <b>Time: 15:00 hours Rome, Italy local time.</b></p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p><b>Services</b> will be delivered within the reserved dates after receipt of the Work Order from IDLO Kampala, Uganda</p>
7. Customs clearance , if needed, shall be done by:	<p><input checked="" type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A</p>
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Bid Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Price Schedule (Annex F)</li> </ol>
10. Contents of solicitation documents	<p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.</p>

<p>11. Clarification of solicitation documents</p>	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention <b>Clarification ITB NO. N_158-2024-UGA-ITB</b> in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
<p>12. Amendments of solicitation documents</p>	<p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>
<p>13. Format, signing, sealing, marking and submission of Bids</p>	<p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p> <p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> with the Subject: “<b>Submission for ITB NoN_158-2024-UGA-ITB</b>”</p>
<p>14. Joint Venture, Consortium, or Association</p>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the</p>

	<p>members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ol> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p>
15. Only One Bid	The Bidder (including the individual members of any Joint Venture)

	<p>shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;</li> <li>f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
16. Late Bids	<p>Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i>, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.</p>
17. Validity Period of Bids	<p>All Bids will be valid for <b>90 days</b> from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.</p>
18. Modification and withdrawal of Bids	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Bids</i>.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.</p>

19. Amendment of the Bid	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Bidders' conference	<input checked="" type="checkbox"/> N/A
21. Right to accept, reject, or render non-responsive any or all Bids	<p>IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
22. Clarification of Bids	<p>To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.</p>
23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in IDLO Sanctions lists (EU, US, UN);</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
24. Price variation	<p>Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.</p>
25. Preliminary Screening	<p>IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.</p>

26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<input checked="" type="checkbox"/> N/A for Framework Agreement



31. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
32. Contract Signature	<p>Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.</p>
33. Debriefing	<p>In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.</p>
34. Payment Terms	<p>IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.</p>
35. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>
36. Liquidated Damages	<p><input checked="" type="checkbox"/> <b>Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</b></p> <p><b>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</b></p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p>

**ANNEX B  
PRELIMINARY SCREENING CRITERIA**

**A. MINIMUM ELIGIBILITY CRITERIA**

Subject	Criteria	Document Submission Requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
<b>Tax Revenue</b>	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	

## B. QUALIFICATION CRITERIA

QUALIFICATION		
<b>Previous Experience</b>	Minimum 3 contracts of similar nature implemented over the last 3 years with UN Agencies, INGOs, Embassies or Government State Agencies indicating contactable domain email references for verification (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Copies of three contracts/ LPOs / framework agreement or reference letters with contactable domain email addresses for verification
<b>Financial Standing</b>	Minimum average annual turnover of f EUR 10,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>  Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years	Audited Financial Statements or Bank Statements for the past 2 years 2021-2022
<b>Licenses</b>	Approved to operate Catering/ Food business in listed premises.	Valid license for Food and Chemical Substance issued by County Council
<b>Certificates</b>	Proof/Certificate of food handling for main kitchen employees and food handlers.	Valid County Council medical examination certificate for chef and key food handlers

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**ANNEX C  
TERMS OF REFERENCE  
OUTSIDE CATERING SERVICES**

**A. About IDLO**

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United

Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

**B. Condition of Contract and Expected Output**

IDLO is looking to establish one or several Framework Agreement(s) with able and qualified Suppliers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity.

Each Framework Agreement will have its specified list of services, indicating the upper ceiling price agreed at the ITB stage. The upper ceiling price list (as well as discounted rates, if applicable) are provisional and are intended solely for the purposes of evaluation and comparison of Bids and to determine the upper ceiling limit in the Framework Agreement. The Service Providers cannot go beyond the upper ceiling price.

After entering into a Framework Agreement, IDLO shall place order on a "need basis".

IDLO shall initiate a Secondary Tender to request confirmation from the Supplier on its goods and service availability and prices by email. The Supplier shall confirm by return email within 48 hours (including any applicable discounts).

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IDLO shall make award decision based on “lowest priced, most technically acceptable/compliant offer”.

The confirmed award shall be in the form of a duly authorized Work Order. The Work Order is IDLO's commitment against Framework Agreements. The Work Order will provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.

The duration for Framework Agreement(s) is 12 months with an option to extend at the same price, terms and conditions for a second 12-month period subject to satisfactory performance and agreement by both parties.

### **C. General information**

This ITB is for Outside Catering Services in Uganda. The award will result to multiple framework agreements and subsequently consider outside catering services at two levels:

- (i) High level events
- (ii) Medium level events

The decision of categorizing service provider as high level or medium level will be guided by sanitation site assessment, quality of utensils as well as proof of previous relevant work experience in handling events of similar nature.

#### **1.Objective**

In order to achieve cost efficiency from economies of scale whilst ensuring outstanding quality of service, IDLO seeks to enter into Framework Agreement with outside catering companies/ Restaurants/ Hotels to serve all its outside catering needs within Uganda.

#### **2. General Requirements**

- The Contractor shall provide outside Catering Services as described in this document when and as requested by IDLO.
  - The Contractor shall at all times follow the instruction given by IDLO notwithstanding its obligation to advise IDLO on better options available.
  - The Contractor is expected to conduct due diligence exercise regarding the security background and clearance of staff they dispatch to IDLO or its partners events.
- The catering company shall be solely liable for any security related incident committed by its employee

#### **3. Payments**

- Payments to the Contractor will be processed via bank transfer as applicable within thirty (30) days from the date of receipt of correct invoice.

#### **4. Personnel**

- The Contractor shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent and well-trained personnel to perform the services under the framework agreement.
- The Contractor shall take all reasonable measures to ensure that the personnel conform to the highest standards of professional, moral and ethical conduct. IDLO may, at any time, request in writing for the improper performance the withdrawal or replacement of any personnel assigned to perform services under this framework agreement.

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The contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith.

A request by IDLO for withdrawal or replacement of the personnel shall not be deemed a termination of this framework agreement.

-Any employee assigned to IDLO and its partners is expected to be well groomed, have all necessary training to handle food, have all valid required health and hygiene clearance certificates, be well dressed in official uniform, have protective gear in line with Ministry of health guidelines on COVID-19 and have a name tag well displayed.

- It is the contractor's responsibility to ensure no employee is dispatched for outside catering assignment if not fit to work.

### **5. Catering Services**

- The contractor shall ensure the food is prepared under hygienic conditions by well trained personnel, transported under proper conditions to guarantee it reaches the intended destination while still fresh and uncontaminated.

- Utensils must be presentable and of 4-star hotel or equivalent standards.

- Provision of individual disposable sealable lunch boxes and individually packed cutlery shall be availed upon request in case participants need to pack meals. Napkins and tablecloths must be white, clean and free from stains. Replacement tablecloths must always be available on site in case of spillages.

- Salads and fresh juices must be transported under refrigerated conditions to maintain freshness and quality.

- IDLO contact on site shall inspect all food delivered and at his/ her discretion may take a decision to reject food that is not well presented or below expected standards.

### **6. Price Schedule**

The outside catering company is requested to quote for all Lots they wish to be considered for in the Price Schedule.

- The price quoted on annex F- price schedule shall exclude transport costs. Transportation costs of food, storage, serving tools and equipment shall be requested and quoted separately on a case-by-case basis guided by geographical location of specific event.

- The bidder will ensure all lots within the selected category are quoted for.

- Rates must be inclusive of all applicable taxes.

- Service provider must conduct market research, make proper projections and forecast Inflation to ensure the amount quoted will remain unchanged for a duration of 12 months.

NB:Transport costs shall be quoted separately on a case-by-case basis guided by the geographical location of specific event, prevailing price for transportation and capacity of event.

### **7. Minimum capacity for outside catering**

The contracted Outside Catering Company/ hotel/restaurant shall be expected to provide outside catering services for a minimum of 10 pax and up to 1,000 pax (or more if the need arises) at the quoted rate and in accordance with IDLO prescribed minimum requirements highlighted on part (10) of the terms of reference. The caterer shall indicate their ability to meet this need.

### **8. Key Performance Indicators and Service Levels Agreements**

The contracted Outside Catering Company/ hotel/restaurant shall perform its services and deliver its products in accordance with IDLO prescribed minimum performance standards, which shall also serve as the basis of the annual performance review.

Category	Description	Focus	Standard/Service Level
1. Meals	Fit for human consumption	Ability to provide IDLO food that is fit for human consumption, provide food variety as guided on annex C, cater for vegetarian/special needs option upon request and ensure freshness and quality of meals	Zero cases of food poisoning
2. Employees	Hygiene and professionalism	Ability to provide IDLO with well-groomed and uniformed experienced waiters who are trained on food presentation, food handling as well as able to take meal orders in a professional manner.	Zero complains on personal grooming or service of assigned waiters
3. Complaints	Feedback on service	Ability to immediately handle and address any complaints that may arise from the quality of food or the service of staff	Immediately
4. Catering equipment and utensils	Hygiene of equipment and utensils standards	Ability to provide IDLO with clean cutlery, crockery and general equipment to ensure safety of food served in them. Cutlery and crockery must be of acceptable quality standards equivalent to 4-star hotel rating	Zero complaints relating to quality standard of utensils or hygiene of equipment

The **Outside Catering Services** shall be in line with the below specifications. Bidders are advised to submit a bid for all Lots.

**Incomplete lots within a category will render the whole category invalid.**

## 9. Summary of Services Required

### Category 1

Lots	Description
Lot 1	Outside catering breakfast
Lot 2	Outside catering lunch
Lot 3	Outside catering dinner
Lot 4	Outside catering refreshments/ Reception/ high tea
Lot 5	Banquet cocktail
Lot 6	Hand washing station

### Transport and logistics

Transportation costs of food, storage, serving tools and equipment shall be requested and quoted separately on a case-by-case basis guided by geographical location of specific event.

## 10. Minimum Requirements per Lot:

LOTS	Description
<p><b>Lot 1: Outside Catering Breakfast</b></p>	<p>To include:  <u>Hot beverages</u>- Instant coffee, brewed coffee, African mixed tea, milk, lactose free milk, sugar, drinking chocolate/cocoa, sugar substitute/artificial sweetener  <u>Juices</u>- Two types of tropical fresh juices  <u>Pastries</u>- two types of biscuits, refined and whole meal toast, muffins, mini sandwiches, meat (halal) and vegetable samosa  <u>Proteins</u>- not limited to eggs, baked beans, beef sausage, beef bacon  <u>Carbohydrates</u>- Not limited to sweet potatoes, arrow roots, cassava            Breakfast cereals            Bread spreads- honey, jam, salted and unsalted butter, margarine            Two types of tropical fruits            500ml water</p>
<p><b>Lot 2: Outside Catering Lunch</b></p>	<p>Three course meal to include:  <u>Starter</u>: Soup and salad (including suitable for vegetarians/special needs), fresh bread rolls  <u>Main Course</u>: (Halal) red meat (beef, lamb), white meat (fish/Seafood and chicken), at least two varieties of season vegetables, at least two varieties of starch  <u>Dessert</u>: Three types of desserts (Ice cream, pudding, cake) and two types of seasonal tropical fresh fruits  <u>Cold drinks</u>: Two types of fresh juice, soft drinks, still or sparkling water  <u>Hot beverages</u>: Instant coffee, brewed coffee, African mixed tea, milk, lactose free milk, sugar and sugar substitute/artificial sweetener  <u>Condiments and table dips</u>: not limited to tomato ketchup, chilli, salad dressing</p>
<p><b>Lot 3: Outside Catering Dinner</b></p>	<p>Three course meal to include:  <u>Starter</u>: Soup and salad (including suitable for vegetarians/special needs), fresh bread rolls  <u>Main Course</u>: (Halal) red meat (beef, lamb), white meat (fish/Seafood and chicken), at least two varieties of season vegetables, at least two varieties of starch  <u>Dessert</u>: Three types of desserts (Ice cream, pudding, cake) and two types of seasonal tropical fresh fruits  <u>Cold drinks</u>: Two types of fresh juice, soft drinks, still or sparkling water  <u>Hot beverages</u>: Instant coffee, brewed coffee, African mixed tea, milk, lactose free milk, sugar and sugar substitute/artificial sweetener  <u>Condiments and table dips</u>: not limited to tomato ketchup, chilli, salad dressing</p>



<p><b>Lot 4: Outside Catering Refreshments/ Receptions/ High tea</b></p>	<p>To include:  <u>Hot beverages</u>- Instant coffee, decaf, freshly brewed coffee, African mixed tea, milk, lactose free milk, sugar, drinking chocolate, cocoa, sugar substitute/artificial sweetener, three options of herbal tea satchets  <u>Juices</u>- Two types of tropical fresh juices  <u>Pastries</u>- two types of biscuits, refined and whole meal toast, berry muffins, mini sandwiches, meat (halal) and vegetable samosa, English cup cakes  <u>Finger foods</u> - Six varieties- fish fingers, vegetarian spring rolls, chicken lollipops, miniature pizza etc  <u>Cold non-alcoholic beverages</u> - Six types  Two types of seasonal tropical fruits  Still and sparkling water</p>
<p><b>Lot 5: Banquet cocktail</b></p>	<p>To include:  <u>Table tops</u> - salted crisps, spicy crisps, roasted nuts, herb tossed arrow roots crisps  <u>Vegetarian pass around</u> - mini vegetarian toasts, vegetable quiche, vegetable spring rolls, roasted potato wedges  <u>Meat pass around</u> - Beef meat balls, Meat samosa, beef sausage, beef bacon, fish fingers, BBQ chicken drum sticks, beef skewers, chicken skewers  <u>Assorted dips and condiments</u> - sweet and savoury  <u>Hot beverages</u>- Instant coffee, decaf, freshly brewed coffee, African mixed tea, milk, lactose free milk, sugar, drinking chocolate, cocoa, sugar substitute/artificial sweetener, three options of herbal tea satchets  <u>Juices</u>- Two types of tropical fresh juices  Six types of cold non-alcoholic beverages  Still and sparkling water</p>
<p><b>Lot 6: Hand Washing Station</b></p>	<p>Provision of hand washing stations with running water, antibacterial liquid soap and paper napkins</p>

**NOTE\***

In addition to the meals, outside catering package **must include**:

- 4-star hotel standard cutlery and crockery
- Paper napkins
- Dressed food display table including table cloth and skirting for food display at buffet set up area
- Food tent - size shall be guided by capacity of event
- Aluminium chafing dishes with warming flame
- Functional glass/ aluminium juice dispensers
- Glass tumblers
- Condiments
- Wet towels/ antibacterial wet wipes, antibacterial hand wash and handwashing station with running water, sanitizer, uniformed waiters with name tags.

Locations where outside catering will be provided shall **not be limited** to Kampala.

Please note that prices/amounts shall be quoted in Uganda Shillings, per person and **MUST** be inclusive of all applicable taxes.

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**ANNEX D  
BID SUBMISSION FORM**

**This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Services** as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

We understand that you are not bound to accept any Bid you may receive.

Company/Organization: \_\_\_\_\_

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

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

Date: **Select date** \_\_\_\_\_

Signature: \_\_\_\_\_

*Duly authorized to sign this Bid*

**ANNEX E  
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	N_158-2024-UGA-ITB		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents: [As per Annex B – Preliminary Screening Criteria]	<ul style="list-style-type: none"> <li>▪ Valid Certificate of Incorporation/Registration</li> <li>▪ Valid URA Tax Compliance Certificate</li> <li>▪ Submit self-attestation letters for litigation history, eligibility and bankruptcy duly signed and stamped</li> <li>▪ Full company profile indicating detailed scope, physical address and contact details</li> <li>▪ Copies of three contracts/ LPOs / framework agreement or reference letters with contactable domain email addresses for verification</li> <li>▪ Audited Statements for the past 2 years (2021 and 2022)</li> <li>▪ Valid license for Food and Chemical Substance issued by County Council</li> <li>▪ Valid County Council medical examination certificate for chef and key food handlers</li> </ul>		

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**ANNEX F  
PRICE SCHEDULE**

**Table 1: Offer to Supply Goods / Services Compliant with Technical Specifications and Requirements**

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in UGX VAT Inclusive (Lower limit)	Unit rate in UGX VAT Inclusive (Upper Limit)
Lot 1	Outside catering breakfast	Refer to ANNEX C	Per Person	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 2	Outside catering lunch	Refer to ANNEX C	Per Person	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 3	Outside catering dinner	Refer to ANNEX C	Per Person	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 4	Outside catering refreshments/ Reception/ high tea	Refer to ANNEX C	Per Person	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 5	Banquet cocktail	Refer to ANNEX C	Per Person	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 6	Hand washing station	Refer to ANNEX C	Unit	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in UGX VAT Inclusive (Lower limit)	Unit rate in UGX VAT Inclusive (Upper Limit)
Indicate your minimum capacity for outside catering							
Indicate your maximum capacity for outside catering							
<b>Total Cost of Goods</b>							
Freight							
Other Charges (please specify)							
Taxes/ VAT (___ %) (if applicable)							
<b>Grand Total</b>							

<p><b>Name, position and signature of the Bidder</b></p>  <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p><b>Date:</b></p>	<p><b>Bidder's Stamp</b></p>
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**ANNEX G**  
**IDLO SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of **Services**. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of **Services**.

Place of delivery	<b>Uganda</b>
Delivery date	The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor. IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

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**ANNEX H  
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR  
SERVICES  
AND  
IDLO SUPPLIER CODE OF CONDUCT**

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_goods\\_august\\_2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf)

[https://www.idlo.int/sites/default/files/documents/general\\_terms\\_and\\_conditions\\_for\\_services\\_feb\\_2022.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf)

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>