



UGANDA PERFORMING RIGHT SOCIETY.

**BID DOCUMENT FOR
Collection Agents (Companies) Whose Primary Duty Shall Be Licensing
Commercial Public Users of Music in Uganda, In Accordance to Section 44 Copyright
and Neighbouring Rights Act, 2006.**

LICENSING TARIFF DESCRIPTION:

**Amusement Arcade / Parks / Fair ground, Bar, Gardens, Pubs, Beaches and Similar Air
Premises, Cabaret, Dancing or Floor shows, Clubs, Discotheques and Dance Halls, Factory,
Hair Dressing Saloons and Barbers' Shops, Hotel, Restaurant and similar Premises, Juke
Boxes, Karaoke and Mimes, Light Music Concert, Live Music Performance, Mobile D Jockey,
Musical Shows in halls, Theatres and Auditoriums, Paid Up Live Music Performances,
Racetracks, Sports Stadium, Restaurants, Cafes, Coffee Shop, Takeaway, Shops, Stores,
Showrooms, Offices, Sports Betting**

INVITATION TO SUBMIT PROPOSAL LICENSING BIDS FOR THE AMUSEMENT ARCADE / PARKS / FAIR GROUND, BAR, GARDENS, PUBS, BEACHES AND SIMILAR AIR PREMISES, CABARET, DANCING OR FLOOR SHOWS, CLUBS, DISCOTHEQUES AND DANCE HALLS, FACTORY, HAIR DRESSING SALOONS AND BARBERS' SHOPS, HOTEL, RESTAURANT ANDSIMILAR PREMISES, JUKE BOXES, KARAOKE AND MIMES, LIGHT MUSIC CONCERT , LIVE MUSIC PERFORMANCE, MOBILE D JOCKEY, MUSICAL SHOWS IN HALLS, THEATRES AND AUDITORIUMS, PAID UP LIVE MUSIC PERFORMANCES, RACETRACKS, SPORTS STADIUM, RESTAURANTS, CAFES, COFFEE SHOP, TAKEAWAY, SHOPS, STORES, SHOWROOMS, OFFICES, SPORTS BETTING FOR THE FINANCIAL YEAR 2023.

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Dear Sir/Madam,

RE: Invitation to provide proposals to bid for the above licensing agency services for the financial year 2023.

Uganda Performing Right Society, (UPRS) is a Collective Management Organization which was formed in 1985 and licensed by Uganda Registration Services Bureau, URSB under the Copyright Act of Uganda to represent authors (mainly composers and performers of musical works) and to advance the cause of copyright administration in Uganda. UPRS is mandated to collect license fees from commercial users of music and to distribute royalties to their respective rights holders.

UPRS wishes to invite all interested eligible bidders to submit in their well updated bidding documents for the financial year 2023

- a. A complete set of bidding documents/Expression of Interest in English may be got from UPRS offices by interested bidders **for the agency Licensing Services.**
- b. Sealed Proposal Envelops with clearly labelled the activity one wishes to be registered for must be delivered to the address below at or before **11.00am on Monday 10 August, 2023.** Late proposals shall be rejected. Proposals will be opened in the presence of the bidders' representatives who choose to attend at the address below at **11:30 AM on 11th August, 2023.**

Uganda performing Right Society
Plot 35 Bukoto Drive Tel:0771952359 / 0751067197
P.O Box 14183 Kampala

- c. All communication on this matter will be addressed to the **Chief Executive Officer**
- d. Proposals must be delivered to the **Chief Executive Officer** at **Plot 35, House 5A, Bukoto Drive,** or emailed to procurement@uprs.go.ug
- e. All tariffs are applicable concurrently
- f. Address of Proposals Opening: The **Chief Executive Officer**

Yours sincerely,

NASSUNA MORRINE SHARON
For: Chief Executive Officer

Instructions to Bidders

A General

1. Scope of Bid

- 1.1 The Chief Executive Officer indicated in the Bid Data Sheet (BDS), invites bids for the provision of Licensing Agency Services as specified in Section 6, Statement of Requirements. Bids are invited for Licensing Agency Services as specified in Section 6, Statement of Requirements, under a framework contract arrangement. The Instructions to Bidders should be read in correspondence with the Bid Data Sheet. The subject and Licensing Tariff descriptions plus the tariff codes of this Bidding Document are provided in the BDS.

2. Eligible Bidders.

- 2.1 A Bidder may be a private entity, government-owned entity or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint association.

3. Source of Funds.

- 3.1 Payments will be made directly by the Finance department for each Music new user who pays for the music license at a rate of 10% and this will be entitled to only new Music users brought on board and will be subject in all respects to the terms and conditions of the resulting contract placed by UPRS management.

4. Corrupt Practices

- 4.1 will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
- 4.2 will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

B. Contents of Bidding Document

5. Documents Comprising the Bid

- 5.1 The bid shall comprise the following:
- (a) the Bid Submission Sheet
 - (b) a Bid Security;
 - (c) written confirmation authorising the signatory of the bid to commit the Bidder,
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Supplier's Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

- (h) any other document(s) required in the BDS.

Qualifications and Key Competencies

Business documents

- Trading License
- URA Tax Clearance Certificate
- Certificate of incorporation
- Memorandum and articles of Association
- Company Form 20 and 22

Experience

- Physical address in the area of operation
- At least two years' experience in related business
- Three referees
- Bank Account details

Other considerations

- (Knowledge of the entertainment industry will be an added advantage)
- Demonstrable knowledge of the Copyright and Neighbouring Rights Act, 2006

6. Bid Submission Sheet and Price Schedules

6.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- (a) the reference of the Bidding Document and the number of each addendum received;
- (b) a brief description of the Supplies or Services offered;
- (c) the total bid price, based on the estimated quantities specified in Section 6, Statement of Requirements;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration of the nationality of the Bidder;
- (h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
- (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids.
- (j) confirmation that the Bidder has not been suspended by the Authority;
- (k) a declaration on gratuities and commissions; and
- (l) An authorised signature.

7. Currencies of Bid

7.1 Bid prices shall be quoted in the following currencies:

- The bid prices shall be quoted in the currency of Uganda, unless otherwise specified in the BDS.

8. Format and Signing of Bid

- 8.1 The Bidder shall prepare one original of the documents comprising the bid as and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 8.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.
- 8.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

c. Submission and Opening of Bids

9 Sealing and Marking of Bids

- 9.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 9.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Licensing Manager
 - (c) bear the Tariff description of this bidding process; and
 - (d) Bear a warning not to open before the time and date for bid opening,
- 9.3 If all envelopes are not sealed and marked as required, the Procuring and Disposing Entity will assume no responsibility for the misplacement or premature opening of the bid.

10 Deadline for Submission of Bids

- 10.1 Bids must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.
- 10.2 The Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

11 Late Bids

- 11.1 The Procuring and Disposing Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring

and Disposing Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

10. Withdrawal and Replacement of Bids

- 11.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative,
- The respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
 - Received by the Licensing manager prior to the deadline prescribed for submission of bids,
- 11.2 Bids requested to be withdrawn shall be returned unopened to the Bidder.
- 11.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 11.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

12. Bid Opening

- 12.1 The Procuring and Disposing Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 12.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.
- All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.
- Only envelopes that are opened and read out at the bid opening shall be considered further.
- 12.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder, including any discounts; the presence of a Bid Security, if required; and any other details that the Chief Executive Officer consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids.
- 12.4 The Chief Executive Officer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security, if one was required. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on the bidding entity`s website: <https://uprs.go.ug/jobs/> within one working day from the date of the bid opening.

Bid Submission Sheet

Date: [insert date (as day, month and year) of bid submission] Licensing

Tariff Description: [insert Procurement Reference number] To: [insert name of organisation, complete Address, Tel.No/Email]

We, are herewith submitting our Bid documents against your Licensing Agency service advert by your company dated we are willing to offer the services to carry out the work specified in your Tender document.

- (a) We offer to conform to the Bidding Document and in accordance with the response times specified in the Statement of Requirements, Terms of Reference the following Licencing services under a framework contract arrangement [insert a brief description of the Licensing Tariff Descriptions];
- (b) We understand that **Duties and Responsibilities for** Licensing Agents shall report to the Licensing Manager, in fulfilment of the following responsibilities:
 - Licensing business owners (users of music) in the specified region of work;
 - Creating awareness to the public about UPRS as a CMO for musical works
 - Provide information if new users in the periodic reports for inclusion in the UPRS register.
- (c) We agree that Our bid shall be valid for a period of [specify the number of calendar days] calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We, including any subcontractors or providers for any part of the contract resulting from this Licensing process, are eligible to participate in Licensing agency licensing.
- (e) If our bid is accepted, we commit to obtain a Performance to commit to show commitment towards the work of our clients in accordance with the Bidding Document for the due performance of the Contract;
- (f) We undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the Licensing process and the execution of any resulting contract;
- (g) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (h) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Licensing services;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process: [inset details of payment]

Name of Recipient	Address	Bank Details

- (l) We understand that this bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall constitute a binding contract between us,
- (m) We understand that your company is not bound to accept the lowest bid received by you.

We look forward to associate with your organisation. Since

ally,

For: [Name of company]

Signed: [signature of person whose name and capacity are shown below]

Name: [insert complete name of person signing the bid][Designation]

authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

1. List of Services

Licensing Tariff Description:

The Society seeks to engage Licensing Agents (Companies) whose primary duty shall be licensing commercial public users of music in Uganda, in accordance to Section 44 Copyright and Neighbouring Rights Act, 2006.

NO	TARIFF DESCRIPTION	REGION
1.	Amusement Arcade / Parks / Fair Ground, Bar, Gardens, Pubs, Beaches And Similar Air Premises, Cabaret, Dancing Or Floor Shows, Clubs, Discotheques And Dance Halls, Factory, Hair Dressing Saloons And Barbers' Shops, Hotel, Restaurant And Similar Premises, Juke Boxes, Karaoke And Mimes, Light Music Concert , Live Music Performance, Mobile D Jockey, Musical Shows In Halls, Theatres And Auditoriums, Paid Up Live Music Performances, Racetracks, Sports Stadium, Restaurants, Cafes, Coffee Shop, Takeaway, Shops, Stores, Showrooms, Offices, Sports Betting.	

For the region part insert region of interest.

No	District	Lot No.	Division	Application Fee	Bid Security (UGX)
1	Kampala	UPRS-S1043/B	Central	100,000	500,000
			Nakawa	100,000	500,000
2	Kampala	UPRS-S1043/A	Rubaga	100,000	500,000
			Kawempe	100,000	500,000
			Makindye	100,000	500,000
3	Wakiso	UPRS-S1110	Entebbe MC Municipality	100,000	500,000
4		UPRS-S1110	Kira Municipality	100,000	500,000
5		UPRS-S1110	Makindye Ssabagabo Municipality	100,000	500,000
6		UPRS-S1110	Nansana Municipality	100,000	500,000
7	Mukono and Jinja	UPRS-S1035/85	Mukono Town	100,000	500,000
			Walukuba-Masese		
			Jinja Central		
			Mpumudde-Kimaka		
8	Masaka	UPRS-S1074	Katwe-Butego		

			Nyendo-Ssenyange		
			Kimaanya-Kyabakuza	100,000	500,000
9	Mbarara	UPRS-S1078	Nyamitanga	100,000	500,000
			Kamukuzi		
			Biharwe		
			Kakiika		
			Kakoba		
			Nyakayojo		
10	Gulu and Lira	UPRS-S1030/67	Gulu East	100,000	500,000
			Gulu West Division		
			Adyel Division		
			Ojwina Railway		
			Central Division		
11	Soroti and Mbale	UPRS-S1107/77	Eastern Division	100,000	500,000
			Northern Division		
			Western Division		
			Industrial Division		
			Northern Division		
			Wanale Division		

2. Terms of Reference.

Licensing Tariff Description; All licensing contents.

Background

- UPRS agreements will be running for period of one year and can be renewed.
- The appointed agents will receive a formal acceptance letter from UPRS with clear details.
- Reporting to the licensing Manager will be done on monthly basis to know the company's progress.

UPRS reserves the rights on the copyright of its musical works and conduct of its licensing services

UPRS Agreement

For Contract

BID CATEGORY.....

BIDDERS NAME.....

LEGAL ADDRESS.....

TELEPHONE NO.....

EMAIL ADDRESS.....

PROJECT.....

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Licensing Department”), of the one part, and _____ of _____ (hereinafter “the Provider”), of the other part:

WHEREAS the Licensing Department invited bids for Licensing Agency Services, viz. _____ and has accepted a Bid by the Provider for the provision of those Services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 2 Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by _____ (for the Licensing Department

Name: _____ Position: _____

Signed by _____ (for the Agency)

Name: _____ Position: _____