



**The Republic of Uganda**



**National Environment  
Management Authority**

**STANDARD BIDDING DOCUMENT  
FOR THE  
PROCUREMENT OF SUPPLIES  
UNDER OPEN OR RESTRICTED BIDDING**

<b>Subject of Procurement</b>	Supply and delivery of a Mini Bus for NEMA staff
<b>Procurement Ref. No.</b>	NEMA/SUPLS/25-26/ 00225
<b>Procurement Method</b>	Open Domestic Bidding
<b>Date of Issue</b>	26/02/2026
<b>Date of Closer</b>	18/03/2026

## **PREFACE**

This Standard Bidding Document (SBD) for the procurement of Supplies has been prepared by the Public Procurement and Disposal of Public Assets Authority (PPDA) for use by Procuring and Disposing Entities (PDEs) for the procurement of supplies using the Open and Restricted Domestic and International bidding methods. The procedures and practices presented in this SBD have been developed in accordance with the Public Procurement and Disposal of Public Assets Act Cap 205, the Regulations thereunder and best international procurement practices as adopted from development partner documents.

In addition to the procurement methods above, the document can be used under the direct procurement method with appropriate modifications.

A user guide has been prepared to provide guidance to public officials on the correct use of the SBD as a model for preparing individual bidding documents before they are issued for bidding.

The Public Procurement and Disposal of Public Assets Authority welcomes any feedback on this SBD that would support its improvement. Feedback can be addressed to [info@ppda.go.ug](mailto:info@ppda.go.ug) or at the contact below:

**The Executive Director**

**Public Procurement and Disposal of Public Assets Authority**

PPDA - URF Towers Plot 39 Nakasero Road

P.O. Box 3925 Kampala.

**Website:** [www.ppda.go.ug](http://www.ppda.go.ug) [@PPDAUganda](mailto:@PPDAUganda)

## LIST OF ACRONYMS

<b>BDS</b>	Bid Data Sheet
<b>BEB</b>	Best Evaluated Bidder
<b>BS</b>	Bid Security
<b>BSD</b>	Bid Securing Declaration
<b>ESHS</b>	Environmental, Social, Health and Safety
<b>GCC</b>	General Conditions of the Contract
<b>ITB</b>	Instruction to Bidders.
<b>JV</b>	Joint Venture
<b>NOBEB</b>	Notice of Best Evaluated Bidder
<b>PDE</b>	Procuring and Disposing Entity
<b>PPDA</b>	Public Procurement and Disposal of Public Assets Authority
<b>SBD</b>	Standard Bidding Document
<b>SCC</b>	Special Conditions of the Contract
<b>SOR</b>	Statement of Requirements.
<b>TCS</b>	Technical Compliance Selection

# Standard Bidding Document

## Table of Contents

PART 1: Bidding Procedures	1
Section 1: Instructions to Bidders	1
Section 2: Bid Data Sheet	24
Section 3: Evaluation Methodology and Criteria	30
Section 4: Bidding Forms	36
Section 5: Eligible Countries	47
PART 2: Statement of Requirements	48
PART 3: Contract	55
Section 7: General Conditions of Contract for the Procurement of Supplies	55
Section 8: Special Conditions of Contract	70
Section 9: Contract Forms	74



**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY**  
**Plot 17/19/21, Jinja Road, NEMA House, P.O. Box 22255, Kampala, Uganda**

**ABRIDGED BID NOTICE UNDER OPEN BIDDING**

1. National Environment Management Authority invites sealed bids from eligible bidders for:

<i>No.</i>	<i>Procurement Reference Number</i>	<i>Subject of Procurement</i>	<i>Non-refundable fee</i>
1	NEMA/SUPLS/25-26/00225	Supply and delivery of a Mini Bus for NEMA staff.	UGX 100,000 (Uganda Shillings: One Hundred Thousand Only).

2. The Bidding document (s) shall be inspected and issued at; **Procurement & Disposal Unit, 2<sup>nd</sup> Floor- Room 208, National Environment Management Authority, Plot 17/19/21, Jinja Road, NEMA House, P.O. Box 22255 Kampala, Uganda, Tel: 256-414-251064/5/8.**

3. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written application to the address above and upon payment of a non-refundable fee as in table above **through URA by downloading a payment Registration Number on the URA Portal.**

4. The deadline for bid submission shall be at **10:00am on March 18, 2026.**

5. The detailed bid notices are available at the entity's website at [www.nema.go.ug](http://www.nema.go.ug) and at [www.ppda.go.ug](http://www.ppda.go.ug).

.....  
**EXECUTIVE DIRECTOR**

## Standard Invitation to Bidders



### BID NOTICE UNDER OPEN BIDDING

#### NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY

Plot 17/19/21, Jinja Road, NEMA house, P.O. Box 22255, Kampala, Uganda

***Supply and delivery of a Mini Bus for NEMA staff --Procurement Reference number: NEMA/SUPLS/25-26/ 00225.***

1. The *National Environment Management Authority* has allocated/received funds from GOU for the acquisition of **Supply and delivery of a Mini Bus for NEMA staff**
2. The Entity invites sealed bids from eligible bidders for the provision of the above supplies.
3. Bidding will be conducted in accordance with the open domestic bidding method contained in the Public Procurement and Disposal of Public Assets Act, Cap 205 and the Regulations made under the Act and is open to all bidders or is reserved for *[insert reservation category]*.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 8(a) from **8:00 a.m. to 4:00 p.m. on working days.**
5. The Bidding documents may be purchased by interested bidders on the submission of a written application to the address below at 8(b) and upon payment of a non-refundable fee of **UGX 100,000 (Uganda Shillings: One hundred thousand only)**. The method of payment will be **URA by downloading a payment Registration Number on the URA Portal**
6. Bids must be delivered to the address below at 8(c) at or before **10:00am** on March 18, 2026. **All** bids must be accompanied by a bid security or an equivalent amount in a freely convertible currency. Bid Security must be valid until **Thursday 30 June, 2026**. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 8(d) at 10:15am on **March 18, 2026**.
7. There shall be a pre – bid meeting/ site visit at **March 06,2026 at 11:00 am** on the dates indicated in the proposed schedule in this notice.
8. Bidders should note the following:
  - a. Documents may be inspected at:

**Procurement & Disposal Unit, 2<sup>nd</sup> Floor, Room 208**

**National Environment Management Authority**

**Plot 17/19/21, Jinja Road, NEMA House,**

**P.O. Box 22255 Kampala, Uganda**

**Tel: 256-414-251064/5/8**

**Email: [procurement@nema.go.ug](mailto:procurement@nema.go.ug)**

- b. Documents will be issued from: **same as 8(a) above**
- c. Bids must be delivered to: **same as 8(a) above**
- d. Address of bid opening: **same as 8(a) above**
- 9. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid notice	<b>February 26, 2026</b>
b. Pre-bid meeting, where applicable	<b>March 06,2026</b>
c. Bid closing date	<b>March 18,2026</b>
d. Evaluation process	<b>March 18-31,2026</b>
e. Display and communication of best evaluated bidder notice	<i>After evaluation</i>
f. Contract signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder notice and Attorney General's approval).</i>

Signature: .....

Name: .....

Position of Authorised Official: .....

**PART 1: Bidding Procedures**

**Section 1: Instructions to Bidders**

**Table of Clauses**

**A. General.....3**

1. Scope of Bid 3

2. Source of Funds .....3

3. Corrupt and Fraudulent Practices.....3

4. Eligible Bidders .....4

5. Qualification of the Bidder.....5

6. Eligible Supplies and Related Services.....6

7. Joint Ventures 6

8. One Bid per Bidder .....6

9. Cost of Bidding.....7

10. Documents Comprising the Bid.....7

11. Pre-Bid Meeting.....7

12. Language of Bid and Communications.....8

13. Contents of the Bid .....8

14. Clarification of Bidding Document.....8

15. Amendment of Bidding Document.....8

16. Bid Submission Sheet and Price Schedules .....8

17. Alternative Bids .....9

18. Bid Prices and Discounts .....10

19. Currencies of Bid and Payment .....11

20. Documents Establishing the Eligibility of the Bidder .....11

21. Documents Establishing the Eligibility of Supplies .....11

22. Documents Establishing the Conformity of the Supplies .....11

23. Documents Establishing the Qualifications of the Bidder .....12

24. Bid Validity 12

25. Bid Security or Bid Securing Declaration.....12

26. Format and Signing of Bid.....13

**B. Submission and Opening of Bids .....14**

29 Sealing and Marking of Bids ..... 14

30 Deadline for Submission of Bids ..... 14

31. Late Bids ..... 1

    5

32. Withdrawal and Replacement of Bids.....15

33. Bid Opening ..... 1

    5

**C. Evaluation of Bids .....16**

34. Confidentiality 16

35. Clarification of Bids ..... 16

36. Compliance and Responsiveness of Bids.....17

37. Nonconformities and Omissions .....17

38. Preliminary Examination of Bids – Eligibility and Administrative Compliance.....17

39. Detailed Technical Evaluation .....18

40. Currency and Exchange Rate.....18

41. Financial Comparison of Bids .....18

42. Abnormally Low Bids.....19

43. Margin of Preference.....19

44. Post-qualification Evaluation .....20

45. Determination of Best Evaluated Bid .....20

**D. Award of Contract .....21**

46. Award Procedure and Notice of Best Evaluated Bidder .....21

47. PDE’s Right to Reject Bids or Cancel the Bidding Process .....21

48. PDE’s Right to Vary Quantities at Time of Award .....21

49. Signing of the Contract .....21

50. Effectiveness of Contract .....21

51. Debriefing of bidders .....22

52. Performance Security and ESHS Performance Security.....22

53. Advance Payment and Security .....22

54. Right to Administrative Review .....22

## **A. General**

### **1. Scope of Bid**

#### **Section 1: Instructions to Bidders**

- 1.1 The Procuring and Disposing Entity (PDE) indicated in the Bid Data Sheet (BDS), invites bids for the provision of supplies and related services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.
- 1.2 Throughout these bidding documents:
  - a. “Competent authority” means a government office which has the mandate to perform a specified function;
  - b. “Day” means working day.
  - c. “ESHS” means environmental (including climate change), social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
  - d. “In writing” means communicated in written form with proof of receipt; and
  - e. If the context so requires, singular means plural and vice versa.
- 1.3 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act, Cap 205 and Public Procurement and Disposal of Public Assets Regulations.
- 1.4 Where an electronic or digital version of the bidding document is issued by the PDE through the eGP system, the electronic or digital version of the bidding document is the original version. In the event of any discrepancy between the electronic or digital version and the printed hard copy, the electronic or digital version shall prevail. The bidding document issued through Email and other electronic forms with the exception of EGP shall be authenticated by the PDE.

### **2. Source of Funds**

- 2.1 The PDE indicated in the BDS has an approved budget towards the cost of the procurement named in the BDS. The PDE intends to use these funds to place a contract for which this bidding document is issued.
- 2.2 Payments will be made directly by the PDE or other financing party and shall be subject to the terms and conditions of the resulting contract.

### **3. Corrupt and Fraudulent Practices**

- 3.1 It is the Government of Uganda’s policy and the legal framework to require that PDEs, as well as bidders and providers to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of the above:
  - a. The PPDA Act defines the following as:
    1. “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value, to influence the action of a public official in the procurement process or in contract execution;

and

- ii. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the PDE, and includes collusive practices among bidders prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition;
  - b. The PDE will reject a recommendation for award if the bidder recommended for award has engaged in corrupt or fraudulent practices; and
  - c. PPDA shall suspend a provider from engaging in any public procurement proceedings for a stated period of time in accordance with the PPDA Act Cap 205 and the Regulations made under the Act, if the provider has engaged in corrupt or fraudulent practices.
- 3.2 In pursuit of the policy defined in Sub-clause 3.1, the PDE may terminate a contract for supplies if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PDE or of a bidder or provider during the procurement or the execution of that contract.
- 3.3 In pursuit of the policy defined in Sub-clause 3.1, the PPDA requires representatives of both the PDE and of bidders and providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers, as provided in the bidding forms, shall be signed by the bidder and submitted together with the other bidding forms.
- 3.4 Any communications between a bidder and the PDE related to matters of alleged fraud or corruption must be made in writing to the PDE and copied to PPDA.

#### **4. Eligible Bidders**

- 4.1 A bidder, and all parties constituting the bidder, shall meet the following criteria to be eligible to participate in public procurement:
- a. The bidder has the legal capacity to enter into a contract;
  - b. The bidder is not:
    - i. Insolvent;
    - ii. In receivership;
    - iii. Bankrupt; or
    - iv. Being wound up.
  - c. The bidder’s business activities have not been suspended;
  - d. The bidder is not the subject of legal proceedings for any of the circumstances in (b);
  - e. The bidder has fulfilled his or her obligations to pay taxes and social security contributions; and
  - f. The bidder is not a member of the Contracts Committee or an employee of the PDE.
- 4.2 A bidder may be a physical person or artificial person, such as an entity that is a private entity, government-owned enterprise or institution. A combination of persons can bid if they have an agreement to form a Joint Venture (JV). For a JV, such a bid shall include a joint Power of Attorney signed by each of the parties authorizing a representative to conduct all business for and on behalf of the party during the bidding process, contract signing and contract execution. Each party to the JV shall be a signatory to the contract with the PDE and shall be jointly and

severally liable.

- 4.3 A bidder, and all parties constituting the bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the contract including related services.
- 4.4 A bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if the bidder:
- a. Has controlling shareholders in common; or
  - b. Receives or has received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purposes of this bid; or
  - d. Has 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, or influence the decisions of the PDE regarding this bidding process; or
  - e. Submits more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 17. However, this does not limit the participation of subcontractors in more than one bid, or as bidders and subcontractors simultaneously; or
  - f. Participated as a contractor or consultant in the preparation of the design or technical specifications of the supplies or services that are the subject of the bid.
- 4.5 A bidder that is suspended by the PPDA or an international agency of which Uganda is a member at the date of the deadline for bid submission or thereafter before contract signature shall be disqualified.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the PDE, as the PDE shall reasonably request.
- 4.7 To establish eligibility in accordance with ITB 4, a bidder shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.
- 4.8 A bidder whose circumstances in relation to eligibility change during a procurement process or during the implementation of a contract, shall immediately inform the PDE to take appropriate action where necessary.
- 4.9 All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

## **5. Qualification of the Bidder**

- 5.1 To establish its qualifications to perform the contract, the bidder shall complete and submit the Qualification Form provided and the information and documents stated in Section 3,

Evaluation Methodology and Criteria. All bidders shall provide in Section 4, Bidding Forms, a preliminary description of the proposed services and schedule as necessary.

5.2 The qualifications of the best evaluated bidder will be assessed as part of a post-qualification in accordance with ITB Clause 44.

## **6. Eligible Supplies and Related Services**

6.1 All supplies and related services to be supplied under the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

6.2 For purposes of this Clause, the term “supplies” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

6.3 The term “country of origin” means the country where the supplies have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

6.4 The nationality of the provider that produces, assembles, distributes, or sells the supplies shall not determine their origin.

6.5 If so required in the BDS, the bidder shall demonstrate that it has been duly authorized by the Manufacturer/Supplier/Distributor of the supplies to sell them in the Republic of Uganda as indicated in its bid.

## **7. Joint Ventures**

7.1 Bids submitted by a JV shall include a copy of the Joint Venture (JV) agreement signed by all parties to the JV Agreement or the intent to enter into such an agreement, supported by a letter of intent signed by all parties. Where the bidder presents an intent to enter into a JV Agreement and is awarded as the best evaluated bidder, it shall submit a registered JV Agreement prior to contract signature.

7.2 In addition to the requirements under ITB 10, bids submitted by a JV of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- a. The bid shall include all the information listed in Section 3, Evaluation Methodology and Criteria for each partner.
- b. The bid shall be signed so as to be legally binding on all partners;
- c. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms;
- d. One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and
- e. The implementation of the entire contract shall be by the JV.

## **8. One Bid per Bidder**

Each bidder shall submit only one bid, either individually or as a partner in a JV. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the bids with the bidder's participation to be rejected.

## **9. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the PDE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **10. Documents Comprising the Bid**

The bid shall comprise the following:

- a. The Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 16, 18, and 20;
- b. A Beneficial Ownership Form;
- c. A Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 25;
- d. Written confirmation authorising the signatory of the bid to commit the bidder, in accordance with ITB Clause 26;
- e. Documentary evidence in accordance with ITB Clause 20 establishing the bidder's eligibility to bid;
- f. Documentary evidence in accordance with ITB Clause 21 establishing that the supplies and related services to be supplied by the bidder are of eligible origin;
- g. Documentary evidence in accordance with ITB Clauses 22 and 36, that the supplies and related services conform to the bidding documents;
- h. Documentary evidence in accordance with ITB Clause 23 establishing the bidder's qualifications to perform the contract if its bid is accepted;
- i. The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.3; and
- j. Any other document(s) required in the BDS.

## **11. Pre-Bid Meeting**

- 11.1 The bidder and any of its authorized personnel or agents shall be granted permission by the PDE to enter upon its premises and lands for the purpose of a pre-bid meeting, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the PDE and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 11.2 If so indicated in the BDS, the PDE will hold a pre-bid meeting at the time, date and location specified in the BDS to clarify issues and to answer questions on any matter that may be raised at that stage.
- 11.3 Bidders may submit any questions in writing to the Entity prior to the date of the meeting and may also raise questions orally at the meeting.
- 11.4 Minutes of the pre-bid meeting, if any was held, including the text of the questions asked by

bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have acquired the Bidding Documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the PDE exclusively through the issue of an Addendum pursuant to ITB Clause 14 and not through the minutes of the pre-bid meeting. Unless otherwise indicated in the BDS, non-attendance of the pre-bid meeting shall not cause disqualification of a bidder.

## **12. Language of Bid and Communications**

- 12.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 12.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation from a competent authority of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

## **13. Contents of the Bid**

- 13.1 Unless obtained directly from the PDE, the PDE is not responsible for the completeness of the bidding documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the bidding documents.
- 13.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all information and documentation required by the bidding document.

## **14. Clarification of Bidding Document**

A bidder requiring any clarification of the bidding document shall contact the PDE in writing at the PDE's address indicated in the BDS. The PDE will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The PDE shall forward copies of its response to all bidders who have acquired the bidding document directly from it, including a description of the inquiry but without identifying its source. Should the PDE deem it necessary to amend the bidding document as a result of a clarification, it shall do so by issuing an addendum.

## **15. Amendment of Bidding Document**

- 15.1 At any time prior to the deadline for submission of bids, the PDE may amend the bidding document by issuing an addendum.
- 15.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document directly from the PDE.
- 15.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the PDE shall extend the deadline for the submission of bids by a reasonable period in the event that less than one third of the bidding period remains after the issuance of the addendum.

## **16. Bid Submission Sheet and Price Schedules**

- 16.1 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:
- a. The reference of the bidding document and the number of each addendum received;
  - b. A brief description of the supplies and related services offered;
  - c. The total bid price;
  - 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 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 in accordance with ITB Clause 17;
  - j. Confirmation that the bidder has not been suspended by the Authority;
  - k. An authorised signature.
- 16.2 The bidder shall submit the Price Schedule for supplies and related services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:
- a. The item number;
  - b. A brief description of the supplies or related services to be supplied;
  - c. Their country of origin and percentage of Ugandan or East African Community content;
  - d. The quantity;
  - e. The unit prices, with a separate unit price ex-factory and for delivery and incidental costs according to the delivery terms (Incoterms);
  - f. Customs duties and all taxes paid or payable in Uganda;
  - g. The total price per item;
  - h. Subtotals and totals per Price Schedule; and
  - i. An authorized signature.

## **17. Alternative Bids**

- 17.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.
- 17.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -
- a. Meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
  - b. Be substantially within any Delivery or Completion Schedule, budget or other performance parameters stated in the solicitation document; and
  - c. Clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.
- 17.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.
- 17.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely

separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled “main bid” and “alternative bid”.

17.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the SORs.

## **18. Bid Prices and Discounts**

18.1 The prices and discounts quoted by the bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified.

18.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the bid.

18.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 16.1(c), shall be the total price of the bid, excluding any discounts offered.

18.4 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 16.1(d) and ITB Sub-Clause 18.8, respectively.

18.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

18.6 Prices quoted on the Price Schedule for supplies and related services shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the PDE. This shall not in any way limit the PDE’s right to contract on any of the terms offered:

a. For supplies;

i. The price of the supplies, quoted CIP or other Incoterm as specified in the BDS;

ii. All custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the supplies or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the bidder; and

iii. The total price for the item.

b. For related services;

i. The price of the related services;

ii. All custom duties, sales tax, and other taxes applicable in Uganda, paid or payable, on the related services, if the contract is awarded to the bidder; and

iii. The total price for the item.

18.7 Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted

with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 36.

- 18.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). bidders wishing to offer any price reduction for the award of more than one contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 41.4, provided the bids for all lots are submitted and opened at the same time.

## **19. Currencies of Bid and Payment**

- 19.1 Unless otherwise specified in the BDS, bid prices shall be quoted in Uganda Shillings:
- 19.2 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, the bidder shall utilize the source of funds of the rate of exchange specified in the BDS to express its offer. The source, date and type of exchange rate shall be indicated in ITB 40.
- 19.3 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, bidders may be required by the PDE to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum and in the SCC are reasonable and responsive to ITB 36.2.

## **20. Documents Establishing the Eligibility of the Bidder**

To establish their eligibility in accordance with ITB Clause 4, bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

## **21. Documents Establishing the Eligibility of Supplies**

- 21.1 To establish the eligibility of the supplies and related services, in accordance with ITB Clause 6, bidders shall complete the country-of-origin declarations in the Price Schedule included in Section 4, Bidding Forms.
- 21.2 Bidders with a current registration with the Authority are not required to submit:
- a. A copy of the bidder's current trading license or equivalent;
  - b. A copy of the bidder's certificate of registration or equivalent;
  - c. But should include details of their Authority registration number in the bid submission sheet.

## **22. Documents Establishing the Conformity of the Supplies**

- 22.1 To establish the conformity of the supplies and related services to the Bidding Documents, the bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.
- 22.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the supplies and related services, demonstrating substantial responsiveness of the supplies and related services to those requirements, and if applicable, a statement of deviations, innovations and exceptions to the provisions of the Statement of Requirements.

- 22.3 If so, stated in the BDS, bidders may be required to submit representative samples of the supplies being offered and/or be requested to demonstrate the operation of the supplies to the PDE.
- 22.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the PDE in the Statement of Requirements, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/ or catalogue numbers, provided that it demonstrates, to the PDE's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirements.

### **23. Documents Establishing the Qualifications of the Bidder**

To establish its qualifications to perform the contract, the bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

### **24. Bid Validity**

- 24.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the PDE as non-compliant, while a bid valid for a longer period than the date specified in the BDS shall not be rejected.
- 24.2 Prior to the expiration of the bid validity period, the PDE may request bidders to extend the period of validity of their bids. The bidder may at his or her own discretion, extend the bid validity period where the PDE delays to request the bidder to extend the bid validity and the validity period is likely to expire before completion of the procurement process. If a Bid Security or a Bid Securing Declaration is requested in accordance with ITB Clause 25, it shall also be extended for a period corresponding to the extension of the bid validity. In case of a bid security, such extension shall be undertaken by use of a bid securing declaration. A bidder may refuse to extend its bid validity period without forfeiting its Bid Security or Bid Securing Declaration. A bidder who extends the validity periods of its bid and bid security or bid securing declaration shall not be required or permitted to modify its bid.

### **25. Bid Security or Bid Securing Declaration**

- 25.1 The bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS in original form and, in case of a Bid Security, in the amount and currency specified in the BDS.
- 25.2 If a Bid Security is specified pursuant to ITB Clause 25.1, the bid security shall be a demand guarantee/an on demand bid bond in the amount specified in the BDS and denominated in Uganda Shillings and shall:
- a. Be in the form of either a bank guarantee or demand bond from a banking institution or insurance company respectively
  - b. Be issued by a reputable financial institution or insurance company selected by the bidder from an eligible country. If the institution issuing the security is located outside Uganda, it shall have a correspondent financial institution or insurance company located in Uganda to make it enforceable;
  - c. Be substantially in accordance with the form of Bid Security included in Section 4,

Bidding Forms;

- d. Be payable promptly upon written demand by the PDE in case the conditions listed in ITB Clause 25.7 are invoked;
- e. Be submitted in its original form - copies will not be accepted.

- 25.3 The Bid Security or Bid Securing Declaration shall be submitted using the appropriate form included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.
- 25.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 25.1, shall be rejected by the PDE as non-compliant.
- 25.5 The Bid Security or Bid Securing Declaration of all bidders shall be returned as promptly as possible once the successful bidder has signed the contract and provided the required Performance Security and ESHS Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.
- 25.6 For a JV, the Bid Security may be issued in either the names of all the parties or any of the parties to the JV. The Bid-Securing Declaration must be in the names of all parties to the JV.
- 25.7 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 24.2; or  
If the successful bidder fails to:
- i. Sign the contract in accordance with ITB Clause 49; or
  - ii. Furnish any Performance Security and ESHS Performance Security where applicable in accordance with ITB Clause 52;

The Bid Security may be forfeited or Bid Securing Declaration executed.

## **26. Format and Signing of Bid**

- 26.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 10 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.
- 26.2 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 Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized 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 initialed by the person signing the bid. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 26.3 In case of bids submitted by a JV, the JV shall nominate a representative through a power of

attorney to conduct all business on its behalf during the bid preparation, bidding process and contract execution in case of award of the contract.

## **27. Preference Schemes**

If a margin of preference applies as specified in accordance with ITB 43, domestic bidders, individually or in JVs, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 43.

## **28. Reservation Schemes**

If a reservation scheme applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

# **B. Submission and Opening of Bids**

## **29 Sealing and Marking of Bids**

29.1 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.

29.2 The inner and outer envelopes shall:

- a. Bear the name and address of the bidder;
- b. Be addressed to the PDE in accordance with ITB Sub-Clause 30.1;
- c. Bear the procurement reference number of this bidding process; and
- d. Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 33.1.

29.3 If all envelopes are not sealed and marked as required, the PDE will assume no responsibility for the misplacement or premature opening of the bid.

## **30. Deadline for Submission of Bids**

30.1 Bids must be received by the PDE at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

30.2 The PDE may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 15, in which case all rights and obligations of the PDE and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **31. Late Bids**

The PDE shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 30. Any bid received by the PDE after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the bidder. A bid that is brought to the location of submission of bids after the closing date for submission or

which is submitted after closing date shall not be received by the PDE but shall be labelled “LATE”, and returned unopened to the bidder or destroyed, where the bid is not labelled with the name of the bidder.

### **32. Withdrawal and Replacement of Bids**

- 32.1 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, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 26.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
- a. Submitted in accordance with ITB Clauses 26 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
  - b. Received by the PDE prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 30.
- 32.2 The PDU shall open the bid in the presence of the bidder’s representative and verify that the withdrawal is by an authorised representative indicated in the bid.
- 32.3 Bids requested to be withdrawn in accordance with ITB Sub-Clause 32.1 shall be returned unopened to the bidder.
- 32.4 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.
- 32.5 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 32.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

### **33. Bid Opening**

- 33.1 The PDE 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. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 33.1 shall be as specified in the BDS.
- 33.2 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.
- 33.3 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.

- 33.4 All other envelopes shall be opened one at a time, reading out: the name of the bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security or Bid

Securing Declaration, if required; and any other details that the PDE may 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, in accordance with ITB Sub-Clause 31.

- 33.5 The PDE 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 or Bid Securing Declaration, 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 and displayed on the PDE's Notice Board within one working day from the date of the bid opening.

## **C. Evaluation of Bids**

### **34. Confidentiality**

- 34.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all bidders.
- 34.2 Any effort by a bidder to influence the PDE in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 34.3 Notwithstanding ITB Sub-Clause 34.2, from the time of bid opening to the time of contract award, if any bidder wishes to contact the PDE on any matter related to the bidding process, it should do so in writing.

### **35. Clarification of Bids**

- 35.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the PDE may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the PDE shall not be considered. The PDE's request for clarification and the response shall be in writing. All requests for clarification shall be copied to all bidders for information purposes. No change in the prices or substance of the bid shall be sought, offered, or permitted.
- 35.2 If a bidder does not provide clarifications of its bid by the date and time set in the PDE's request for clarification, its bid may be rejected.

### **36. Compliance and Responsiveness of Bids**

- 36.1 The PDE's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself, subject to the findings recorded after due diligence and/or post qualification. Where due diligence is carried out by the Evaluation Committee, it should be restricted to the areas in the bidding document.

- 36.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation is a deviation that-
- a. Affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;
  - b. Affects the ability of the bidder to perform the proposed contract;
  - c. Impacts the key factors of a procurement, including cost, risk, time and quality and causes -
    - i. Unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
    - ii. Unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
    - iii. Unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 36.3 If a bid is not substantially compliant and responsive to the bidding document, it shall be rejected by the PDE and may not subsequently be made compliant and responsive by the bidder by correction of the material deviation, reservation, or omission.

### **37. Nonconformities and Omissions**

- 37.1 Provided that a bid is substantially compliant and responsive, the PDE may waive any non-conformity or omission in the bid that does not constitute a material deviation.
- 37.2 Provided that a bid is substantially compliant and responsive, the PDE may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- 37.3 Provided that a bid is substantially compliant and responsive, the PDE shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only.

### **38. Preliminary Examination of Bids – Eligibility and Administrative Compliance**

- 38.1 PDE shall examine the legal documentation and other information submitted by bidders to verify the eligibility of bidders and supplies and related services in accordance with ITB Clauses 4 and 6.
- 38.2 If after the examination of eligibility, the PDE determines that the bidder, the supplies and/or the related services are not eligible, it shall reject the bid.
- 38.3 The PDE shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 10 have been provided, and to determine the completeness of each document submitted.
- 38.4 The PDE shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected:
- a. The Bid Submission Sheet duly signed by the authorised representative of the bidder, including:
    - i. A brief description of the supplies and related services offered;
    - ii. The price of the bid; and

- iii. The validity date of the bid;
- b. The Price Schedule;
- c. Written confirmation of authorisation to commit the bidder; and
- d. A Bid Security or Bid Securing Declaration, if applicable.

### **39. Detailed Technical Evaluation**

- 39.1 The PDE shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation. The PDE shall only use the criteria and methodologies defined in this clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 39.2 If, after the examination of the terms and conditions, the PDE determines that the bid is not substantially responsive in accordance with ITB Clause 36, it shall reject the bid.
- 39.3 The PDE shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 22, to confirm that all requirements specified in Section 6, Statement of Requirements of the bidding document have been met without any material deviation or reservation.
- 39.4 If, after the technical evaluation, the PDE determines that the bid is not substantially compliant in accordance with ITB Clause 36, it shall reject the bid.

### **40. Currency and Exchange Rate**

- 40.1 Unless otherwise specified in the BDS, the currency that shall be used for evaluation and comparison purposes for all bids shall be Uganda Shillings.
- 40.2 The exchange rate shall be the prevailing Bank of Uganda selling exchange rate at the date of bid submission deadline.

### **41. Financial Comparison of Bids**

- 41.1 The PDE shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 41.2 To financially evaluate a bid, the PDE shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 41.3 The PDE's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 18. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the supplies and related services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.
- 41.4 To financially compare bids, the PDE shall:
  - a. Correct any non-conformity or omission that is not an arithmetic error;
  - b. Apply any unconditional discounts offered in accordance with ITB Sub-Clause 16.1(d);

- c. Make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 37.3;
- d. Apply any non-cost factors in accordance with ITB Sub-Clause 41.3;
- e. Where applicable, use the prevailing exchange rate of Bank of Uganda in accordance with ITB Clause 40;
- f. Apply any margin of preference in accordance with ITB Clause 43;
- g. Determine the total evaluated price of each bid.

## **42. Abnormally Low Bids**

- 42.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder in regards to the bidder's ability to perform the contract for the offered bid price or that genuine competition between bidders is compromised.
- 42.2 In the event of identification of a potentially abnormally low bid, the PDE shall seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bid document.
- 42.3 After evaluation of the price analyses, in the event that the PDE determines that the bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the PDE shall reject the bid.

## **43. Margin of Preference**

- 43.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 43.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of two groups, as follows:
  - a. **Group A:** Goods manufactured in Uganda, for which (i) labour, raw materials, and components from within Uganda account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufactured is in Uganda on the date of bid submission.
  - b. **Group B:** Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.
- 43.3 Bidders claiming eligibility for a Margin of Preference must provide documentary evidence that at least thirty percent of the labour, raw materials and components of the goods originate in Uganda and that the production facility in which the goods are to be assembled or processed is engaged in the manufacturing, assembling or processing of the goods at the time of submission of the bid.
- 43.4 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 23, to clarifications in accordance with ITB Clause 35 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation

of the bidder's qualification.

**44. Post-qualification Evaluation.**

44.1 The PDE shall determine to its satisfaction whether the bidder that is selected as having submitted the best evaluated bid is qualified to perform the contract satisfactorily.

44.2 An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the PDE shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

44.3 Post-qualification shall be conducted in accordance to the PPDA Act, Cap. 205 but pre-qualification information shall be verified.

**45. Determination of Best Evaluated Bid**

The best evaluated bid shall be the lowest priced bid which is eligible, administratively and technically compliant to the requirements specified in the bidding document.

## **D. Award of Contract**

### **46. Award Procedure and Notice of Best Evaluated Bidder**

- 46.1 An award decision by the Contracts Committee is not a contract. The bidder with the best evaluated bid shall be awarded the contract following an adjudication by the Contracts Committee.
- 46.2 Negotiations may be held with the best evaluated bidder before award of the contract.
- 46.3 The PDE shall issue a Notice of Best Evaluated Bidder (NOBEB) within five (5) working days after the decision of the Contracts Committee to award a contract, deliver a copy of the notice to all bidders who participated in the bidding process, place such Notice on its notice board for display for ten (10) working days and publish it on the website of the Authority and the website of the Entity where applicable. The computation of the ten (10) working days shall commence from the next day following the display of the notice. No contract shall be signed within the period of ten (10) working days after the date of display of the best evaluated bidder notice.

### **47. PDE's Right to Reject Bids or Cancel the Bidding Process**

The PDE reserves the right to reject any bid or cancel the bidding process at any time prior to contract award, without thereby incurring any liability to bidders. In case of cancellation, all bid securities shall be returned to the bidders.

### **48. PDE's Right to Vary Quantities at Time of Award**

At the time the contract is awarded, the PDE reserves the right to increase or decrease the quantity of supplies and related services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.

### **49. Signing of the Contract**

On expiry of the ten (10) working days' period after display of the best evaluated bidder notice and upon approval by the Attorney General where applicable, the PDE shall promptly sign a contract with the successful bidder. An award shall be confirmed by the written contract signed by both the bidder and the PDE.

### **50. Effectiveness of Contract**

- 50.1 Failure by the successful bidder to sign the contract shall constitute sufficient ground for annulment of the contract award decision and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event, the PDE may award the contract to the next best ranked bidder whose bid was evaluated at the financial comparison stage, provided its bid is still valid.
- 50.2 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the contract.
- 50.3 A contract shall not be entered into by an Accounting Officer with a bidder during the period of administrative review as provided for under the PPDA Act, Cap 205.

## **51. Debriefing of bidders**

Where a bidder requests information on the reasons for the success or failure of their bid, the PDE shall promptly give the bidder a written debrief after the signing of the contract.

## **52. Performance Security or Performance Securing Declaration and Environmental and Social Performance Security**

52.1 Within twenty-one (21) days of signing of the contract, the successful bidder shall where applicable, furnish to the PDE a Performance Security in the amount stipulated in the SCC and in the form of on demand bank guarantee/ on demand insurance bond as stipulated in Section 9, denominated in the type and proportions of currencies of the contract. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

52.2 Failure of the successful bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, shall constitute sufficient ground for annulment of the contract award decision. In this case, the successful bidder's Bid Security shall be forfeited or the conditions of the Bid Securing Declaration shall be executed. In that event, the PDE may award the contract to the next best ranked bidder whose bid was evaluated at the financial comparison stage, provided it is still valid.

52.3 Where a provider is required to provide a performance security, a bid security from that provider shall not be released until a satisfactory performance security is received and verified by the PDE and the contract is signed.

## **53. Advance Payment and Security**

If so, stated in the BDS, the PDE will provide an Advance Payment on the contract price, subject to a maximum amount, as stated in the SCC. This payment shall be in the same currencies and proportions as the contract payment and shall be made in accordance with the GCC. The advance payment security shall be issued by a Bank located in Uganda or a foreign bank through correspondence with a bank located in Uganda. On demand insurance bonds with proof of re- insurance, in the format included in Section 9 (contract forms) can be accepted.

## **54. Right to Administrative Review**

54.1 A bidder may seek an Administrative Review for any omission or breach by the PDE in accordance with the Public Procurement and Disposal of Assets Act, Cap 205, Regulations or Guidelines made thereunder.

54.2 The PDE shall promptly provide a bidder who seeks administrative review with:

- a. A summary of the evaluation process;
- b. A comparison of the tenders, proposals, or quotations, including the evaluation criteria used;
- c. The reasons for rejecting the concerned bids; and
- d. The details of the applicable administrative review fees and the account to which the fees are to be paid.

## Section 2: Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
<b>A. General</b>	
<b>ITB 1.1</b>	<b>PDE:</b> The PDE is: <b>NEMA</b>
<b>ITB 1.1</b>	<b>Subject:</b> <b>Supply and delivery of a Mini Bus for NEMA staff</b>
<b>ITB 1.1</b>	<b>Reference:</b> <b>NEMA/SUPLS/25-26/ 00225</b>
<b>ITB 1.1</b>	<p>The number of lots is NA. The identification numbers of the lots are as follows:</p> <p><b>operation</b></p> <p>The proportion of each lot that a bidder may bid for is: <b>Complete lots</b></p> <p>The minimum and maximum number of lots a bidder may bid for is: <b>NA</b></p>
<b>ITB 6.5</b>	<p><b>Eligible Supplies:</b> The Bidder shall be required to include with its Bid, documentation from the Manufacturer/Supplier/Distributor of the supplies, that it has been duly authorized to supply, in Uganda, the supplies indicated in its bid by submitting the Manufacturer's Authorization or Supplier/Distributor's Authorization Form in Section 4 Bidding Forms.</p>

<p><b>ITB 10 (j)</b></p>	<p><b>Additional documents:</b> The bidder shall submit with its bid the following additional documents: <b>as a must.</b></p> <p><i>The list of additional documents should include the following:</i></p> <p><b><i>Certificate of contract completion</i></b> within the required period or any equivalent</p> <p><b><i>ESHS Code of Conduct for contractor’s personnel</i></b></p> <p>The bidder shall submit the Code of Conduct that will apply to the contractor’s employees and subcontractors as required. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Statement of Requirements in Section 6.</p> <p>In addition, the bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the contractor proposes to deal with any breaches.</p> <p><b><i>ESHS Management Strategies and Implementation Plan</i></b></p> <p>The bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the contractor, and its subcontractors.</p>
--------------------------	--



<b>ITB 18.6(a)(i)</b>	<b>Incoterms:</b> For supplies, the bidder shall quote prices using the following Incoterms: <b>2020</b>
<b>ITB 18.7</b>	The prices quoted by the bidder shall be: <b>Fixed</b> _____
<b>ITB 19.1(a)</b>	<b>Currency:</b> For supplies and related services originating in Uganda the currency of the bid shall be: <b>Ugandan Shilling.</b>
<b>ITB 19.1(b)</b>	<b>Currency:</b> For supplies and related services originating outside of Uganda the currency of the bid shall be: <b><u>Ugandan Shilling</u></b>
<b>ITB 22.3</b>	<b>Sample:</b> Bidders <i>shall not</i> provide a representative sample of the supplies as detailed in Section 6 Statement of Requirements.  Bidders <i>shall</i> provide a demonstration of the use of the supplies during the evaluation process.
<b>ITB 24.1</b>	<b>Bid Validity:</b> Bids shall be valid until for <b>126days</b>
<b>ITB 25.1</b>	<b>Bid Security:</b> A Bid Security <i>shall</i> be required.  A Bid Securing Declaration <i>shall</i> be required.

Instructions to Bidders Reference	Data relevant to the ITB
ITB 25.2	<b>Bid Security:</b> Where a Bid Security is required insert “The amount and currency of the Bid Security shall be; UGX 8,124,700(Uganda shillings: eight million one hundred twenty-four thousand seven hundred only)
ITB 25.3	<b>Bid Security:</b> The Bid Security shall be valid until <b><i>June 30,2026</i></b> .
ITB 26.1	<b>Number of copies:</b> In addition to the original of the Bid, the number of copies required is: <b>03 (Three) copies.</b>
ITB 28	<b>Reservation Schemes:</b> Reservation scheme <i>shall</i> apply
<b>B. Submission and Opening of Bids</b>	
ITB 30.1	<p><b>Bid Submission:</b> For bid submission purposes only, the PDE’s address is: _</p> <p style="text-align: center;"><b>The Executive Director</b></p> <p>Attention: <b>The Head Procurement and Disposal Unit</b></p> <p>Street Address: <b>Plot 17/19/21, Jinja Road, NEMA House</b></p> <p>Floor/Room No: <b>PDU Office</b></p> <p>Town/City: <b>Kampala</b></p> <p>Postal Code: <b>P.O. Box 22255 Kampala</b></p> <p>Country: <b>Uganda</b></p> <p><b>Room: 208</b></p> <p>The deadline for bid submission is:</p> <p>Date: <b>March 18, 2026</b></p> <p>Time (local time): <b>10:00 am, Late Bids shall be rejected</b></p>
ITB 30.1	<b>Electronic bid submission:</b> Electronic bid submission procedures shall be: _____ <i>[Insert the procedures to be applied]</i>
ITB 33.1	<p>The bid opening shall take place at</p> <p><b>NEMA</b></p> <p><b>Plot 17/19/21, Jinja Road, NEMA House,</b></p> <p><b>P.O. Box 22255 Kampala</b></p> <p><b>Room 208.</b></p> <p>Date: <b>March 18,2026</b></p> <p>Time: <b>10; 15 am (Local Time)</b></p>
<b>C. Evaluation of Bids</b>	
ITB 40	<b>Exchange Rate:</b> The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Bank of Uganda. The source of exchange rate shall be: <b>Bank of Uganda</b> . The date for the exchange rate shall be: <b><u>Date of bid opening</u></b>

Instructions to Bidders Reference	Data relevant to the ITB
ITB 43.1	<b>Margin of preference:</b> A margin of preference <i>shall</i> apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITB 43.3	<b>Documentary Evidence:</b> The bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: _____
<b>D. Award of Contract</b>	
ITB 48	<b>Variation of Quantities:</b> The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 2%
ITB 53	<b>Advance payment:</b> The Advance Payment shall be limited to 30% percent of the contract price.

## Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: NEMA/SUPLS/25-26/ 00225

---

### A. Evaluation Methodology

#### 1. Methodology Used

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

#### 2. Summary of Methodology

- 2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the bidding document, provided that the bidder is determined to be qualified to perform the contract satisfactorily.
- 2.2 The evaluation shall be conducted in four sequential stages –
  - a. A preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
  - b. A detailed evaluation to determine the technical responsiveness of the eligible and compliant bids;
  - c. A financial comparison to compare the costs of the eligible, compliant, responsive bids received to determine the best evaluated bid; and
  - d. Post qualification to verify that the best evaluated bidder has the capacity and resources to effectively execute the contract.
- 2.3 Failure of a bid at any stage of the evaluation (except financial comparison) shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the detailed evaluation stage.

### B. Preliminary Examination Criteria

#### 3. Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for: -
  - a. Eligible bidders in accordance with ITB Clause 4; and
  - b. Eligible supplies and related services in accordance with ITB Clause 6.
- 3.2 The bidder shall be required to submit the following documentation as evidence of eligibility:
  - a) **a certificate of registration issued by the Authority for bidders currently registered with the Authority**
  - b) **a copy of the Bidder's Trading licence for 2025 or equivalent and a copy of the Bidder's Certificate of Registration**
  - c) **a copy of the Bidders VAT registration or equivalent**
  - d) **a copy of the Bidder's Certificate of Registration or equivalent**

- e) **Valid Income tax clearance certificate for the FY 2024/2025 addressed to NEMA**
- f) **National Social Security Fund (NSSF) clearance certificate up to January, 2026.**
- g) **Experience in delivery of similar procurements in Government Agencies, Ministries and Departments evidenced by award letters, LPO and Agreement Forms**
- h) **Memorandum and Articles of Association of the bidder**
- i) **Return of Allotment of Shares/ Company Form 20 a must.**
- j) **a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;**
- k) **a declaration in the Bid Submission Sheet of nationality of the Bidder;**
- l) **a declaration in the Bid Submission Sheet that the Bidder is not under suspension by the Authority;**

A bidder shall submit the following documents in addition to other administrative eligibility requirements:

**a. For Individual bidders**

- i. A copy of the National Identification Card or Passport.

**b. For Companies**

- i. Return of Allotment of Shares;
- ii. Copies of the National Identification Cards or Passports of the majority shareholders; and
- iii. Company Form 20 for notification of appointed Directors and Company Secretary.

3.3 For a Joint Venture:

The documentation in Section 3.2 shall be required for each member or partner, and a copy of the JV Agreement, which is legally binding on all partners or members, stating that:

- i. The partners or members shall jointly submit a bid;
- ii. The authorized representative of the members or partners who has been granted power of attorney to sign the bid;
- iii. In the event that the bid is successful, the contract shall be executed in the name of the JV and the authorized representative shall sign the contract agreement; and
- iv. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms.

**4. Administrative Compliance Criteria**

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 38.3 and 38.4 by confirmation of availability of the following:

- i. A Bid Submission Sheet in the format provided in Section 4, duly completed and signed by the authorized representative(s) of the bidder;
- ii. Beneficial ownership form;
- iii. Price Schedule;
- iv. Bid Security or Bid Securing Declaration up to 30, June 2026

- v. Written confirmation of authorization to commit the bidder;
- vi. The Code of Ethical Conduct for Bidders and Providers; and
- vii. A Power of Attorney which if drawn and signed in Uganda shall be registered with a competent authority and if drawn and signed outside Uganda shall be notarized; or
- viii. For Joint Venture: A Power of Attorney signed by each of the parties authorizing a representative to conduct all business for and on behalf of the JV during the bidding process, contract signature and contract execution which if drawn and signed in Uganda shall be commissioned and registered with the competent authority and if drawn and signed outside Uganda, shall be notarized and **registered**.

## **C. Detailed Evaluation Criteria**

### **5. Assessment of responsiveness**

The assessment of responsiveness of bids shall be evaluated in accordance with ITB Clause 39. The criteria shall be:

- a. **Acceptance of the conditions of the proposed contract;**
- b. **Inclusion of all cost components required, such as installation, training, inspection or proving, commissioning, in addition to the price of the supplies;**
- c. **Acceptable delivery schedule of not more than four (04) weeks**

### **6. Technical Criteria**

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 39.3.

6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6, and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

## **D. Financial Comparison Criteria**

### **7. Costs to be included in Bid Price**

The financial comparison shall be conducted in accordance with ITB Clause 41. The costs to be included in the bid price are:

- a. The unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;
- b. Taxes, duties and levies.

### **8. Non-cost Factors to be included in Evaluated Price**

The non-cost factors to be included in the evaluated price are:

- a. Adjustment for deviations in the schedule of payment, if applicable.
- b. Adjustment for deviations in the delivery schedule, if applicable.

### **9. Margin of Preference**

9.1 If the BDS specifies a margin of preference to goods manufactured in Uganda for the purpose of bid comparison, the following procedures will apply:

- a. The PDE will first review the bids to confirm the appropriateness of the classification and to identify the bid group classification of each based upon the bidders' declaration of origin.
- b. All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. If, as a result of the preceding comparison, the lowest evaluated bid is from Group B it will be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the ex-factory/ex-warehouse bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award.

### **10. Post qualification**

- 10.1 The PDE shall, where applicable, undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.
- 1) **Evidence of supply of at least three (3) contrasts of similar vehicles to any entity in the last 5 years (2020- to date). Successfully executed by way of recommendation letters addressed to the Head PDU, NEMA**
  - 2) **Audited financial statements for the last 3 years with a positive Return on Equity (ROE) performed by registered auditing firm.**
  - 3). **Evidence of Service centers located in each region (East, North, West, South and Central)- evidenced by contact numbers and location of the premises or partnership agreements in the said regions with reputable/ verifiable service centers, etc.**

## **11. Determination of Best Evaluated Bid or Bids**

- 11.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive, shall be the best evaluated bid. If this Bidding Document includes more than one lot, the best evaluated bid shall be determined separately for each lot.
- 11.2 Notwithstanding paragraph 10.1, if this bidding document allows the award to a single bidder of multiple lots, the PDE shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

## **Additional Evaluation Criteria (If applicable)**

*In addition to the evaluation criteria listed in Section 3, the following criteria may apply for the PDE:*

## **12. Multiple Contracts**

If permitted, additional criteria will be evaluated as follows:

### **12.1 Award Criteria for Multiple Contracts: Lots**

Bidders have the option to bid for any one or more lots. Bids will be evaluated lot- wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the bidder or bidders offering the lowest evaluated cost to the PDE for combined lots, subject to the selected bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

- 12.2 Where there is a limit on the number of lots to be awarded to each bidder, the PDE shall award the lots to the bidder offering the lowest cost for the higher values of the lots.

### **12.3 Packages**

Bidders have the option to bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the bidder or

bidders offering the lowest evaluated cost to the PDE for combined packages, subject to the selected bidder(s) meeting the required qualification criteria for a combination of packages and or lots as the case may be.

### **13. Alternative Bids for Supplies**

Alternative bids will be evaluated as follows: An alternative bid shall be evaluated using the methodology and criteria used to evaluate the main bid to which the alternative bid relates except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in TORs and in accordance with ITB Clause 17.

### **14. Sustainable Procurement**

The SORs details the minimum technical requirements (which may/may not include specific sustainable procurement technical requirements). This considers 3 aspects

- i. Environment (e.g., Energy stars, Eco labels)
- ii. Economy (life cycle costing); and
- iii. Social.

*[If specific **sustainable procurement technical requirements** have been specified in Section VI-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to bid prices for comparison purposes on account of bids that exceed the specified minimum sustainable procurement technical requirements.]*

**Section 4: Bidding Forms**  
**Table of Forms**

Bid Submission Sheet.....	37
Beneficial Ownership Declaration Form.....	39
Code Of Ethical Conduct For Bidders And Providers.....	40
Price Schedule for Supplies and Related Services.....	43
Form of Bid Security (Bank Guarantee).....	40
Form of Bid Security (Bid Bond).....	42
Form of Bid-Securing Declaration .....	44
Manufacturer’s Authorisation.....	45
Supplier/Distributor’s Authorisation.....	46

*[This Bid Submission Sheet should be on the letterhead of the bidder and should be signed by a person with the proper authority to sign documents that are binding on the bidder]*

### **Bid Submission Sheet**

**Date:** *[insert date (as day, month and year) of bid submission]*  
**Procurement Reference No:** *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- b. We offer to supply in conformity with the bidding document and in accordance with the delivery schedule specified in the Statement of Requirements the following supplies and related services *[insert a brief description of the supplies and related services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;
- c. The total price of our bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- d. The discounts offered and the methodologies for their application are:

**Unconditional discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*

**Methodology of application of the unconditional discounts.** The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

**Conditional discounts.** If our bids for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*

**Methodology of application of the conditional discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- e. Our bid shall be valid until the date specified in ITB Sub-Clause 24.1 and it shall remain binding upon us and may be accepted at any time before that date;
- f. We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1

- g. We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the Authority. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]*.
- h. If our bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the contract;
- i. We, including any subcontractors or providers for any part of the contract, have nationals from the following eligible countries *[insert the nationality of the bidder, including that of all parties that comprise the bidder, if the bidder is a JV and the nationality of each subcontractor]*;
- j. We undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the procurement process and the execution of any resulting contract;
- k. 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;
- l. We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the PDE;
- m. We, our affiliates or subsidiaries, including any subcontractors or providers for any part of the contract, have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;
- n. We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

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

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

**In the capacity of** *[insert legal capacity of person signing the bid]*

**Duly authorised to sign the bid for and on behalf of:** *[insert complete name of bidder]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Beneficial Ownership Declaration Form

*This beneficial ownership declaration form issued by The Public Procurement and Disposal of Public Assets Authority to collect beneficial ownership information. The template includes sections to be completed by the bidders.*

<b>Company Identification</b>			
<b>Full legal name of the Bidder (Company or Joint Venture)</b>			
<b>Physical/Contact Address</b>			
<b>Name(s) of Beneficial Owner(s) of the Company/ Joint Venture Companies etc.</b>	<b>Name(s):</b>	<b>Percentage Ownershi p</b>	<b>Gender (M/F)</b>
	1.		
	2.		
	3.		
	4.		
<p>Are any of the beneficial owners Politically Exposed Person (PEP)? <input type="checkbox"/> No <input type="checkbox"/> If Yes;</p> <p>Name:                      .....</p> <p>Public office position and role:                      .....</p> <p>Date when office was assumed.....</p>			
<b>Attestation</b>			
<p>I, undersigned, for and on behalf of the Bidder confirm that all information provided in the above beneficial ownership declaration is accurate and reliable.</p> <p><b>[Name]</b> ..... <b>[Position]</b> ..... <b>[Signature]</b>                      .....</p>			
<b>Beneficial Ownership Definition</b>			
<p><i>“Beneficial owner” means “the natural person who ultimately owns or controls a legal person or arrangement or the natural person on whose behalf a transaction is conducted, and includes those natural persons who exercise ultimate effective control a legal person or arrangement directly or indirectly.”</i></p>			

## **CODE OF ETHICAL CONDUCT FOR BIDDERS AND PROVIDERS**

*(Under Section 127 of the Public Procurement and Disposal of Public Assets Act, Cap 205)*

This Code of Ethical Conduct for Bidders and Providers (the “Code”) sets out the minimum standards expected from the bidders and providers participating in public procurement and disposal processes of Government of Uganda. Failure to comply with the provisions of this Code may lead to suspension of the bidder or provider from being eligible for participating in public procurement and disposal processes or contract award and may result in a contract being terminated.

### **1. Compliance with Applicable Law**

Bidders and providers must operate in full compliance with applicable laws, rules, and regulations.

### **2. Corruption**

Bidders and providers must adhere to the highest standards of moral and ethical conduct and not engage in any form of integrity violations, including, but not limited to, fraud, corruption, coercion, collusion, and obstructive practices.

### **3. Standards**

Bidders and providers shall-

- i. Strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- ii. Comply with the professional standards of their industry or any professional body of which they are members.

### **4. Conflict of interest**

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any PDE.

Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

### **5. Confidentiality and accuracy of information**

Information given by bidders and providers in the course of a procurement and disposal process or the performance of the contracts shall be true, fair and not designed to mislead.

Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

### **6. Gifts and Hospitality**

Bidders and providers shall not offer gifts or extend hospitality directly or indirectly to staff of the PDE that might be viewed by the public as having an influence on their decisions.

## **7. Inducements**

i. Bidders and providers shall not offer or give anything of value to influence the action of public officials in the procurement process or in the contract execution.

ii. Bidders and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or Code of Ethical Conduct in Business.

## **8. Fraudulent Practices**

Bidders and providers shall not-

- i. Collude with the other businesses and organizations with the intention of depriving a PDE of the benefits of free and open competition;
- ii. Enter into business arrangements that might prevent the effective conclusion of a procurement or disposal process in a fair manner;
- iii. Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- iv. Misrepresent or conceal facts in order to influence a procurement and disposal process or the execution of a contract to the detriment of the PDE; or utter false documents;
- v. Unlawfully obtain information relating to a procurement and disposal process in order to influence the process or execution of a contract to the detriment of the PDE; and
- vi. Withhold from giving information to the PDE during contract execution to the detriment of the PDE.

## **9. Labor, Human Rights and Social Responsibility**

### ***Labor***

Bidders and providers must not engage in forced or compulsory labor in all its forms. Bidders and Providers must not employ children below 18 years of age.

Bidders and providers must ensure the payment of wages in legal tender, at regular intervals directly to the employees concerned. Bidders and providers should keep an appropriate record of such payments.

### ***Harassment***

Bidders and providers and their employees must not engage in any form of harassment, including sexual harassment, mental or physical coercion, or verbal abuse of staff of PDEs and contractors including employees.

Bidders and providers should report allegations of harassment or sexual harassment by PDEs staff to the Employer or the Authority. The reporting can be anonymous. Bidders and providers must not dissuade or penalize their employees from reporting harassment or sexual harassment allegations.

### ***Non-discrimination***

Bidders and providers will not engage in unlawful discrimination based on race, color, age, gender, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

**10. Health and Safety Conduct**

Bidders and providers will provide adequate occupational safety training for employees and will identify, assess and control potential exposure to safety hazards. Personal protective equipment and educational materials will be provided where hazards cannot be adequately controlled.

**11. Environmental Policy**

***Environmental Conduct***

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, wherever possible, Bidders and providers will strive to use durable products, reusable products and products (including those used in provision of services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services.

***Pollution prevention and resource reduction***

Bidders and providers will utilize strategies to deliver the product or service that minimises the emissions and discharges of pollutants and generation of waste. Bidders and providers should strive to conserve [scarce] natural resources, including water, fossil fuels, minerals, and virgin forest products.

I (name of the authorised signatory) agree to comply with the above code of ethical conduct of providers and bidders.

.....

.....

...

*AUTHORISED SIGNATORY  
BIDDER/PROVIDER*

*NAME OF THE*

*[This Price Schedule should be signed by a person with the proper authority to sign documents for the bidder. It should be included by the bidder in its bid. The bidder may reproduce this in landscape format but is responsible for its accurate reproduction].*

### Price Schedule for Supplies and Related Services

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

**Procurement Reference No:** *[insert Procurement Reference number]*

**Name of bidder:** *[Insert the name of the bidder]*

1	2	3	4	5	6		8	9
Item	Supplies or Related Services	Country of	Percent of Ugandan as a % of ex-factory price <sup>1</sup>	Quantit (No. of units)	Unit prices <sup>2</sup>		Import Duties, Sales other taxes per unit <sup>2</sup>	Total
					Ex-factory Ex-warehouse	Delivery Incidental Costs		
<i>[insert number of item corresponding to Statement of Requirements]</i>	<i>[insert description name of supplies or related services]</i>	<i>[insert country of origin the</i>	<i>[if the of applies, percentage Ugandan for this item and include the name address of production facility separately below]</i>	<i>[insert number of units this item to be chased]</i>	<i>[insert the unit price of this item, in accordance the stated, but excluding all import and taxes, or payable Uganda]</i>	<i>[insert the unit price delivery in cordance the terms) but excluding all import duties and taxes, paid or payable Uganda]</i>	<i>[insert import duties, paid or payable Uganda this item]</i>	<i>[insert the total price for this item, which should equate to columns 5x(6+7+8)]</i>

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

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

**In the capacity of** *[insert legal capacity of person signing the bid]*

**Duly authorised to sign the bid for and on behalf of:** *[insert complete name of bidder]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*1 In accordance with margin of preference ITB Clause 43, if applicable*

*2 In accordance with ITB Clauses 18 and 19*

*[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the bidder in its bid, if so indicated in the BDS].*

### **Form of Bid Security (Bank Guarantee)**

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

**Procurement Reference No.:** *[insert Procurement Reference number]*

**To:** *[insert complete name of Procuring and Disposing Entity]*

Whereas *[insert complete name of bidder]* (hereinafter “the bidder”) has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the supplies and related services]*, hereinafter called “the bid.”

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Bid Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter “the guarantor”), are bound unto *[insert complete name of the Procuring and Disposing Entity]* (hereinafter “the Procuring and Disposing Entity”) in the sum of *[specify in words and figures the amount and currency of the bid security]*, for which payment well and truly to be made to the aforementioned Procuring and Disposing Entity, the guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are the following:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 24.2; or
2. If the bidder, having been notified of the acceptance of its bid by the Procuring and Disposing Entity, during the period of bid validity, fails or refuses to:
  - a. Sign the contract in accordance with ITB Clause 50; or
  - b. Furnish the Performance Security, in accordance with the ITB Clause 52; or
  - c. Accept the correction of its bid by the Procuring Entity, pursuant to ITB Clause 37;

We undertake to pay the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[Insert date, month and year as per ITB Clause 25.3]* and any demand in respect thereof should be received by the guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub-article 15 (a) is hereby excluded.

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

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*(The bid bond should be on the letterhead of the issuing Insurance Company regulated by the Insurance Regulatory Authority of Uganda and should be signed by a person with the proper authority to sign the Bid bond. The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated).*

**Form of Bid Security (Bid Bond)**

Date: \_\_\_\_\_

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of bidder]* as Principal (hereinafter called “the Principal”), and *[name, and address of Insurance Company]*, authorized to transact business in Uganda as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring and Disposing Entity]* as Obligee (hereinafter called “the Entity”) in the sum of *[amount of Bond]*<sup>3</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_, for the *[subject of procurement]* (hereinafter called the “bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a. Withdraws its bid prior to the bid validity expiry date set forth in the Principal’s Letter of bid, or any extended date provided by the Principal; or
- b. Having been notified of the acceptance of its bid by the Entity prior to the expiry date of the bid validity or any extension thereto provided by the Applicant has failed to:
  - i. Execute the contract Agreement; or
  - ii. Furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Entity’s bidding document.

Then the Surety undertakes to immediately pay to the Entity the above amount upon receipt of the Entity’s first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to ..... set forth in the Principal’s Letter of bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

*3 The amount of the Bond shall be denominated in the currency indicated in the bidding document.*

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Corporate Seal/ Stamp (where appropriate) Corporate Seal/ Stamp (where appropriate)

\_\_\_\_\_

\_\_\_\_\_

*(Signature)*

*(Si*

*gnature)*

*(Printed name and title) (Printed name and title)*

[Use  
bidder's  
Letterhead]

[Name of  
bidder]

[Physical Address of bidder]  
**Form of Bid-Securing Declaration**

**Date:** *[insert date (as day, month and year)]*

**Subject of procurement and Reference No.:** *[insert Procurement Reference Number of bidding process]*

To: *[insert complete name of Procuring and Disposing Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that we will automatically be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation(s) under the bid conditions, because we:
  - a. Have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
  - b. Having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 52; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 37;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or (ii) upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

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

**In the capacity of** *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

**Duly authorized to sign the bid securing declaration for and on behalf of:** *[insert complete name of bidder]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

\*Please delete as appropriate

*[This authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorisation. It should be included by the bidder in its bid, if so indicated in the BDS].*

### **Manufacturer's Authorisation**

**Date:** *[insert date (as day, month and year) of bid submission]*  
**Procurement Reference No.:** *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of supplies manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of bidder]* to submit a bid in relation to the bidding document indicated above, the purpose of which is to provide the following supplies, manufactured by us *[insert name or brief description of the supplies]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the supplies offered by the above firm in reply to the Invitation for bids.

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

**Name:** *[insert complete name of person signing the Manufacturer's Authorisation]*

**In the capacity of** *[insert legal capacity of person signing the Manufacturer's Authorisation]*

**Duly authorised to sign the Manufacturer's Authorisation for and on behalf of:** *[insert complete name of Manufacturer]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*[This authorisation should be on the letterhead of the Supplier and should be signed by a person with the proper authority to sign such an authorisation. It should be included by the bidder in its bid, if so indicated in the BDS].*

## **Supplier/Distributor's Authorisation**

**Date:** *[insert date (as day, month and year) of bid submission]*  
**Procurement Reference No.:** *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert complete name of Supplier, address, type of supplies authorised by the manufacturer and name of manufacturer]*, do hereby authorise *[insert complete name of bidder]* to submit a bid in relation to the bidding document indicated above, the purpose of which is to provide the following supplies, supplied/distributed by us *[insert name or brief description of the supplies]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the supplies offered by the above firm in response to the Invitation for bids.

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

**Name:** *[insert complete name of person signing the Supplier/Distributor's Authorisation]*

**In the capacity of** *[insert legal capacity of person signing the Supplier/Distributor's Authorisation]*

**Duly authorised to sign the Supplier/Distributor's Authorisation for and on behalf of:** *[insert complete name of Supplier]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Section 5: Eligible Countries

**Procurement Reference Number:** \_\_\_\_\_

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

- a. as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of supplies or related services required; or
- b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of supplies from that country or any payments to persons or entities in that country.

**PART 2: Statement of Requirements Section 6: Statement of Requirements**

**Contents**

- 1. List of Supplies and Related Services ..... 49
- 2. Delivery and Completion Schedule..... 50
- 3. Specification and Compliance Sheet ..... 51
- 4. Drawings ..... 53
- 5. Inspections and Tests..... 54

## 1.List of Supplies and Related Services

Procurement Reference Number: NEMA/SUPLS/25-26/ 00037

Item number	Brief Description of Supplies and Related Services	Quantity	Unit of Measure	Price per Unit	Amount
Lot 01(a)	Station Wagons not exceeding 2800CC	01	No		
Lot -01(a)	Station Wagons not exceeding 4200CCC	01	No		
Lot 01(b)	Double Cabin pickups not exceeding 2800CC	01	No		

The attached commodity specific conditions will form an integral part of any resulting contract.

## 2. Delivery and Completion Schedule

**Procurement Reference Number: NEMA/SUPLS/25-26/ 00225**

The delivery or completion period shall commence from the date of contract signature and effectiveness.

Refer to the Incoterm in the GCC 26 for the interpretation of the delivery period.

<b>Item number</b>	<b>Brief Description of Supplies or Related Services</b>	<b>Delivery/ Completion Period (days/wks/ mths)</b>	<b>Delivery Point/ Site</b>
01	Supply of a minibus not exceeding 4200C	four (04) weeks	NEMA House, Jinja Road

### 3. Specification and Compliance Sheet

**Procurement Reference Number: NEMA/SUPLS/25-26/ 00225**

*Column b states the minimum technical specification of the item(s) required by the Procuring and Disposing Entity.*

*The bidder is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance.*

*Column d provides the technical literature of the specification offered.*

**NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY  
TECHNICAL SPECIFICATIONS FOR MINI BUS WITH ENGINE CAPACITY NOT  
EXCEEDING 4200cc**

No.	Minimum technical specification required by the Procuring Entity	Compliance of specification Offered the bidder	Technical literature on specification offered in column c
1.	Mini Bus: High Roof; Right Hand Drive (RHD); fully tropicalized.		
2.	Year of manufacture: $\geq 2025$ – most recent of the current model		
3.	Country of manufacture		
4.	Engine: water cooled diesel engine of capacity not exceeding 4200cc.		
5.	Power output at rated rpm: 95 kW (minimum)		
6.	Torque output at rated rpm: 285Nm (minimum)		
7.	Transmission: Manual, minimum 5 speed forward and 1 reverse.		
8.	Brakes: Heavy duty braking system with ABS.		
9.	Suspension system: Tropicalized		
10.	Steering system: Hydraulic power steering.		
11.	Seat Upholstery: fabric		
12.	Multimedia System: FM/AM radio.		
13.	Air Conditioning system.		
14.	SRS Airbags: Driver + Front passengers		
15.	Wheel Base: 3930mm (minimum)		
16.	Overall width: 2080mm (minimum)		
17.	Overall length: 6900 (minimum)		
18.	Ground clearance: 185mm (minimum)		
19.	Cabin windows with sliding glasses on all sides with easy access for window		

	seat passengers.		
20	Fuel tank capacity: 90 liters (minimum)		
21	Legal lighting.		
22	Tyres and Rims size: minimum R17 inch rims size with full size spare tyre.		
23	Seating capacity: minimum 30 adult persons with seat belts.		
24	Essential tools for routine maintenance, fire extinguisher and first aid kit.		
25	Original manufacture's published technical brochures for a standard production model offered.		
26	Full vehicle scheduled maintenance service for the first 50,000km (state applicable schedule and description of related services). Cost included in that of supply of the vehicle.		
27	Warranty: Minimum 100,000 km or 3 years whichever comes first.		
28	Inspection before delivery.		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. bidders must complete column c or the bid will be rejected. **Bidders are required to use column d to include technical literature to support the details provided in column c.**

#### 4. Drawings

Procurement Reference Number: \_\_\_\_\_

List of related Drawings		
Drawing number	Drawing name	Purpose

## 5.Inspections and Tests

Procurement Reference Number: \_ NEMA/SUPLS/25-26/ 00225

<b>List of Inspections and Tests</b>	
Items subject to Inspection and Tests;	All
Type of inspection or tests and the standards to be met;	Pre verification and post verification by the NEMA technical staff and MOWs
Location of the inspection or tests;	Pre verification- the service provider's premise. Post verification- at NEMA premise.
Inspection agency;	Ministry of Works
Timing of the inspection;	Before and after delivery
Notifications or documentation required from the provider;	Delivery Notes. Log books. Insurance Policy. Manual (in English). Invoice.
Provision of any samples for inspection;	A must before delivery
Cost of the inspection;	To be met by the provider.
Arrangements and costs for any re-inspection required;	To Be met by the provider.
The bidders should also state the details of the composition of the routine for 50,000km on the separate sheet.	To Be met by the provider.
Vehicle registered in the names of National Environment Management Authority with <b>Blue</b> number plates (Authority number) with third party Insurance for 12 months.	To Be met by the provider.
<input type="checkbox"/> Operator Manual in English <input type="checkbox"/> Maintenance Manual in English	To Be met by the provider.
Any other relevant details.	NA

## **PART 3: Contract**

### **Section 7: General Conditions of Contract for the Procurement of Supplies**

#### **Table of Clauses**

1.	Definitions	57
2.	Contract Documents	57
3.	Corrupt Practices	58
4.	Interpretation	58
5.	Language	59
6.	Joint Venture	59
7.	Eligibility	59
8.	Notices	60
9.	Governing Law	60
10.	Settlement of Disputes	60
11.	Scope of Supply	60
12.	Delivery and Documents	60
13.	Provider's Responsibilities	60
14.	Procuring and Disposing Entity's Responsibilities	60
15.	Contract Price	61
16.	Terms of Payment	61
17.	Advance Payment Security	61
18.	Taxes and Duties	61
19.	Performance Security	62
20.	Copyright	62
21.	Confidential Information	62
22.	Subcontracting	63
23.	Specifications and Standards	63
24.	Packing and Documents	63
25.	Insurance	64
26.	Transportation	64
27.	Inspections and Tests	64
28.	Liquidated Damages	65
29.	Warranty	65
30.	Patent Indemnity	65
31.	Limitation of Liability	66
32.	Change in Laws and Regulations	66

33. Force Majeure	67
34. Change Orders and Contract Amendments	67
35. Extensions of Time	67
36. Termination	68
37. Assignment	69

## **Section 7: General Conditions of Contract for the Procurement of Supplies**

### **1. Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

- a. “Completion” means the fulfilment of the related services by the provider in accordance with the terms and conditions set forth in the contract.
- b. “Contract” means the Agreement entered into between the PDE and the provider, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- c. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- d. “Contract Price” means the price payable to the provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- e. “Day” means working day.
- f. “Delivery” means the transfer of the supplies from the provider to the PDE in accordance with the terms and conditions set forth in the contract.
- g. “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- h. “GCC” means the General Conditions of Contract.
- i. “Procuring and Disposing Entity” means the entity purchasing the supplies and related services, as specified in the Agreement.
- j. “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the PDE and is named as such in the Agreement, and includes the legal successors or permitted assigns of the provider.
- k. “Related Services” means the services incidental to the provision of supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the provider under the contract.
- l. “SCC” means the Special Conditions of Contract.
- m. “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the supplies to be provided or execution of any part of the related services is subcontracted by the provider.
- n. “Supplies” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.
- o. “The Site,” where applicable, means the place named in the SCC.
- p. “Tribunal” means the Tribunal established under the Public Procurement and Disposal of Public Assets Act, Cap 205.

### **2. Contract Documents**

- 2.1 The documents forming the contract shall be interpreted in the following order of priority:
  - a. Agreement,
  - b. Special Conditions of Contract,
  - c. General Conditions of Contract,

- d. Statement of Requirements,
- e. The provider's bid and any changes agreed to by the provider and the PDE
- f. Any other document listed in the SCC as forming part of the contract.

2.2 Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### **3. Corrupt Practices**

3.1 It is the Government of Uganda's policy to require that PDEs, as well as bidders and providers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "Corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution; and
  - ii. "Fraudulent practice" includes a misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the PDE, and includes collusive practices among bidders prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition;
  - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- b. Will suspend a firm for a stated period of time, from being awarded a government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a government funded contract.

3.2 The provider shall permit the Government of Uganda to inspect the provider's accounts and records relating to the performance of the provider and to have them audited by auditors appointed by the Government of Uganda, if so, required by the Government.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the PDE may terminate a contract for supplies if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the PDE or of a provider, during the procurement or the execution of that contract, in accordance with GCC 36.1.

### **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- a. Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- b. EXW, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce as specified in the SCC.

### **4.3 Entire Agreement**

The contract constitutes the entire agreement between the PDE and the provider and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of the contract.

### **4.4 Amendment**

No amendment or other variation of the contract shall be valid unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorised representative of each party thereto.

### **4.5 Non-waiver**

- a. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the contract, neither shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
- b. Any waiver of a party's rights, powers, or remedies under the contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### **4.6 Severability**

If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

## **5. Language**

5.1 The contract as well as all correspondence and documents relating to the contract exchanged by the provider and the PDE, shall be written in English unless specified otherwise in the SCC. Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the contract, this translation shall govern.

5.2 The provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **6. Joint Venture**

Unless otherwise specified in the SCC, if the provider is a Joint Venture (JV) all of the parties shall be jointly and severally liable to the PDE for the fulfilment of the provisions of the contract and shall act through the authorised representative to bind the JV. The composition or the constitution of the JV shall not be altered without the prior consent of the PDE.

## **7. Eligibility**

7.1 The provider and its Subcontractors shall have the nationality of an eligible country. A provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All supplies and related services to be supplied under the contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the supplies have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly

## **8. Notices**

8.1 Any notice given by one party to the other pursuant to the contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## **9. Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise specified in the SCC.

## **10. Settlement of Disputes**

10.1 The PDE and the provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract or interpretation thereof.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution as specified in the SCC.

## **11. Scope of Supply**

11.1 The supplies and related services to be provided shall be as specified in the Statement of Requirements.

11.2 The Supply shall include all such items not specifically mentioned in the contract but that can be reasonably inferred from the contract as being required for attaining delivery and completion of the supplies and related services as if such items were expressly mentioned in the contract.

## **12. Delivery and Documents**

Subject to GCC Sub-Clause 33.1, the delivery of the supplies and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.

## **13. Provider’s Responsibilities**

The provider shall provide all the supplies and related services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

## **14. Procuring and Disposing Entity’s Responsibilities**

14.1 Whenever the provision of supplies and related services requires that the provider obtain permits, approvals, and import and other licenses from local public authorities in Uganda, the PDE shall, if so required by the provider, make its best effort to assist the provider in complying with such requirements in a timely and expeditious manner.

14.2 The PDE shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

## **15. Contract Price**

The contract price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be specified in the SCC.

## **16. Terms of Payment**

16.1 The contract price shall be paid as specified in the SCC.

16.2 The provider's request for payment shall be made to the PDE in writing, accompanied by invoices describing, as appropriate, the supplies delivered and related services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the contract.

16.3 Unless otherwise specified in the SCC, payments shall be made promptly by the PDE, no later than thirty (30) days after submission of an invoice or request for payment by the provider, and its certification by the PDE.

16.4 The currency or currencies in which payments shall be made to the provider under this contract shall be specified in the SCC.

## **17. Advance Payment Security**

17.1 Unless otherwise stated in the SCC, where any payment is made in advance of delivery of any supplies or related services, payment of the advance payment shall be made against the provision by the provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

17.2 Should the advance payment security cease to be valid and the provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the PDE from future payments due to the provider under the contract.

17.3 If a contract is terminated for any reason, the security securing the advance may be invoked in order to recover the balance of the advance still owed by the provider.

## **18. Taxes and Duties**

18.1 Except as otherwise specifically provided in the SCC, the provider shall bear and pay all taxes, import duties, and levies imposed on the provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the supplies and related services to be supplied under the contract.

18.2 Notwithstanding GCC Sub-Clause 18.1, and unless otherwise specified in the SCC, the PDE shall bear and promptly pay all taxes, import duties, and levies imposed by law in Uganda on the supplies and related services when such supplies and related services are supplied from and delivered or completed outside Uganda.

18.3 If any tax exemptions, reductions, allowances or privileges may be available to the provider in Uganda, the PDE shall use its best efforts to enable the provider to benefit from any such tax savings to the maximum allowable extent.

18.4 For the purpose of the contract, it is agreed that the contract price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called “tax” in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the contract, which was or will be assessed on the provider, its subcontractors, or their employees in connection with performance of the contract, an equitable adjustment to the contract price shall be made to fully take into account any such change by addition to or reduction from the contract price, as the case may be.

## **19. Performance Security**

19.1 If so stated in the SCC, the provider shall, within twenty-one (21) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the PDE.

19.2 The proceeds of the Performance Security shall be payable to the PDE as compensation for any loss resulting from the provider’s failure to complete its obligations under the contract.

19.3 The Performance Security shall be in one of the forms stipulated by the PDE in the SCC, or in another form acceptable to the PDE.

19.4 The Performance Security shall be discharged by the PDE and returned to the provider not later than twenty-eight (28) days following the date of completion of the provider’s performance obligations under the contract, including any warranty obligations, unless specified otherwise in the SCC.

## **20. Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to the PDE by the provider herein shall remain vested in the provider, or, if they are furnished to the PDE directly or through the provider by any third party, including providers of materials, the copyright in such materials shall remain vested in such third party.

## **21. Confidential Information**

21.1 The PDE and the provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract. Notwithstanding the above, the provider may furnish to its subcontractor such documents, data, and other information it receives from the PDE to the extent required for the subcontractor to perform its work under the contract, in which event the provider shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the provider under GCC Clause 21.

21.2 The PDE shall not use such documents, data, and other information received from the provider for any purposes unrelated to the contract. Similarly, the provider shall not use such documents, data, and other information received from the PDE for any purpose other than the design, procurement, or other work and services required for the performance of the contract.

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

- a. The PDE or provider need to share with any institution participating in the financing of the contract;
- b. Now or hereafter enters the public domain through no fault of that party;
- c. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the contract in respect of the Supply or any part thereof.

21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the contract.

## **22. Subcontracting**

22.1 The provider shall notify the PDE in writing of all subcontracts awarded under the contract if not already specified in the bid. Subcontracting shall in no event relieve the provider from any of its obligations, duties, responsibilities, or liability under the contract.

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **23. Specifications and Standards**

### **23.1 Technical Specifications and Drawings**

- a. The provider shall ensure that the supplies and related services comply with the technical specifications and other provisions of the contract.
- b. The provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the PDE, by giving a notice of such disclaimer to the PDE.
- c. The supplies and related services supplied under this contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the supplies.

23.2 Wherever references are made in the contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During contract execution, any changes in any such codes and standards shall be applied only after approval by the PDE and shall be treated in accordance with GCC Clause 34.

## **24. Packing and Documents**

24.1 The provider shall provide such packing of the supplies as is 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 supplies' final destination and the absence of heavy handling facilities at all points in transit.

24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the PDE.

## **25. Insurance**

Unless otherwise specified in the SCC, the supplies provided under the contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterm or in the manner specified in the SCC.

## **26. Transportation**

Responsibility for transportation of the supplies shall be in accordance with the Incoterm specified in the SCC.

## **27. Inspections and Tests**

27.1 The provider shall at its own expense and at no cost to the PDE carry out all such tests and/or inspections of the supplies and related services as are specified in the Statement of Requirements.

27.2 The inspections and tests may be conducted on the premises of the provider or its subcontractor, at point of delivery, and/or at the supplies' final destination, or in another place in Uganda as specified in the Statement of Requirements. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the provider or its subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PDE.

27.3 The PDE or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the PDE bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

27.4 Whenever the provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the PDE. The provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the PDE or its designated representative to attend the test and/or inspection.

27.5 The PDE may require the provider to carry out any test and/or inspection not required by the contract but deemed necessary to verify that the characteristics and performance of the supplies comply with the technical specifications' codes and standards under the contract, provided that the provider's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the contract price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the provider's performance of its other obligations under the contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

27.6 The provider shall provide the PDE with a report of the results of any such test and/or inspection.

27.7 The PDE may reject any supplies or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The provider shall either rectify or replace such rejected supplies or parts thereof or make alterations necessary to meet the specifications at no cost to the

PDE, and shall repeat the test and/or inspection, at no cost to the PDE, upon giving a notice pursuant to GCC Sub-Clause 27.4.

27.8 The provider agrees that neither the execution of a test and/or inspection of the supplies or any part thereof, nor the attendance by the PDE or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the provider from any warranties or other obligations under the contract.

## **28. Liquidated Damages**

If so stated in the SCC and except as provided under GCC Clause 33, if the provider fails to deliver any or all of the supplies or perform the related services within the period specified in the contract, the PDE may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the contract price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the PDE may terminate the contract pursuant to GCC Clause 36.

## **29. Warranty**

29.1 The provider warrants that all the supplies are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

29.2 Subject to GCC Sub-Clause 23.1, the provider further warrants that the supplies shall be free from defects arising from any act or omission of the provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Uganda.

29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the supplies, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

29.4 The PDE shall give notice to the provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The PDE shall afford all reasonable opportunity for the provider to inspect such defects.

29.5 Upon receipt of such notice, the provider shall, within two weeks or such other period specified in the SCC, expeditiously repair or replace the defective supplies or parts thereof, at no cost to the PDE.

29.6 If having been notified, the provider fails to remedy the defect within the period specified in Sub-Clause 29.5, the PDE may proceed to take within a reasonable period such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the PDE may have against the provider under the contract.

## **30. Patent Indemnity**

30.1 The provider shall, subject to the PDE's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the PDE and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the PDE may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark,

copyright, or other intellectual property right registered or otherwise existing at the date of the contract by reason of:

- a. The installation of the supplies by the provider or their use in Uganda or where the site is located; and
- b. The sale in any country of the products produced by the supplies.

Such indemnity shall not cover any use of the supplies or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the supplies or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the provider, pursuant to the contract.

30.2 If any proceedings are brought or any claim is made against the PDE arising out of the matters referred to in GCC Sub-Clause 30.1, the PDE shall promptly give the provider a notice thereof, and the provider may at its own expense and in the PDE's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3 If the provider fails to notify the PDE within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the PDE shall be free to conduct the same on its own behalf.

30.4 The PDE shall, at the provider's request, afford all available assistance to the provider in conducting such proceedings or claim, and shall be reimbursed by the provider for all reasonable expenses incurred in so doing.

30.5 The PDE shall indemnify and hold harmless the provider and its employees, officers, and subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the PDE.

### **31. Limitation of Liability**

Except in cases of gross negligence or willful misconduct:

- a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay liquidated damages to the PDE; and
- b. The aggregate liability of the provider to the PDE, whether under the contract, in tort, or otherwise, shall not exceed the total contract value or such other amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify the PDE with respect to patent infringement.

### **32. Change in Laws and Regulations**

Unless otherwise specified in the contract, if after the date of the bidding document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or

application by the competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the provider has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### **33. Force Majeure**

33.1 The provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure

33.2 For purposes of this Clause, “force majeure” means an event or situation beyond the control of the provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the provider. Such events may include, but not be limited to, acts of the Government of Uganda in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

33.3 If a force majeure situation arises, the provider shall promptly notify the PDE in writing of such condition and the cause thereof. Unless otherwise directed by the PDE in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **34. Change Orders and Contract Amendments**

34.1 The PDE may at any time order the provider through notice in accordance with GCC Clause 8, to make changes within the general scope of the contract in any one or more of the following:

- a. Drawings, designs, or specifications, where supplies to be furnished under the contract are to be specifically manufactured for the PDE;
- b. The method of shipment or packing;
- c. The place of delivery; and
- d. The related services to be provided by the provider.

34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the provider’s performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or in the Delivery/Completion Schedule, or both, and the contract shall accordingly be amended. Any claims by the provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the provider’s receipt of the PDE’s change order.

34.3 Prices to be charged by the provider for any related services that might be needed but which were not included in the contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

### **35. Extensions of Time**

35.1 If at any time during performance of the contract, the provider or its subcontractors

should encounter conditions impeding timely delivery of the supplies or completion of related services pursuant to GCC Clause 12, the provider shall promptly notify the PDE in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the provider's notice, the PDE shall evaluate the situation and may at its discretion extend the provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

35.2 Except in case of force majeure, as provided under GCC Clause 33, a delay by the provider in the performance of its delivery and completion obligations shall render the provider liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

## **36. Termination**

36.1 The PDE may, by not less than thirty days written notice of termination to the provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 36.1 (a) to (g), terminate the contract if:

- a. The provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the parties in writing;
- b. The provider becomes, or if any of the provider's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;
- c. The provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 10.2 hereof;
- d. The provider submits to the PDE a statement which has a material effect on the rights, obligations or interests of the PDE and which the PDE knows to be false;
- e. The provider is unable, as a result of force majeure, to perform a material portion of the Services for a period of not less than sixty days;
- f. The PDE, in its sole discretion and for any reason whatsoever, decides to terminate the contract;
- g. The provider, in the judgment of the PDE, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the contract; or
- h. Where the Tribunal directs that a contract should be terminated.

36.2 The provider may, by not less than thirty days' written notice to the PDE, such notice to be given after the occurrence of any of the events specified in GCC Clause 36.2 (a) to (d) terminate the contract if:

- a. The PDE is in material breach of its obligations pursuant to the contract and has not remedied the same within thirty days (or such longer period as the provider may have subsequently approved in writing) following the receipt by the PDE of the provider's notice specifying such breach;
- b. The provider is unable, as a result of force majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- c. The PDE fails to comply with any final decision reached as a result of arbitration

pursuant to GCC Clause 10.2 hereof.

36.3 If either party disputes whether an event specified GCC Clauses 36.1 or GCC Clause 36.2 has occurred, such party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 10.2 and the contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**37. Assignment**

Neither the PDE nor the provider shall assign, in whole or in part, their obligations under this contract, except with the prior written consent of the other party.

## Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions
	<b>Reference Number:</b> The procurement reference number is: <b>NEMA/SUPLS/25-26/00225</b>
<b>GCC 1(g)</b>	<b>Eligible Countries:</b> The Eligible Countries are those listed in Section 5 of the bidding document.
<b>GCC 1(o)</b>	<b>Site:</b> The Site for delivery of the supplies is: <b><u>NEMA</u></b>
<b>GCC 2.1(f)</b>	<b>Contract Documents:</b> The other documents forming part of the contract are: <b><u>Provider's Bid.</u></b>
<b>GCC 4.2 (b)</b>	<b>Incoterms:</b> The version of Incoterms shall be: <b>2020</b>
<b>GCC 5.1</b>	<b>Language:</b> The language shall be: <b>English.</b>
<b>GCC 6</b>	<b>Joint Venture:</b> The firms in a JV <i>shall</i> jointly and severally liable.
<b>GCC 8.1</b>	<p><b>Notices:</b> The PDE's address shall be:  <b>The Accounting Officer/ His or Her Representative</b>  <b>Procurement &amp; Disposal Unit, 2<sup>nd</sup> Floor, Room 208</b>  <b>National Environment Management Authority</b>  <b>Plot 17/19/21, Jinja Road, NEMA House,</b>  <b>P.O. Box 22255 Kampala, Uganda</b>  <b>Tel: 256-414-251064/5/8</b>  <b>Email: <a href="mailto:procurement@nemaug.org">procurement@nemaug.org</a></b></p> <p>For <b>notices</b>, the provider's address shall be: Attention:  Street Address:  Floor/Room number:  Town/City:  P. O. Box:  Country:  Telephone:  Email address:</p>
<b>GCC 9</b>	<b>Law:</b> The Governing law shall be the law of Uganda
<b>GCC 10.2</b>	<p><b>Dispute settlement:</b> The procedure for settling disputes shall be <b><u>Arbitration and Conciliation Act, Cap 5 of Uganda.</u></b></p> <p><i>(Insert the formal dispute settlement mechanism preferred)</i></p>

GCC 12	<p><b>Delivery:</b> Date of delivery shall be: <b><u>Within four(04) weeks from date of contract signing</u></b> The shipping and other documents to be furnished by the provider are:</p> <ol style="list-style-type: none"> <li>1. <b>Delivery Note.</b></li> <li>2. <b>Invoice.</b></li> </ol> <p>The point of delivery shall be: <b>NEMA House, Jinja Road</b></p>
GCC 15	Price adjustment: <b>The price adjustment shall be: fixed price</b>
GCC 16.1	Payment structure: The structure of payments shall be: <b>100% after delivery</b>
GCC 16.3	Payment Period: The payment period shall be: <b>within 30 days after submission of invoice</b>
GCC 16.4	Currency: The currency(ies) for payments shall be: Ugandan shillings only
GCC 17.1	<p><b>Advance Payment Guarantee:</b> An advance payment guarantee shall be required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: <b>Three Months.</b></p>
GCC 18.1	<p><b>Taxes and duties:</b> The provider shall be responsible for all taxes, import duties and levies imposed on the provider except for the following:</p> <p style="text-align: center;"><b>N/A</b></p>
GCC 18.2	<p><b>Taxes and duties:</b> The PDE shall be responsible for all taxes, import duties and levies imposed by law in Uganda on the supplies except for the following: <b>NA</b></p>
GCC 19.1	<p><b>Performance Security:</b> A Performance Security be required. The form of acceptable performance security shall be on demand, irrevocable and an unconditional bank guarantee issued by a reputable commercial Bank regulated by bank of Uganda.</p> <p>The amount of the Performance Security shall be: of Uganda</p> <p>The amount of the Performance Security shall be: <b>10% of Contract sum</b></p> <p><b>The currency shall be: Ugandan shillings</b></p>
GCC 19.3	<p><b>Performance Security:</b> The forms of acceptable Performance Securities are: <b>Bank Guarantee a reorganized Commercial Bank in Uganda</b></p>
GCC 19.4	<p>Discharge of the Performance Security shall take place: <b>Upon completion of contract obligations:</b></p>
GCC 24.2	<p><b>Packing and Documents:</b> The packing, marking and documentation within and outside the packages shall be: <b>National Environment Management Authority (NEMA)</b></p>
GCC 25	<p><b>Comprehensive insurance</b> coverage shall be required:</p>

	The period of coverage of comprehensive insurance shall be: <b>One (1)</b> Where insurance coverage is required, the supplies shall be insured 110% of the total contract value.
<b>GCC 26</b>	<b>Transportation:</b> The INCOTERMS shall be: <b><u>DDP NEMA HQRS, Jinja Road</u></b>

GCC clause reference	Special Conditions
GCC 28	Liquidated Damages <b>shall apply</b> . The liquidated damage shall be: <b>0.05%</b> per week The maximum amount of liquidated damages shall be: <b>10%</b> of the contract price.
GCC 29.3	<b>Warranty:</b> The period of validity of the Warranty shall be: <b>24 months</b> _____
GCC 29.5	<b>Repair or Replacement:</b> The period within which the provider shall repair or replace defective supplies shall be: <b>14 (Fourteen) calendar days</b>
GCC 31(b)	<b>Liability:</b> The amount of aggregate liability shall be: <b>100%</b>

## Section 9: Contract Forms

### Table of Forms

Contract Agreement	75
Performance Security	78
Environmental and Social (ES) Performance Security	79
Performance Bond	82
Performance Securing Declaration	84
Advance Payment Security	86
Conditional Advance Payment Bond	88

**Contract Agreement**

**Procurement Reference No:**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Procuring and Disposing Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the provider”), of the other part:

WHEREAS the Procuring and Disposing Entity invited bids for certain supplies and related services, viz., \_\_\_\_\_ and has accepted a bid by the provider for the provision of those supplies and related services in the sum of \_\_\_\_\_ (hereinafter “the contract price”).

**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. The documents forming the contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
3. In consideration of the payments to be made by the Procuring and Disposing Entity to the provider as indicated in this Agreement, the provider hereby covenants with the Procuring and Disposing Entity to provide the supplies and related services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Procuring and Disposing Entity hereby covenants to pay the provider in consideration of the provision of the supplies and related services and the remedying of defects therein, the contract price \_\_\_\_\_ or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

5. The contract price or such other sum as may be payable shall be paid \_\_\_\_\_ in Uganda Shillings, \_\_\_\_\_ in \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_.

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 Procuring and Disposing Entity)

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

In the presence of:

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

Signed by \_\_\_\_\_ (for the provider)

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

In the presence of:

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

*[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]*

**Performance Security**

**Date:** *[insert date (as day, month, and year) of Performance Security]*

**Procurement Reference No:** *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert name complete of provider]* (hereinafter “the provider”) has undertaken, pursuant to contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the supplies and related services]* (hereinafter “the contract”).

AND WHEREAS it has been stipulated by you in the aforementioned contract that the provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the provider’s performance obligations in accordance with the contract.

AND WHEREAS the undersigned *[insert complete name of guarantor]*, legally domiciled in *[insert complete address of guarantor]*, (hereinafter the “guarantor”), have agreed to give the provider a security:

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the provider to be in default under the contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

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

**Name:** *[insert complete name of person signing the Performance Security]*

**In the capacity of** *[insert legal capacity of person signing the Performance Security]*

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

Duly authorised to sign the Performance Security for and on behalf of:  
*[insert complete name of Financial Institution]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Environmental and Social (ES) Performance Security**

*[The Environmental and Social Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the contract price specified in the contract, and should be denominated either in the currency(ies) of the contract or in a freely convertible currency acceptable to the Procuring and Disposing Entity].*

**Date:** *[insert date (as day, month and year) of ES Performance Security]*

**Procurement Reference No:** *[insert Procurement Reference Number]*

To: *[insert complete name and address of Procuring and Disposing Entity]*

WHEREAS *[insert name and address of contractor]* (hereinafter called “the contractor”) has undertaken, pursuant to the contract referenced above, dated *[insert date (as day, month and year) of contract]* to execute *[insert brief description of supplies]* (hereinafter called “the contract”);

AND WHEREAS it has been stipulated by you in the aforementioned contract that the provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the provider’s performance obligations in accordance with the contract;

AND WHEREAS the undersigned *[insert complete name of guarantor]*, legally domiciled in *[insert complete address of guarantor]*, (hereinafter the “guarantor”}, have agreed to give the contractor a security;

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of *[insert currency and amount of guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any

such change, addition, or modification.

This guarantee shall remain in force up to and including \* *[insert date:day, month, year]*

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 758, except that sub-article 15(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

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

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

– Dated on day of, *[insert date of signing]*

*\*Insert the date twenty eight (28) days after the intended completion date as stated in SCC 22.1. In the event of an extension of the intended completion date, the Entity shall request for an extension of this guarantee from the contractor. The request for extension shall be in writing and must be made prior to the expiration date stated in the guarantee.*

*(The Performance Bond should be on the letterhead of the issuing Insurance Company regulated by the Insurance Regulatory Authority of Uganda and should be signed by a person with the proper authority to sign the Performance Bond. The Surety shall fill in this Performance Bond Form in accordance with the instructions indicated).*

**Performance Bond**

By this Bond *[insert name of bidder]* as Principal (hereinafter called “the provider”) and *[insert name of Insurance Company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Procuring and Disposing Entity]* as Obligee (hereinafter called “the Entity”) in the amount of *[insert the currency, amount in words and figures]*, for the payment of which sum well and truly to be made, the Entity and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Entity has entered into a written Agreement with the Entity dated the day of, 20, for *[name the subject of procurement]* which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the contract.

NOW, THEREFORE, the condition of this Obligation is such that, if the provider promptly and faithfully performs the said contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the provider shall be, and declared by the Entity to be, in default under the contract, the Surety shall promptly pay the Entity the amount required to complete the contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Entity named herein.

In testimony whereof, the provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of \_\_\_\_\_20\_\_.

**SIGNED ON** on behalf of  
.....  
By in the capacity of

.....  
In the presence of  
.....

**SIGNED ON** on behalf of  
.....  
By in the capacity of  
.....

In the presence of  
.....

**Performance Securing Declaration**

(  
U  
s  
e  
p  
r  
o  
v  
i  
d  
e  
r  
,  
s  
L  
e  
t  
t  
e  
r  
h  
e  
a  
d  
)  
(  
N  
a  
m  
e  
o  
f  
p  
r  
o  
v  
i  
d  
e  
r  
)

(Physical Address of provider)

**Date:** *(Insert day, month, and year)*

**Subject of procurement and Ref number:** *(insert subject and reference number of procurement)*

**To:**

The Accounting Officer,  
*(Insert complete name of Procuring and Disposing Entity)*

I/We\*, the undersigned, declare as follows:

1. I/We\* understand that, according to the conditions of the contract, I/We\* must submit a Performance Securing Declaration valid until successful completion of the contract.
  
2. I/We\* accept that we shall be suspended by the Authority from being eligible for bidding in any public procurement or disposal process of Government for a period of three years if I/We\*:
  - i. Have failed to perform contractual obligations under this contract;  
or
  - ii. Upon occurrence of any of the events and circumstances under the conditions of contract for which the contract is terminated arising from our default under this contract.

3..... T  
his Performance Securing Declaration shall cease to be valid until  
.....  
*[insert date]* or upon of the completion of the contract or expiry of the warranty period (whichever occurs earlier).

**Signed:** *(insert authorized signature)*

**In the capacity of** *(insert designation of person signing the Performance Securing Declaration)*

**Name:** *(insert complete name of person signing the Performance Securing Declaration)*

**Duly authorized to sign the contract for and on behalf of:** *(insert complete name of provider)*

**Dated on** ..... day of..... *(month)*, ..... *(year)* *(insert date of signing)*

**\*Delete whichever is not applicable.**

### **Advance Payment Security**

*[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The amount of the security is to be inserted by the Financial Institution and must represent the amount of the Advance Payment and be denominated either in the currency(ies) of the Advance Payment as specified in the contract. or in a freely convertible currency acceptable to the PDE]*

**Date:** *[insert date (as day, month, and year) of Payment Security]*

**Procurement Reference No.:** *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

In accordance with the payment provision included in the contract, in relation to advance payments, *[insert complete name of provider]* (hereinafter called “the provider”) shall deposit with the Procuring and Disposing Entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of guarantor]*, legally domiciled in *[insert full address of guarantor]* (hereinafter “the guarantor”), as instructed by the provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring and Disposing Entity on its first demand without whatsoever right of objection on our part and without its first claim to the provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the provider under the contract until *[insert day, month and year]*.

**Name:** *[insert complete name of person signing the Payment Security]*

**In the capacity of** *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub-article 15(a) is hereby excluded.

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

**Duly authorised to sign the Payment Security for and on behalf of:** *[insert complete name of the Financial Institution]*

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*(The Conditional Advance Payment Bond should be on the letter head of the issuing insurance company regulated by Insurance Regulatory Authority and should be signed by a person with the proper authority to sign the advance payment bond. The Surety shall fill this advance payment bond form in accordance with the instructions indicated)*

### **Conditional Advance Payment Bond**

**Date:** *[insert date (as day, month, and year) of advance payment bond]*

**Bond No:**.....

BY THIS BOND *[insert the name of the bidder]* as Principal obligor (hereinafter called 'the provider') and *[name and address of insurance Company]* authorized to transact business in Uganda as an insurance provider (herein after called the "the Surety"), are held and firmly bound unto *[name of Procuring and Disposing Entity]* as Obligee (hereinafter called "the Entity") in the sum of *[amount bid bond]<sup>4</sup> [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assignees, jointly and severally, firmly by these presents.

WHEREAS the provider has entered into a written contract with the Entity dated the .....day of .....20 ..... for the *[insert the subject of procurement]* for a total contract price of ..... (herein after called "the contract") and whereas under the said contract, the Entity has agreed to make advance payment of *[indicate the amount in figures and words]* to the provider.

NOW, THEREFORE, the condition of this obligation is such that, if the provider duly utilizes the advance payment for the purpose granted then this obligation shall be null and void; otherwise, it shall remain in force and effect. Whenever the provider shall be, and declared by the Entity up to a total not exceeding the amount of this bond or such part thereof as will be outstanding.

Our liability under this bond shall be proportionately reduced in accordance with the recovery of the advance payment on terms and conditions agreed between the Entity and the provider and the bond shall expire and our liability shall be automatically discharged on the full recovery of the advance payment by the entity. The bond will be returned to the surety as soon as the advance payment has been repaid.

This bond shall remain valid and in full effect from the date of the advance payment received the provider under the contract until the Entity receives full repayment of the same amount from the provider or by *[insert day, month and*

year] which ever is earlier .

**Any dispute/complaint between the parties to the insurance or Health Management contract may first be resolved amicably between the parties without the intervention of a third party and/ or the dispute/complaint shall be escalated to the Insurance Regulatory Authority of Uganda or Ombudsman in accordance with the insurance Act and Regulations before resorting to the other mediation, arbitration, litigation or any other form of dispute resolution.**

---

*4 The amount of the Bond shall be denominated in the currency indicated in the bidding document.*

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be executed in their respective names  
this.....day of.....20.....

SIGNED ON *[insert date of signing]* on behalf of the (principal) *[insert complete name of the provider]*

BY : *[insert complete name of the person signing the bond]*

In the capacity of *(insert legal capacity of person signing the bond)*

Signed : *[signature of the person whose name and capacity are shown above]*

SIGNED ON *[insert date of signing the bond]* on behalf of (Surety )  
*[insert complete name of the insurance Company]*

By: *[insert complete name of person signing the bond]*

In the capacity of *[insert legal capacity of person signing the bond]*

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