

السادة أعضاء جمعية رجال الأعمال المصريين الأفارقة المحترمين

استكمالاً للجهود المستمرة والعلاقات المتميزة التي تربط جمعية رجال الأعمال المصريين الأفارقة (EABA) بشركائها الاستراتيجيين، وحرصاً على تعزيز التعاون مع الجهات الخارجية وفتح آفاق جديدة أمام مجتمع الأعمال المصري للتوسع في الأسواق الأفريقية، فقد ورد إلينا دعوة من سفارة أوغندا بالقاهرة للإعلان عن مناقصة هامة صادرة عن بنك في أوغندا، البنك المركزي الأوغندي، وذلك لتوريد وتركيب واختبار وتشغيل خوادم تسجيل الفيديو الشبكية الخاصة بأنظمة المراقبة (Network Video Recorder Servers) وتأتي هذه المناقصة في إطار جهود البنك لتطوير وتحديث البنية التكنولوجية وأنظمة المراقبة الأمنية لديه، بما يعكس توجه المؤسسات المالية في أفريقيا نحو تعزيز التحول الرقمي ورفع كفاءة أنظمة الأمن والمعلومات، وتمثل هذه الفرصة منصة واعدة للشركات المصرية المتخصصة في تكنولوجيا المعلومات وأنظمة المراقبة الأمنية والحلول الرقمية والبنية التحتية التكنولوجية للدخول إلى السوق الأوغندي والمساهمة في تنفيذ مشروعات تقنية متقدمة، كما تتيح هذه الفرصة للشركات الأعضاء إمكانية تعزيز حضورها في السوق الأفريقية وبناء شراكات استراتيجية مع المؤسسات المالية والحكومية في القارة، بما يدعم توجه الدولة المصرية نحو تعميق التعاون الاقتصادي والتجاري مع الدول الأفريقية وفتح مجالات جديدة للاستثمار والتعاون المشترك، مع العلم أن آخر موعد لتقديم العطاءات هو 19 مارس 2026.

مرفق مع المنشور

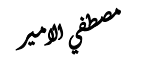
وتفضلوا بقبول فائق الاحترام،

رئيس مجلس إدارة جمعية
رجال الأعمال المصريين الأفارقة


د/ يسري الشراوي

جمعية رجال الأعمال المصريين الأفارقة
مشهرة برقم 11455 لسنة 2021
Egyptian African Businessmen's Association
6779/2020

الأمين العام لجمعية
رجال الأعمال المصريين الأفارقة


م/ مصطفى الامير



BANK OF UGANDA

BIDDING DOCUMENT UNDER OPEN DOMESTIC BIDDING

SUBJECT OF PROCUREMENT:	Supply, Installation, Testing and Commissioning of ISS Network Video Recorder Servers
PROCUREMENT REF. NO:	BOU/SUPLS/25-26/00078/C
DATE OF ISSUE	February 26, 2026
DATE OF BID SUBMISSION	March 19, 2026

BLANK

Standard Bidding Document

Table of Contents

PART 1 – Bidding Procedures7
Section 1: Instructions to the Bidder9
Section 2: Bid Data Sheet.....27
Section 3: Evaluation Methodology and Criteria30
Section 4: Bidding Forms33
Section 5: Eligible Countries45
PART 2 - Statement of Requirements46
Section 6: Statement of Requirements.....46
PART 3 - Contract56
Section 7: General Conditions of Contract for the Procurement of Supplies.....56
Section 8: Special Conditions of Contract70
Section 9: Contract Forms73

ABRIDGED BID NOTICE UNDER OPEN BIDDING

BANK OF UGANDA



Bank of Uganda, P.O. Box 7120, Kampala Plot 37/45 Kampala Road.

Tel No. 256-0414-258441/258667 Fax No. 256-0414-344549

BID NOTICE UNDER OPEN DOMESTIC BIDDING METHOD

1. Bank of Uganda invites sealed bids from eligible bidders for:

Procurement Ref No.	Subject Matter of Procurement	Bid Security
BOU/SUPLS/25-26/00078/C	Supply, Installation, Testing and Commissioning of ISS Network Video Recorder Servers	A Bid Security of UGX.3,500,000 valid until October 05, 2026, shall be required.

2. Interested eligible bidders may obtain further information on this Bid Notice and inspect the bidding document online under the procurement tab on the Bank of Uganda website www.bou.or.ug.
3. The bidding document will be issued to interested bidders upon payment of a non-refundable fee of **UGX.100,000** through a Commercial Bank to the account below:

Account:	Other Income
Bank Name:	Bank of Uganda
Account Number:	099405017

Please indicate the tender and reference number in the payment narration.

4. The bidding document shall be issued to interested bidders by email upon submission of proof of payment to procurement@bou.or.ug OR Bidders may download the bidding document from the Bank of Uganda website www.bou.or.ug and submit their bid with proof of payment.
5. The deadline for bid submission shall be at 11.00am EAT on **March 19, 2026**.
6. For more information, please forward your query to procurement@bou.or.ug

MANAGEMENT
February 2026

Part 1: Section 1 Instructions to the Bidder

Invitation to Bid for Supply, Installation, Testing and Commissioning of ISS Network Video Recorder Servers (Ref. No.: BOU/SUPLS/25-26/00078/C)

- 1. Bank of Uganda invites sealed bids from eligible bidders for Supply, Installation, Testing and Commissioning of ISS Network Video Recorder Servers.:
- 2. Bidding will be conducted in accordance with the Open Domestic Bidding method contained in the Bank of Uganda Procurement and Disposal of Assets Manual, 2025, and is open to all bidders.
- 3. The bidding documents may be inspected online under the Procurement tab on the Bank of Uganda website www.bou.or.ug and shall be issued to the interested bidders, via email, following payment of a non-refundable amount of **UGX.100,000** (only EFT or RTGS through any Commercial Bank) to the following account:
 - Account Title: Other Income
 - Bank Name: Bank of Uganda
 - Account Number: 099405017

- 4. Bids must be accompanied with a Bid Security, valid until and including **October 05, 2026**. The amount and currency of the Bid Security shall be:

S/N	Subject of Procurement	Bid Security (UGX.)
1	Supply, Installation, Testing and Commissioning of Network Video Recorder Servers	3,500,000

- 5. Any inquiries to Bank of Uganda concerning this tender shall be addressed to the Director Procurement and Disposal Department, Bank of Uganda or by email at procurement@bou.or.ug not later than **5:00pm EAT of March 06, 2026**. All correspondences shall be in writing and signed by the authorized persons.
- 6. The bid shall be labelled “**Supply, Installation, Testing and Commissioning of ISS Network Video Recorder Servers-BOU/SUPLS/25-26/00078/C**” and must either be delivered to the address below at 5(b) or sent by email to procurement@bou.or.ug and copied to rogwal@bou.or.ug at, or before 11:00am EAT on **March 19, 2026**. The bid must be accompanied with a Bid Security valid until **October 05, 2026**. A Late bid shall be rejected. The bid will be opened at the address below at 5(b) at 11:35am EAT on **March 19, 2026**. The results of Bid Opening will be shared with the bidders by email.
- 7. Bids shall be delivered to and opened at:
 - The Procurement and Disposal Department,
 - 3rd Floor, New Building
 - Room 3E 01,
 - Bank of Uganda Headquarters,
 - Plot 37/45 Kampala Road,
 - P.O. Box 7120, Kampala.

OR

where bids are submitted electronically, the soft copy of your bid must be secured with a password and uploaded on the Bank of Uganda interface not later than **March 19, 2026 at 11:00am EAT**. The credentials to the Bank of Uganda interface shall be sent to bidders upon request to procurement@bou.or.ug and copy to rogwal@bou.or.ug

Part 1: Section 1 Instructions to the Bidder

Late bids shall be rejected.

8. The planned procurement schedule (subject to changes) is as below:

Activity	Date
Publish Bid Notice	February 26, 2026
Deadline for Inquiries from Bidders	5:00pm EAT of March 06, 2026
Deadline for Responses from BOU	5:00pm EAT of March 10, 2026
Bid closing date	11:00am EAT of March 19, 2026
Bid opening date	11:35am EAT of March 19, 2026
Evaluation process	<i>(Within 10 working days from bid closing date)</i>
Display and communication of best evaluated bidder notice	<i>(Within 5 working days from Contracts Committee award)</i>
Contract signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder notice and Attorney General's approval where applicable)</i>

MANAGEMENT

Part 1: Section 1 Instructions to the Bidder

PART 1 – Bidding Procedures

Section 1: Instructions to the Bidder

Table of Clauses

A. General..... 9

1. Scope of Bid9

2. Source of Funds.....9

3. Corrupt Practices9

4. Eligible Bidders10

5. Eligible Supplies and Related Services.....11

B. Bidding Document..... 12

6. Contents of Bidding Document12

7. Clarification of Bidding Document13

8. Amendment of Bidding Document.....13

C. Preparation of the Bid 13

9. Cost of Bidding.....13

10. Language of Bid and Communications13

11. Documents Comprising the Bid.....13

12. Bid Submission Sheet and Price Schedules.....14

13. Alternative Bid15

14. Bid Prices and Discounts.....15

15. Currencies of Bid16

16. Documents Establishing the Eligibility of the Bidder.....17

17. Documents Establishing the Eligibility of Supplies17

18. Documents Establishing the Conformity of the Supplies.....17

19. Documents Establishing the Qualifications of the Bidder.....18

20. Period of Validity of the Bid18

21. Bid Security or Bid Securing Declaration.....18

22. Format and Signing of Bid19

D. Submission and Opening of the Bid..... 19

23. Sealing and Marking of the Bid19

24. Deadline for Submission of the Bid.....20

25. Late Bid20

26. Withdrawal and Replacement of the Bid20

27. Bid Opening20

E. Evaluation of the Bid 21

28. Confidentiality.....21

29. Clarification of the Bid.....21

30. Compliance and Responsiveness of the Bid.....21

31. Nonconformities, Errors, and Omissions22

32. Preliminary Examination of the Bid – Eligibility and Administrative Compliance.....23

33. Detailed Commercial and Technical Evaluation.....23

34. Conversion to Single Currency23

35. Margin of Preference.....24

36. Financial Comparison of the Bid24

37. Determination of Best Evaluated Bid(s)25

38. Post-qualification of the Bidder.....25

F. Award of Contract..... 25

39. Award Procedure25

40. Bank’s Right to Accept or Reject Any Bid.....25

41. Bank’s Right to Vary Quantities at Time of Award.....25

Part 1: Section 1 Instructions to the Bidder

42. Signing and Effectiveness of Contract26
43. Debriefing.....26
44. Performance Security26
46. Administrative Review26

Section 1: Instructions to the Bidder

A. General

1. Scope of Bid

- 1.1 Bank of Uganda invites a bid for the provision of Supplies and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to the Bidder 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) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means working day.
- 1.3 Procurement will be undertaken in compliance with the Bank of Uganda Procurement and Disposal of Assets Manual, 2025.

2. Source of Funds

- 2.1 The Bank has an approved budget towards the cost of the procurement named in the BDS. The Bank intends to use these funds to place a contract for which these Bidding Documents are issued.
- 2.2 Payments will be made directly by the Bank and will be subject in all respects to the terms and conditions of the resulting contract placed by the Bank.

3. Corrupt Practices

- 3.1 It is the Bank of Uganda’s policy to require that the Bank, as well as the Bidder and Provider observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Bank of Uganda;
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a Bank of Uganda official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (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 reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

Part 1: Section 1 Instructions to the Bidder

- (c) will suspend a Provider from engaging in any Bank of Uganda procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank contract.
- 3.2 Furthermore, the Bidder shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 36.1 (g) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Bank may terminate a contract or be ordered by the Government of Uganda to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Bank or of a Bidder or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Bank of Uganda requires representatives of both the Bank and of the Bidder and Provider to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for iu and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, the Bank of Uganda may suspend a provider from engaging in any of the Bank's procurement or disposal processes for a period determined by the Bank, where the provider is debarred from the procurement processes of an international agency of which Uganda is a member.
- 3.6 Any communications between a Bidder and the Bank related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Bank.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in the Bank's procurement processes:
 - (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); and
 - (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be

Part 1: Section 1 Instructions to the Bidder

jointly and severally liable. For a bid submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

- 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. A Bidder 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 they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Bank regarding this bidding process; or
 - (e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. 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 consultant in the preparation of the design or technical specifications of the Supplies and related services that are the subject of the bid.
- 4.5 A firm that is under a declaration of suspension by the Bank in accordance with ITB Clause 3.5, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 A Bidder shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.

5. Eligible Supplies and Related Services

- 5.1 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.
- 5.2 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

Part 1: Section 1 Instructions to the Bidder

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.

- 5.3 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 recognised article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Supplies shall not determine their origin.
- 5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the Republic of Uganda, the Supplies indicated in its bid.

B. Bidding Document

6. Contents of Bidding Document

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section 1. Instructions to the Bidder (ITB)
- Section 2. Bid Data Sheet (BDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Supplies
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

- 6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.
- 6.3 A Bidder who did not obtain the Bidding Document directly from the Bank will be rejected during evaluation. Where a Bidding Document is obtained from the Bank on a Bidder’s behalf, the Bidder’s name must be registered with the Bank at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

Part 1: Section 1 Instructions to the Bidder

- 6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Bank in writing at the Bank's address indicated in the BDS. The Bank will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. Should the Bank deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of the bid, the Bank may amend the Bidding Document by issuing addenda.
- 8.2 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 Bank.
- 8.3 To give the prospective Bidder reasonable time in which to take an addendum into account in preparing their bid, the Bank may, at its discretion, extend the deadline for the submission of the bid, pursuant to ITB Sub-Clause 24.2.

C. Preparation of the Bid

9. Cost of Bidding

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

10. Language of Bid and Communications

- 10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.
- 10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank, shall be written in English unless otherwise specified in the BDS.
- 10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. 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 12, 14, and 15;
- (b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 21;
- (c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;

Part 1: Section 1 Instructions to the Bidder

- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17 establishing that the Supplies and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Supplies and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (h) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and
- (i) any other document(s) required in the BDS.

12. Bid Submission Sheet and Price Schedules

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

- (a) the reference of the Bidding Document and the number of each addenda 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 an alternative bid in accordance with ITB Clause 13;
- (j) confirmation that the Bidder has not been suspended by the Bank or any International Agency of which Uganda is part;
- (k) a declaration on gratuities and commissions; and
- (l) an authorised signature.

12.2 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;

Part 1: Section 1 Instructions to the Bidder

- (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 authorised signature.

13. Alternative Bid

- 13.1 An Alternative bid shall not be considered unless otherwise indicated in the BDS.
- 13.2 Where permitted, an alternative bid does 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.
- 13.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.
- 13.4 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 each bid 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 the bid and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. The separate bids shall be labelled “Main Bid” and “Alternative Bid”.
- 13.5 The evaluation of the alternative bid shall use the same methodology, criteria and weights as the evaluation of the main bid, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 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 to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.

Part 1: Section 1 Instructions to the Bidder

- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, excluding any discounts offered.
- 14.4 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 12.1(d) and ITB Sub-Clause 14.8 respectively.
- 14.5 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.
- 14.6 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 evaluation of the bid by the Bank. This shall not in any way limit the Bank'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.
- 14.7 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 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, the bid is being invited for individual contracts (lots) or for any combination of contracts (packages). The Bidder 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 14.4, provided the bid(s) for all lots is submitted and opened at the same time.

15. Currencies of Bid

- 15.1 Bid prices shall be quoted in the following currencies:
- (a) for Supplies and Related Services originating in Uganda, the bid prices shall be quoted in the currency of Uganda, unless otherwise specified in the BDS; and

Part 1: Section 1 Instructions to the Bidder

- (b) for Supplies and Related Services originating outside Uganda, or for imported parts or components of Supplies and Related Services originating outside Uganda, the bid prices shall be quoted in the currency of the expense or in the currency of the Bidder's country unless otherwise specified in the BDS.
- 15.2 Alternatively, the Bank may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:
- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
 - (b) justify, to the Bank's satisfaction, the requirement to be paid in the currencies requested; and
 - (c) utilise the rate of exchange specified by the Bank to express its offer in the currency required by the Bank. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty one (21) days.

16. Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with ITB Clause 4, the 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.

17. Documents Establishing the Eligibility of Supplies

- 17.1 To establish the eligibility of the Supplies and Related Services, in accordance with ITB Clause 5, the Bidder shall complete the country of origin declarations in the Price Schedule included in Section 4, Bidding Forms.

18. Documents Establishing the Conformity of the Supplies

- 18.1 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.
- 18.2 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 and exceptions to the provisions of the Statement of Requirements.
- 18.3 If so stated in the BDS the bidder 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 Bank.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Bank in the Statement of Requirement, 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

Part 1: Section 1 Instructions to the Bidder

Bank's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. 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.

20. Period of Validity of the Bid

- 20.1 The bid shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Bank as non-compliant.
- 20.2 The Bank will make its best effort to complete the procurement process within this period
- 20.3 In exceptional circumstances, prior to the expiration of the bid validity period, the Bank may request the bidder to extend the period of validity of their bid. The request and the responses shall be made in writing. If a Bid Security or a Bid Securing Declaration is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. The Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security or Bid Securing Declaration

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of Uganda or a freely convertible currency, and shall:
- a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;
 - b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Uganda, it shall have a correspondent financial institution 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 Bank in case the conditions listed in ITB Clause 21.6 are invoked;
 - e) be submitted in its original form - copies will not be accepted.
- 21.3 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.
- 21.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Bank as non-compliant.

Part 1: Section 1 Instructions to the Bidder

21.5 The Bid Security or Bid Securing Declaration of the Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

21.6 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 20.2; or

If the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 42;
- (ii) furnish any Performance Security in accordance with ITB Clause 44; or
- (iii) accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.

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

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 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.

22.2 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 initialled by the person signing the bid.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of the Bid

23 Sealing and Marking of the Bid

23.1 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.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Bank in accordance with ITB Sub-Clause 24.1;
- (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 27.1.

Part 1: Section 1 Instructions to the Bidder

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

24 Deadline for Submission of the Bid

24.1 The Bid must be received by the Bank at the address and no later than the date and time indicated in the BDS.

24.2 The Bank may, at its discretion, extend the deadline for the submission of the bid by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Bank and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bid

The Bank shall not consider any bid that arrives after the deadline for submission of the bid, in accordance with ITB Clause 24. Any bid received by the Bank after the deadline for submission of the bid shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal and Replacement of the Bid

26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of the bid 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 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and

(b) received by the Bank prior to the deadline prescribed for submission of the bid, in accordance with ITB Clause 24.

26.2 The bid requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.

26.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of the bid and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

26.4 The Bid may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of the bid.

27. Bid Opening

27.1 The Bank shall conduct the bid opening in the presence of the Bidder’s designated representative(s) who choose to attend, at the address, date and time specified in the BDS.

27.2 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

Part 1: Section 1 Instructions to the Bidder

contains a valid authorisation to request the withdrawal and is read out at the bid opening.

All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. The replacement bid 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.

- 27.3 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 Bank 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 a late bid, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Bank 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 Bid Securing Declaration, if one was required. The Bidder’s 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 the Bidder(s) upon payment of a fee and displayed on the Bank’s Notice Board within one working day from the date of the bid opening.

E. Evaluation of the Bid

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of the bid, and recommendation of contract award, shall not be disclosed to any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to the Bidder.
- 28.2 Any effort by a Bidder to influence the Bank in the examination, evaluation, comparison, and post-qualification of the bid or contract award decision(s) may result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Bank on any matter related to the bidding process, it should do so in writing.

29. Clarification of the Bid

To assist in the examination, evaluation, comparison and post-qualification of the bid, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. Any clarification submitted by the Bidder that is not in response to a request by the Bank shall not be considered. The Bank’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the bid, in accordance with ITB Clause 31.4.

30. Compliance and Responsiveness of the Bid

Part 1: Section 1 Instructions to the Bidder

- 30.1 The Bank's determination of the bid's compliance and responsiveness is to be based on the contents of the bid itself.
- 30.2 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) is inconsistent with the bidding document and which may in a substantial way, limit the rights of the Bank or the obligations of the bidder under the 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-bid(s) with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 30.3 If the bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Bank and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that the bid is substantially compliant and responsive, the Bank may waive any non-conformity or omissions in the bid that does not constitute a material deviation.
- 31.2 Provided that the bid is substantially compliant and responsive, the Bank 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.
- 31.3 Provided that the bid is substantially compliant and responsive, the Bank shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.
- 31.4 Provided that the bid is substantially compliant and responsive, the Bank shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Bank there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

Part 1: Section 1 Instructions to the Bidder

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing Declaration executed.

32. Preliminary Examination of the Bid – Eligibility and Administrative Compliance

- 32.1 The Bank shall examine the legal documentation and other information submitted by the Bidder to verify the eligibility of the Bidder and Supplies and related services in accordance with ITB Clauses 4 and 5.
- 32.2 If after the examination of eligibility, the Bank determines that the Bidder, the Supplies and/or the related Services are not eligible, it shall reject the bid.
- 32.3 The Bank shall examine the bid to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.4 The Bank 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, 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.

33. Detailed Commercial and Technical Evaluation

- 33.1 The Bank 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.
- 33.2 If, after the examination of the terms and conditions, the Bank determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33.3 The Bank shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, 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.
- 33.4 If, after the technical evaluation, the Bank determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34 Conversion to Single Currency

Part 1: Section 1 Instructions to the Bidder

For evaluation and comparison purposes, the Bank shall convert all bid prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

35. Margin of Preference

- 35.1 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.
- 35.2 For the purpose of granting a margin of domestic preference, the bid(s) 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 manufacture 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.
- 35.3 A Bidder 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.

36. Financial Comparison of the Bid

- 36.1 The Bank shall financially evaluate the bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate the bid, the Bank 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.
- 36.3 The Bank's financial comparison of the bid may require the consideration of factors other than cost, in addition to the bid price quoted in accordance with ITB Clause 14. 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 evaluation of the bid, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.
- 36.4 To financially evaluate the bid, the Bank shall:
- (a) determine the bid price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;
 - (b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;
 - (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);
 - (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;

Part 1: Section 1 Instructions to the Bidder

- (e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;
- (f) determine the total evaluated price of each bid.

37. Determination of Best Evaluated Bid(s)

The Bank shall evaluate the bid for all substantial compliance and responsiveness in order to determine the best evaluated bid, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Bidder

- 38.1 The Bank 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.
- 38.2 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 19, to clarifications in accordance with ITB Clause 29 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.
- 38.3 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 Bank shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

39. Award Procedure

- 39.1 The Bank shall issue a Notice of Best Evaluated Bidder within 5 working days after the decision of the contracts committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to the Bidder and publish the same on its website.
- 39.2 No contract shall be signed within period of ten (10) working days after the date of display of the best evaluated bidder notice.
- 39.3 The Bank shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39.3 Negotiations will only be held in exceptional circumstances as provided for under the Bank of Uganda Procurement and Disposal of Assets Manual, 2025.

40. Bank's Right to Accept or Reject Any Bid

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature and issue by the Bank, without thereby incurring any liability to the Bidder.

41. Bank's Right to Vary Quantities at Time of Award

- 41.1 At the time the Contract is awarded, the Bank reserves the right to increase or decrease the quantity of Supplies and Related Services originally specified in Section 6, Statement

Part 1: Section 1 Instructions to the Bidder

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.

41.2 Negotiations will only be held in exceptional circumstances.

42. Signing and Effectiveness of Contract

42.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Attorney General where applicable, the Bank shall sign a contract with the successful Bidder.

42.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

42.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

43. Debriefing

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

44. Performance Security

44.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to the Bank a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee 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.

45. Advance Payment and Security

45.1 If so stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. 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.

46. Administrative Review

The Bidder may seek an Administrative Review by the Accounting Officer in accordance with the Bank of Uganda Procurement and Disposal of Assets Manual, 2025 if they are aggrieved with the decision of the Bank.

Part 1: Section 2 Bid Data Sheet

Section 2: Bid Data Sheet

Instructions to the Bidder Reference	Data relevant to the ITB
A. General	
ITB 1.1	The subject of procurement is Supply, Installation, Testing and Commissioning of ISS Network Video Recorder Servers
ITB 1.1	The Procurement Reference number of the Bidding Document is: BOU/SUPLS/25-26/00078/C
ITB 1.1	The assignment is expected to commence on: Delivered within three (3) Months from the date of Contract signature by Bank of Uganda.
ITB 5.5	The Bidder shall be required to include with its Bid all requested documentation from the Official Equipment Manufacturer of the Supplies, that it has been duly authorised to supply, administer warranty, and provide support and maintenance services in Uganda for the Supplies indicated in its bid. The Bidder shall submit the Manufacturers Authorisation Form(s) and Documented Warranties/Guarantees as requested for in the Statement of Requirements in this document. <i>Include the full address (including Official company email and contact) of the manufacturer who has issued you with authorisation.</i>
B. Bidding Document	
ITB 7	For clarification purposes only, the Bank's address is: Director, Procurement & Disposal Department Bank of Uganda Plot 37/45 Kampala Road, P. O. Box 7120, Kampala, Uganda +256414233715 procurement@bou.or.ug
ITB 7	The Bank will respond to any request for clarification provided that such request is received no later than March 06, 2026 .
C. Preparation of the Bid	
ITB 10.1	The medium of communication shall be in writing .
ITB 10.2	The language for the bid is English .
ITB 11 (a-h)	The bidder shall submit the following documents <ol style="list-style-type: none"> a) Duly completed and signed Bid Submission Sheet, with Bid Validity up to September 28, 2026 b) Duly completed and signed Price Schedule for Supplies and Related Services c) Bid Security of UGX.3,500,000 valid up to October 05, 2026. d) Duly signed Code of Ethical Conduct for Bidders and Providers e) Duly completed and signed Specifications Compliance Sheet f) Duly completed and signed Delivery and Completion Schedule g) Duly completed and signed Beneficial Ownership Information Form h) Certificate of Incorporation. i) Copies of Uganda National Identity Card or Passport of majority shareholders.

Part 1: Section 2 Bid Data Sheet

Instructions to the Bidder Reference	Data relevant to the ITB
	<ul style="list-style-type: none"> j) Registered Powers of Attorney which must have sample signatures of both the Donor and Donee. k) Tax Clearance Certificate valid up to at least October 30, 2025. l) National Social Security Fund (NSSF) Clearance Certificate valid up to at least October 30, 2025. m) Trading License for the year 2026. n) A valid NITAU Certificate.Level 2 o) Audited Accounts for the last two financial years
ITB 11 (i)	<p>The Bidder shall submit with its bid the following additional documents:</p> <ul style="list-style-type: none"> a) Manufacturer Authorisation(s) to supply the required equipment, administer warranty, and provide support and maintenance services in Uganda. b) Bidder must provide proof of at least 2 personnel in their organization who are trained by Honeywell and possess a valid Installation and Operator certificate. c) Bidder must attach copies of valid employee IDs of their Certified personnel signed by both the employee and employer. d) Bidder must provide proof that they have supplied and installed Honeywell NVRs of similar configuration in the past 3 years evidenced by at least two signed contracts or purchase orders. <i>The information shall be verified by the Bank.</i>
ITB 13.1	An Alternative Bid shall not be permitted.
ITB 14.5	The Incoterms edition is INCOTERMS 2020
ITB 14.6(a)(i)	For Supplies, the Bidder shall quote prices using the following Incoterms: INCOTERMS 2020–DDP Bank of Uganda Headquarters
ITB 14.7	The prices quoted by the Bidder shall be: Fixed
ITB 15.1(a)	For Supplies and Related Services originating in Uganda the currency of the bid shall be Uganda Shillings (UGX)
ITB 15.1(b)	For Supplies and Related Services originating outside of Uganda the currency of the bid shall be Uganda Shillings. Prices quoted in other currencies shall be converted to Uganda shillings using the rate ruling on Bid closing date. The Contract shall be in Uganda Shillings based on the same exchange rate.
ITB 20.1	The Bid shall be valid until September 28, 2026 . A bid valid for a shorter period shall be rejected by the Bank as non-compliant.
ITB 21.1	A Bid Security of UGX.3,500,000 shall be required.
ITB 21.3	The Bid Security shall be valid until October 05, 2026
ITB 22.1	In addition to the original of the Bid, the number of copies required is: Only One (1) Bid is required
D. Submission and Opening of the Bid	
ITB 24.1	For bid submission purposes only, Bank of Uganda’s address is: <i>Bank of Uganda Headquarters, Procurement and Disposal Office, Level 3, New Building, Plot 37/45, Kampala Road, P. O. Box 7120, Kampala</i>

Part 1: Section 2 Bid Data Sheet

Instructions to the Bidder Reference	Data relevant to the ITB
	<p>The deadline for bid submission is: 11:00am EAT on March 19, 2026</p> <p>Submission of an electronic Bid: The Bidder is allowed to submit a soft copy of their Bid. The soft copy of the bid must be secured with a password and submitted not later than 11:00am EAT on March 19, 2026. The subject of the email submission shall be the Subject of Procurement, and the Procurement Reference Number above. The soft copy of the bid shall be sent to procurement@bou.or.ug. The password shall be sent to rogwal@bou.or.ug. Late bids shall be rejected.</p>
ITB 27.1	<p>The bid opening shall take place at: <i>3rd Floor, New Building Procurement and Disposal Office</i> <i>Bank of Uganda Headquarters,</i> <i>P. O. Box 7120, Kampala</i></p> <p>Bid opening shall be held at: 11:35am EAT on March 19, 2026</p>
E. Evaluation of the Bid	
ITB 34	<p>The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency Uganda Shillings (UGX)</p>
ITB 35.1	<p>A margin of preference shall not apply.</p>
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased dependent on the Bank future needs. The maximum percentage by which quantities may be decreased is N/A</p>
ITB 44	<p>Performance security shall be required</p>
ITB 45.1	<p>The Advance Payment shall be permitted. The amount of Advance payment shall be up to 30% of the contract price against provision of an Advance Payment Guarantee from a Bank licensed by Bank of Uganda and operating in Uganda.</p>

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: BOU/SUPLS/25-26/00078/C

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of the bid 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 three sequential stages –

- (a) a preliminary examination to determine the eligibility of the bidder and the administrative compliance of the bid received;
- (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bid; and
- (c) a financial comparison to evaluate the costs of the eligible, compliant, responsive bid received and determine the best evaluated bid.

2.3 Failure of the bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for:-

- (a) An Eligible Bidder in accordance with ITB Clause 4; and
- (b) Eligible Supplies and Related Services in accordance with ITB Clause 5.

3.2 The documentation required to provide evidence of eligibility shall be:-

- a) Certificate of Registration /Incorporation
- b) Registered Powers of attorney which must have sample signatures of both the donor and donee.
- c) Income Tax Clearance Certificate valid up to at least October 30, 2025.
- d) National Social Security Fund Clearance Certificate valid up to at least October 30, 2025.
- e) Trading License for the year 2026
- f) A valid NITAU Certificate. Level 2
- g) Audited Accounts for the last two financial years

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

- a. A Power of Attorney which if signed in Uganda shall be registered; or if signed outside Uganda shall be notarized authorising signature of the bid on behalf of the Bidder.
- b. For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:
 - I. a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

Part 1: Section 2 Bid Data Sheet

- (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- II. a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- c. The duly signed Bid Submission Sheet, valid, and completed as required by this document
- d. The Duly completed and signed Price Schedule for Supplies and Related Services
- e. The Duly signed Code of Ethical Conduct
- f. The Bid Security as required by this document
- g. The Duly completed and signed Specifications Compliance Sheet
- h. Duly completed and signed Beneficial Ownership Information Form.
- i. The Duly completed and signed Delivery and Completion Schedule
- j. Manufacturer Authorisation to supply the required equipment, administer warranty and provide support and maintenance services in Uganda.
- k. Documentary Proof that the company has supplied and installed similar equipment to at least three (3) organisations in the last five (5) years. Proof shall be Previous Purchase Orders, Contracts, or client reference letters as evidence of supply. The information shall be verified by the Bank.

C Detailed Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of the bid shall be evaluated in accordance with ITB Clause 33. 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.

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.

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 36. The costs to be included in the bid price bid 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.

Part 1: Section 2 Bid Data Sheet

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 Bank will first review the bid(s) to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidder's declaration of origin.
- I. All evaluated bid(s) 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. Determination of Best Evaluated Bid

- 10.1 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.
- 10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows the Bidder(s) to quote different prices for single lots and for the award to a single Bidder of multiple lots, the Bank shall conduct a further financial comparison to apply any conditional discounts. The bid offering the lowest priced combination of all the lots shall be the best evaluated bid.

E Post-qualification

The Bank may 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. The Post Qualification Criteria shall include:

- a. Financial Strength of the Bidder by reviewing the financial statements provided to confirm that the firm is a going concern and has adequate financial resources in comparison to the Value of the Supplies they have emerged as Best evaluated Bidder.
- b. Capacity of the Bidder as demonstrated by similar deliveries made to other Entities
- c. Past Performance record in terms of Quality, timeliness of Delivery, and reliability derived from Contractor performance reports submitted by the User.

For a Bidder that has not previously supplied the Bank, performance will be assessed from their clients.

Section 4: Bidding Forms

Table of Forms

Bid Submission Sheet 34
Bid-Securing Declaration 41
Manufacturer’s Authorisation..... 42
Beneficial Ownership Declaration Form..... 43
Price Schedule for Supplies and Related Services 44

Part 1: Section 2 Bid Data Sheet

[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 Bank of Uganda]*

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 bid 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 20.1 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 Joint Venture consortium or association, 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.
-

Part 1: Section 2 Bid Data Sheet

- (l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Bank;
- (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) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Name of Recipient	Address	Reason	Amount & Currency
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (o) 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]*

Part 1: Section 2 Bid Data Sheet

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

(Under Section 37 of the Bank of Uganda Procurement and Disposal of Assets Manual, 2025)

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 Bank 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 the procurement and disposal processes or contract award and may result in a contract being terminated.

1. Compliance with Applicable Law

The Bidder and Provider must operate in full compliance with applicable laws, rules, and regulations.

2. Corruption

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

3. Standards

The Bidder and Provider 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 of any professional body of which they are members.

4. Conflict of Interest

The Bidder and Provider shall not accept contracts which would constitute a conflict of interest with any prior or current contract with the Bank.

The Bidder and Provider shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

5. Confidentiality and Accuracy of Information

- i. Information given by The Bidder and Provider in the course of a procurement and disposal process, or the performance of contracts shall be true, fair and not designed to mislead.
- ii. The Provider 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

The Bidder and Provider shall not offer gifts or hospitality directly or indirectly, to staff of the Bank that might be viewed by the public as having an influence on their decisions.

7. Inducements

- i. The Bidder and Provider shall not offer or give anything of value to influence the action of Bank officials in the procurement process or in contract execution.
- ii. The Bidder and Provider shall not ask a Bank official to do anything which is inconsistent with the Act, Regulations, Guidelines, or the Code of Ethical Conduct in Business.

8. Fraudulent Practices

The Bidder and Provider shall not-

- i. collude with other businesses and organisations with the intention of depriving the Bank 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;
-
-

Part 1: Section 2 Bid Data Sheet

- 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 process or the execution of a contract to the detriment of the Bank, or utter false documents;
- v. unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the Bank.
- vi. Withholding information from the Bank during contract execution to the detriment of the Bank.

9. Labour, Human Rights and Social Responsibility

Labour

The Bidder and Provider must not engage in forced or compulsory labour in all its forms. The Bidder and Provider must not employ children below 18 years of age.

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

Harassment

The Bidder and Provider and their employees must not engage in any form of harassment, including sexual harassment, mental or physical coercion, or verbal abuse of staff of the Bank and contractors including employees.

The Bidder and Provider should report allegations of harassment or sexual harassment by Bank staff to Bank of Uganda. The reporting can be anonymous. The Bidder and Provider must not dissuade or penalize their employees from reporting harassment or sexual harassment allegations.

Non-discrimination

The Bidder and Provider will not engage in unlawful discrimination based on race, colour, 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 training.

10. Health and Safety Conduct

The Bidder and Provider will provide adequate occupational safety training for employees and will identify, assess, and control potential exposure to safety hazards. Personal protective equipment 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, the bidder and provider 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

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

I[*name of the authorized signatory*] agree to comply with the above code of ethical conduct for the bidder and provider.

Part 1: Section 2 Bid Data Sheet

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

Part 1: Section 2 Bid Data Sheet

[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].

1. 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 PDE]*

Whereas *[insert complete name of bidder]* (hereinafter “the bidder”) has submitted its bid dated *[insert date (as day, month and year)]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the 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 PDE]* (hereinafter “the PDE”) in the sum of *[specify in words the amount and currency of the bid security]* *[specify the amount and currency in figures]*, for which payment well and truly to be made to the aforementioned PDE, 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 21(2);
2. If the bidder, having been notified of the acceptance of its bid by the Bank, during the period of bid validity, fails or refuses to:
 - a. Sign the contract in accordance with ITB Clause 47; or
 - b. Furnish the Performance Security, in accordance with the ITB Clause 50 and if required, the Environmental and Social (ES) Performance Security, in accordance with the Instruction to bidders (ITB”).

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank 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 in accordance with ITB Clause 22.3]*, 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.

Part 1: Section 4 Bidding Forms

Signed: *[insert 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 _ (month), (year) *[insert date of signing]*

Part 1: Section 4 Bidding Forms

[Use Bidder's Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Procurement Reference. No.: **BOU/SUPLS/25-26/00078/C**

To: *Bank of Uganda*

We, the undersigned, declare that:

1. We understand that, according to your conditions, the bid must be supported by a Bid-Securing Declaration.
2. We accept that we may be suspended for three years by the Bank from being eligible for bidding in any contract with the Bank 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 Bank during the period of bid validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security; or (iii) fail or refuse to accept the correction of our bid by the Bank;
3. We understand this Bid Securing Declaration shall remain valid till _____

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)

Part 1: Section 4 Bidding Forms

[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 Bank]*

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 Bid.

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]*

Part 1: Section 4 Bidding Forms

Beneficial Ownership Declaration Form

<i>This beneficial ownership declaration form issued Bank of Uganda Procurement and Disposal of Assets Manual, 2025 to collect beneficial ownership information. The template includes sections to be completed by the bidder.</i>	
Company identification	
Full legal name of the bidder (Company or Joint Venture)	
Physical / contact address	
Names of Beneficial owner /Joint venture companies / Consortiums etc.	Name:
	1.
	2.
	3
Are any of the beneficial owners a Politically Exposed Person (PEP)? no: <input type="checkbox"/> if yes: <input type="checkbox"/> Name:	
Public office position and role:	
Date when office was assumed.....	
Attestation	
I, undersigned, for and on behalf of the bidder confirm that all the information provided in the above beneficial ownership declaration is accurate and reliable	
(Name):	(Position):
	(Signature):
Beneficial ownership definition	
“Beneficial owner” means “the natural person who ultimately owns or controls a legal person 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”	

[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 Financial bid. The Bidder may reproduce this in landscape format but is

Part 1: Section 4 Bidding Forms

responsible for its accurate reproduction. Complete this form for the total bid or for each activity as indicated in the ITB].

Price Schedule for Supplies and Related Services

Procurement Reference Number: **BOU/SUPLS/25-26/00078/C**

[COMPLETE THE CURRENCY OF YOUR BID. COMPLETE THE UNIT AND TOTAL PRICES FOR EACH ITEM LISTED BELOW. AUTHORISE THE PRICES QUOTED IN THE SIGNATURE BLOCK BELOW.]

CURRENCY OF QUOTATION: _____

1	2 Supplies or Related Services	3 Country of origin	5 QTY (No. of units)	6		8 Import Duties, Sales and other taxes per unit ²	9 Total Price
				Unit prices			
				Ex-factory Ex-warehouse	Delivery and Incidental Costs		
Lot 1	Supply, Installation, Testing and Commissioning of Network Video Recorder Servers as per terms of reference and Technical Specs.		2				
	Annual Support and Maintenance Service and Maintenance fees						

The Delivery and Completion Schedule shall be as specified in the Special Conditions of Contract.

List of Services and Price Schedule Authorized By:

Signature: _____ Name: _____
 Position: _____ Date: _____
 (DD/MM/YY)
 Authorised for and on behalf of:
 Company: _____

Part 1: Section 5 Eligible Countries

Section 5: Eligible Countries

Procurement Reference Number: BOU/SUPLS/25-26/00078/C

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 47
- 2. Delivery and Completion Schedule 48
- 3. Specification and Compliance Sheet 49
- 4. Inspections and Tests 55

1. List of Supplies and Related Services

Procurement Reference Number: **BOU/SUPLS/25-26/00078/C**

Lot No.	Brief Description of Supplies and Related Services	Qty	Unit of Measure
1.	Supply, Installation, Testing and Commissioning of Network Video Recorder Servers	2	Pcs

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

2. Delivery and Completion Schedule

Procurement Reference Number: BOU/SUPLS/25-26/00078/C

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

No	Brief Description of Supplies	Delivery/Completion Period (Calendar Days)	Delivery Point/ Site
1.	Supply, Installation, Testing and Commissioning of Network Video Recorder Servers	Three (3) months	Bank of Uganda Headquarters

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]*

3. Specification and Compliance Sheet

Procurement Reference Number: BOU/SUPLS/25-26/00078/C

- a. All Requirements indicated in this section are Mandatory and must be provided to obtain satisfactory compliance to the Bank’s requirement.
- b. Column b states the minimum technical specification of the item(s) required by the Bank.
- c. The Bidder is to complete column c by stating “comply” or “not comply” and give details of the areas of non-compliance *where indicated*.
- d. Column d provides for the technical literature of the specifications offered. The Bidder MUST complete this column with details substantiating and evidencing their compliance with the Bank’s specification. The Bidder shall attach detailed technical explanation and literature for their proposed response to Bank’s requirements. The technical literature offered MUST include detailed Brochures/Technical manuals/ Datasheets (original from manufacturer)/ specific technical information substantiating the Bidder’s responsiveness and/or compliance with the Bank’s specification listed in column b.
- e. It shall NOT be sufficient to merely copy the Bank’s specifications into column d to indicate compliance.
- f. Any/all documents requested for in the technical specifications shall be duly provided to demonstrate compliance to the Bank’s requirement. Where documented proof is requested, proper supporting documentation should be provided to substantiate compliance to the requested technical requirement.
- g. Failure to substantiate compliance and /or provide requested documentation shall lead to declaration of non-compliance with the Bank’s requirement(s).

<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
Lot	Detailed Specifications		Compliance of Specification Offered	Technical literature on specification offered on column c
Supply, Installation, Testing and Commissioning of Network Video Recorder Servers (One (1) 128 Channel Network Video Recorders and One (1) 64-Channel Network Video Recorder)	Model	MAXPRO NVR (HNMPE128C144T12) and MAXPRO NVR (HNMPE64C144T12)		
	Database	Microsoft® SQL Server® 2019 Express		
	Operating System	Windows 10 IoT Enterprise for Embedded Systems		
	Image Compressions Supported	MJPEG, MPEG-4, H.264, H.265		
	Supported Honeywell Ip Cameras and Encoders	Supports Honeywell’s Performance IP, equIP® Series, 30 / 60 / 70 Series IP cameras		

<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
Lot	Detailed Specifications		Compliance of Specification Offered	Technical literature on specification offered on column c
	Audio Support	2-way audio support for compatible cameras		
	Maximum Number of Desktop Client Connections	Desktop Client - 38 per unit from 19 remote workstations + 1 local on NVR		
	Salvo Layouts	Desktop Client - Full, 2x2, 1x5, 3x3, 2x8, 1x12, 4x4. Web Client - 2x2.1x1,1x2,1x3. Mobile app (Phone) - 2x2,2x4,1x2, 1x1. Mobile app (Tablet) - 3x3, 2x2, 1x1		
	Picture Controls Per Camera	Sharpness, blur, brightness, contrast, hue, saturation, maintain aspect ratio, stretched, original size and picture mirror		
	OSD	Concealed text option		
	Playback Controls Per Camera – Desktop Client	FWD/REV Play x (1, 2, 4, 8, 16) Slow FWD/REV Play x (1/2, 1/4, 1/8)		
	Search Types	Time/date timeline, time jump FWD/REV, bookmarks, calendar, preview, film strip, event search and SMART Motion Search		
	Recording Schedule	Continuous and event based with H/M/D and holiday and exception days		
	Recording Methods Per Camera	Continuous, event based and user activated		
	Live Settings Per Camera	Compression format, resolution and frame rate		
	Record Settings Per Camera	Same as live or can be a separate stream configuration		
	Clip Format	Honeywell MPVC and SMPVC playable with standalone MAXPRO Clip Player for faster and secure exports. WMV with digital		

<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
Lot	Detailed Specifications		Compliance of Specification Offered	Technical literature on specification offered on column c
		certificate for authentication playable with Windows media player. ASF for faster exporting of longer than an hour backup clips in native compression format		
	Video Clip Authentication	Digital signature, verification tool provided		
	Motion Detection Location	Camera based for supported models or Server based (SMART VMD) for all models (except 360 fisheye /panomorph views)		
	Event Recording	Pre and post duration setting		
	Operator Reporting	Per user, configurator, session and viewer		
	Event Report	Per camera or recorder events		
	Operators	1024		
	Processor	Intel® Xeon® Silver 4110, 2.1 GHz		
	Memory	32GB (128-channel) and 16GB (64-channel)		
	Power Supply	1+1 750W hot plug redundant 80+ Platinum		
	OS Drive	2x 240 GB M.2 SSD, RAID 1 per NVR		
	Storage Capacities	144 TB raw storage per NVR		
	Storage Hard Drive Options	12 field upgrade 4 TB or 8 TB or 12 TB SATA hard drive options		
	Network	4 x 1GbE with optional 10GbE SFP+		
	Chassis With Locking Bezel	2U, 12 bay including rack mount kit per		
	RAID Card	Data RAID Level: 0, 1, 5, 6, 10		
	RAID	RAID 6 per NVR		
	Mouse and Keyboard	2 x USB per NVR		

<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
Lot	Detailed Specifications		Compliance of Specification Offered	Technical literature on specification offered on column c
	USB	Front: 2 x USB 2.0, Rear: 2 x USB 3.0 per NVR		
	Network	4 x RJ45 per NVR		
	Monitor Output	Front: 1 x VGA, Rear: 1 x VGA per NVR		
	Input Voltage	110/220 VAC 50/60 Hz		
	Operating Voltage	110V/220V Auto Sensing		
	Power Dissipation	Average BTU rating = 880 BTU/HR Peak BTU rating = 2800 BTU/HR		
	Construction	Chassis: Grey matte paint		
	Dimensions (W X H X D)	17.08 x 3.4 x 27.86 in / 434 x 86 x 708 mm		
	Weight	71.5 lbs / 32.5 kg fully populated per NVR		
	Temperature Operating	10°C to 35°C (50°F to 95°F)		
	Recording And Monitoring Performance	<ul style="list-style-type: none"> ▪ 3840 fps @ 1080p (4.0 Mbps bitrate) HD. ▪ 1-way audio for up to 128 IP channels. ▪ Network bandwidth/throughput : 800 Mbps. ▪ Rendering performance using CPU of up to 4 1080p HD @ 30 fps/120 fps on local client. 	▪	▪
	Max Video Streams Support	Desktop Client: Live - 512 streams, Playback/Video retrieval sessions - 64, Sync playback - 9 streams. 512 live streams limit excludes 1 stream used per camera if Smart VMD is enabled. Maximum live streams per camera is 15 with Smart VMD enabled. Mobile App: 16 streams of 1080p HD @ 5 fps each. Note: During archival operations, maximum no of playback streams		

<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
Lot	Detailed Specifications		Compliance of Specification Offered	Technical literature on specification offered on column c
		recommended from Desktop Client and Web Client is 16 streams.		
	Server Based VMD (Smart VMD) Performance - Channels Supported	Channels at max fps: 64 ch at 1920 fps @ 4CIF/VGA or 64 ch at 1920 fps @ 720p or 64 ch at 1920 fps @ 1080p or total 128 Megapixel. All Channels at fps: 64 ch at 1920 fps @ 4CIF/VGA or 1920 fps @ 720p or 1920 fps @ 1080p or total 128 Megapixel. Smart VMD is not recommended when more than 64 cameras are connected to the NVR.		
	Archival Performance	64 channels @ 2.5 Mbps / 160 Mbps total archival bandwidth while recording 128 channels @ 2.5 Mbps / 320 Mbps with total bandwidth/throughput 700 Mbps		
	Multi-Stream Performance	Support for maximum 256 streams. Support for configuring 1 preferred stream for continuous recording and 1 preferred stream for live video / motion based recording per camera		
	Setup and Installation	<ul style="list-style-type: none"> • Bidder shall supply, install, configure, and commission the NVRs. • Bidder must provide proof of at least 2 personnel in their organization who are trained by Honeywell and possess a valid Installation and Operator certificate. 		

<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
Lot	Detailed Specifications		Compliance of Specification Offered	Technical literature on specification offered on column c
		<ul style="list-style-type: none"> • Bidder must attach copies of valid employee IDs of their Certified personnel signed and dated by both the employee and employer. • Bidder must provide proof that they have supplied and installed Honeywell NVRs of similar configuration in the past 3 years evidenced by at least two signed contracts or purchase orders. 		
	Warranty	Server Warranty includes 5-year warranty with onsite parts delivery service.		
	Compatibility	Configured for and preloaded with video management software		
	Supplied Accessories:	<ul style="list-style-type: none"> • Includes two (2) SFP+ Multi-mode Transceivers for Short Range 		

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]*

4. Inspections and Tests

Procurement Reference Number: BOU/SUPLS/25-26/00078/C

List of Inspections and Tests	
Items subject to Inspection and Tests;	All
Type of inspection or tests and the standards to be met;	Confirmation that the Equipment meets the Bank's specifications
Location of the inspection or tests;	BOU Headquarters
Inspection agency;	Provider, in conjunction with BOU Team
Timing of the inspection;	After delivery of the machines and at BOU Headquarters
Notifications or documentation required from the provider;	All Product manuals and documentation incidental to installation and usage of the machines
Provision of any samples for inspection;	N/A
Cost of the inspection;	N/A
Arrangements and costs for any re-inspection required;	Provider
Any other relevant details.	None

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, Consortium or Association..... 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. Bank’s Responsibilities..... 61
- 15. Contract Price..... 61
- 16. Terms of Payment..... 61
- 18. Taxes and Duties 62
- 19. Performance Security 62
- 20. Copyright..... 63
- 21. Confidential Information 63
- 22. Subcontracting 63
- 23. Specifications and Standards 63
- 24. Packing and Documents..... 64
- 25. Insurance..... 64
- 26. Transportation..... 64
- 27. Inspections and Tests 64
- 28. Liquidated Damages..... 65
- 29. Warranty 65
- 30. Patent Indemnity 66
- 31. Limitation of Liability 67
- 32. Change in Laws and Regulations 67
- 33. Force Majeure 67
- 34. Change Orders and Contract Amendments 67
- 35. Extensions of Time 68
- 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 Bank 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 Bank 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) “Bank” 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 Bank 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.

2. Contract Documents

2.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
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- (b) The Provider's Bid, as amended by any clarifications,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Statement of Requirements,
- (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 Bank of Uganda's policy to require that Bank, as well as the Bidder and Provider under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank of Uganda:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a Bank official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (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, either indefinitely or for a stated period of time, from being awarded a Bank 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 Bank funded Contract.

3.2 The Provider shall permit the Bank 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 Bank of Uganda, if so required by the Bank.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Bank 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 Bank 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 there under 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 Bank and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of 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 Bank, 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, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Bank for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Bank.

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, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

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 Bank 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.
- 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 under the Arbitration and Conciliation Act of Uganda Cap 4 or such other formal mechanism 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

- 13.1 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.
- 13.2 The Provider shall perform the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 13.3 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify Bank of Uganda against any claims and proceedings arising from any
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infringement by the Provider, its sub-contractors or their employees of such laws and regulations.

- 13.4 The Provider shall ensure that the supplies and related services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of Bank of Uganda in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard Bank of Uganda 's legitimate interests, pursuant to Conditions of this Contract
- 13.5 The Provider shall obtain Bank of Uganda's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (b) any other action that may be specified in the SCC.
- 26.5 The Provider shall furnish the Bank of Uganda with any personnel data or information required by the Bank to arrange the provision of documentation required by the Bank for performance of this contract.

14. Bank'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 Bank 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 Bank shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Provider for the Supplies delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid, with the exception of any price adjustments authorised 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 Bank 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 Bank, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the Bank. The Bank shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, the Bank shall advise the Provider of the reasons for rejection.

- 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 Guarantee

- 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 guarantee 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 Bank from future payments due to the Provider under the contract.
- 17.3 If a Contract is terminated for any reason, the guarantee 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 Bank 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 Bank 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 Bank.
- 19.2 The proceeds of the Performance Security shall be payable to the Bank 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 Bank in the SCC, or in another form acceptable to the Bank.
- 19.4 The Performance Security shall be discharged by the Bank and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider’s
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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 Bank by the Provider herein shall remain vested in the Provider, or, if they are furnished to the Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank, by giving a notice of such disclaimer to the Bank.
- (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 Bank 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 Bank.

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 Bank 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 Bank.

- 27.3 The Bank 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 Bank 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 Bank. The Provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Bank or its designated representative to attend the test and/or inspection.
- 27.5 The Bank 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 Bank with a report of the results of any such test and/or inspection.
- 27.7 The Bank 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 Bank, and shall repeat the test and/or inspection, at no cost to the Bank, 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank.
- 29.6 If having been notified, the Provider fails to remedy the defect within the period specified in Sub-Clause 29.5, the Bank 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 Bank may have against the Provider under the Contract.

30. Patent Indemnity

- 30.1 The Provider shall, subject to the Bank's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Bank 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 Bank 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 Bank arising out of the matters referred to in GCC Sub-Clause 30.1, the Bank shall promptly give the Provider a notice thereof, and the Provider may at its own expense and in the Bank'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 Bank within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Bank shall be free to conduct the same on its own behalf.
- 30.4 The Bank 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 Bank 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 Bank.

31. Limitation of Liability

Except in cases of gross negligence or wilful 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 Bank; and
- (b) the aggregate liability of the Provider to the Bank, 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 Bank 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 Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank 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 Bank 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 Bank;
 - (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 Bank'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 Bank in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Bank 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 Bank 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 Bank a statement which has a material effect on the rights, obligations or interests of the Bank and which the Bank knows to be false;

- (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) the Bank, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
 - (g) the Provider, in the judgment of the Bank, 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 Bank, 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 Bank 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 Bank of the Provider's notice specifying such breach;
 - (b) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (c) the Bank 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 Bank nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with 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
	The Procurement Reference Number is BOU/SUPLS/25-26/00078/C
GCC 1(g)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 1(o)	The Site for delivery of the Supplies is Bank of Uganda Headquarters
GCC 2.1(f)	<p>The other documents forming part of the Contract are:</p> <ul style="list-style-type: none"> • Bidder's Price Schedule for Supplies and Related Services • Bidder's Delivery and Completion Schedule • Specifications and Compliance Sheet • Manufacturer's Authorization and Warranty • Any other documentation as shall be agreed upon in the contract
GCC 4.2 (b)	The version of Incoterms shall be Incoterms 2020-DDP Bank of Uganda Headquarters
GCC 5.1	The language shall be English.
GCC 6	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	<p>Any notice shall be sent to the following addresses: For the Bank, the address and the contact's name shall be Director, Procurement and Disposal Bank of Uganda Plot 37/45 Kampala Road, P. O. Box 7120, Kampala, Uganda +256414258441</p> <p>For the Provider, the address and contact name shall be as given on the first page of the Purchase Order. <i>As advised by the Provider</i></p>
GCC 9	The Governing law shall be the law of Uganda
GCC 10.2	The formal mechanism for the resolution of disputes shall be litigation before a court of competent jurisdiction within Uganda.
GCC 12	<p>Date of delivery shall be: three (3) months from date of contract signing.</p> <p>The shipping and other documents to be furnished by the Provider shall be all Equipment Operational Manuals and any relevant documents required and incidental to supply of the machines.</p> <p>The point of delivery shall be Bank of Uganda Headquarters located at Plot 37-45 Kampala Road Uganda</p>
GCC 13.5 (b)	The Bank of Uganda's prior approval is also required for:

GCC clause reference	Special Conditions
	<ul style="list-style-type: none"> • Access to the Bank of Uganda Premises • Any other changes in specifications as may arise.
GCC 15.2	The price adjustment shall be N/A
GCC 16.1	The structure of payments shall be: In full following Supply, Installation, Testing, Acceptance and Commissioning of the Equipment or percentage instalments based on the contract value and pegged to milestones as shall be agreed prior to contracting.
GCC 16.3	<p>The payment period shall be within 30 days after submission of the following:</p> <ul style="list-style-type: none"> (a) Certification for the respective deliverable (b) A Signed Delivery Note (c) Duly Signed Invoice (d) Signed Acceptance Test Report
GCC 16.4	The currency for payments shall be Uganda Shillings (UGX)
GCC 17.1	<p>An advance payment guarantee shall be required where a bidder requests for an Advance Payment. The amount shall not exceed 30% of the total contract value.</p> <p>The period of validity of the Advance Payment Guarantee shall be 2 months after delivery and acceptance of the equipment.</p>
GCC 18.1	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider
GCC 18.2	All costs including applicable taxes shall be included in the providers bid price
GCC 19.1	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be 3% of the contract price.</p> <p>The currency shall be Uganda Shillings (UGX)</p>
GCC 19.3	The forms of acceptable Performance Securities are an unconditional and irrevocable Bank Guarantees from a reputable Bank regulated by Bank of Uganda and in the Format Provided below.
GCC 19.4	Discharge of the Performance Security shall take place twenty-eight (28) days following the date of completion and sign-off of the Provider's performance obligations under the contract
GCC 24.2	The packing, marking and documentation within and outside the packages shall be Bank of Uganda
GCC 25	The insurance coverage required shall be all relevant Insurance policies for both equipment and staff of the provider that shall be involved in installation and related services
GCC 26	The INCOTERMS shall be Incoterms 2020-DDP Bank of Uganda Headquarters
GCC 28	Liquidated Damages shall apply.

GCC clause reference	Special Conditions
	The liquidated damage shall be 0.05% per week. The maximum amount of liquidated damages shall be 0.5% of the contract price.
GCC 29.3	The period of validity of the Warranty shall be as specified in the requirements.
GCC 29.5	The period within which the Provider shall repair or replace defective supplies shall be two (2) weeks from date of notification by the Bank.
GCC 31(b)	The amount of aggregate liability shall be 100%

Section 9: Contract Forms

Table of Forms

Advance Payment Security 75
Performance Security 76

[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 must represent the percentage of the Contract Price specified in the Contract and should be denominated in the currency(ies) of the Contract.]

Advance Payment Security

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 Bank of Uganda 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 Bank of Uganda 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 the supporting statement under 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 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 amount of the security must represent the percentage of the Contract Price specified in the Contract, and should be denominated in the currency(ies) of the Contract]

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 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 up to and including *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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]*