



# KIIRA MOTORS

— C O R P O R A T I O N —

MISSION VEHICLES MADE IN UGANDA

## **BIDDING DOCUMENT**

**FOR**

**SUPPLIES**

## **OPEN INTERNATIONAL BIDDING**

Subject of Procurement: **OPERATIONS MACHINERY FOR THE KIIRA VEHICLE PLANT**

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

Date of Issue: **NOVEMBER 21, 2023**

## PREFACE

1. This Standard Bidding Document (SBD) has been prepared by the Public Procurement and Disposal of Assets Authority (PPDA) for use by Procuring and Disposing Entities (PDEs) for the procurement of Supplies. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Public Procurement and Disposal of Assets Act, 2003 and the Public Procurement and Disposal of Assets Regulation, 2014 and best international procurement practices.
2. This SBD for the Procurement of Supplies is suitable for use under the Open (International or Domestic) Bidding procurement method with or without pre-qualification. It is also suitable for the Restricted (International or Domestic) Bidding procurement method. The SBD may also be used for procurement under the Direct Procurement method with appropriate modifications to the document.
3. For procurement under the Quotation Procurement Method a simpler SBD has been developed, “the Request for Quotations and Purchase Order”, which is generally more appropriate for this method.
4. This SBD is suitable for lump-sum contracts. The User Guide to this SBD indicates the circumstances in which its use is most appropriate.
5. This SBD provides recommended wording for Technical Compliance Selection (TCS) as the preferred evaluation methodology for Supplies.
6. Before using this SBD, the user should be familiar with the PPDA Act and Regulations and should read the User Guide to this SBD which has been prepared to provide guidance to public officials in the correct use of the Standard Bidding Document (SBD) for Supply as a model for preparing an individual Bidding Document.

PPDA welcomes any feedback or comments from the users of this SBD which will assist in improving this document.

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# STANDARD BIDDING DOCUMENT

## TABLE OF CONTENTS

Part 1 – Bidding Procedures .....	1
Section 1: Instructions To Bidders .....	1
Section 1: Instructions To Bidders .....	3
Section 2: Bid Data Sheet.....	22
Section 3: Evaluation Methodology And Criteria .....	25
Section 4: Bidding Forms .....	28
Section 5: Eligible Countries .....	38
Part 3 - Contract.....	54
Section 7: General Conditions of Contract for the Procurement of Supplies.....	54
Section 8: Special Conditions Of Contract.....	70
Section 9: Contract Forms .....	73

**ABRIDGED BID NOTICE UNDER OPEN BIDDING**



**KIIRA MOTORS**

— C O R P O R A T I O N —

MISSION VEHICLES MADE IN UGANDA

**BID NOTICE**

1. Kiira Motors Corporation (KMC) invites sealed bids for:

SN	PROCUREMENT REF NO.	SUBJECT MATTER OF PROCUREMENT
1.	KMC/SUPLS/2023-24/00102	Operations Machinery for the Kiira Vehicle Plant

2. The Bidding documents shall be inspected and issued at Kiira Motors Corporation, Plot 701, Block 2, Mawaito Village, Kakira Town Council, Jinja District and on the entity's website.
3. The deadline for bid submission shall be at **11:00 AM EAT** on **December 19, 2023**.
4. The detailed notice is available on the entity's website at [www.kiiramotors.com](http://www.kiiramotors.com) and at [www.pdda.go.ug](http://www.pdda.go.ug).

**CHIEF EXECUTIVE OFFICER**



# KIIRA MOTORS

— C O R P O R A T I O N —

MISSION VEHICLES MADE IN UGANDA

## BID NOTICE UNDER OPEN BIDDING

21<sup>st</sup> November, 2023

### INVITATION TO BID FOR SUPPLY OF OPERATIONS MACHINERY FOR THE KIIRA VEHICLE PLANT – REF NO: KMC/SUPLS/2023-24/00102

1. Kiira Motors Corporation (KMC) has allocated funds for the Supply of Operations Machinery for the Kiira Vehicle Plant.
2. KMC invites a sealed bid from for the provision of the above supplies.
3. Bidding will be conducted in accordance with the Open International bidding method contained in the Public Procurement and Disposal of Public Assets Act, 2003, and is open to all bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 8(a) from 08:00am - 05:00pm working days.
5. Bids must be delivered to the address below at 8(c) at or before **December 19, 2023 at 11:00 AM EAT**. All bids must be accompanied by a bid security of **UGX. 20,000,000 (Uganda Shillings Twenty Million Only)** in form of Bank guarantee. Bid securities must be valid until **May 07, 2024**. Late bids shall be rejected.
6. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 8(d) at **11:30 AM EAT**.
7. There shall be a pre-bid meeting on **November 29, 2023 at 10:00 AM EAT** at the Kiira Vehicle Plant for interested bidders. Bidders that intend to attend the pre-bid meeting shall confirm attendance by sending an email to [pdu@kiiramotors.com](mailto:pdu@kiiramotors.com) before **November 28, 2023 at 12:00 PM**.
8. Bidders should note the following:
  - a) Documents may be inspected at: Kiira Motors Corporation  
Plot 701, Jinja Industrial & Business Park  
Jinja, Uganda
  - b) Documents will be issued from: Kiira Motors Corporation  
Plot 701, Jinja Industrial & Business Park  
Jinja, Uganda
  - c) Bids must be delivered to: Kiira Motors Corporation  
Plot 701, Jinja Industrial & Business Park  
Jinja, Uganda
  - d) Address of bid opening: Kiira Motors Corporation  
Plot 701, Jinja Industrial & Business Park  
Jinja, Uganda

9. The planned procurement schedule for this procurement (subject to changes) is as follows:

ACTIVITY		DATE
a)	Publish Bid Notice	November 21, 2023
b)	Pre-Bid Meeting	November 29, 2023
c)	Bid Closing Date	December 19, 2023
d)	Evaluation process	<i>Within 20 working days from bid closing date</i>
e)	Display and communication of Best Evaluated Bidder notice	<i>Within five (05) working days from Contracts Committee award</i>
f)	Contract signature	<i>After expiry of Notice of Best Evaluated Bidder and Solicitor General's approval</i>

Paul Isaac Musasizi

**CHIEF EXECUTIVE OFFICER**

**PART 1 – BIDDING PROCEDURES**  
**SECTION 1: INSTRUCTIONS TO BIDDERS**

**TABLE OF CLAUSES**

<b>A. General .....</b>	<b>3</b>
1. Scope of Bid .....	3
2. Source of Funds.....	3
3. Corrupt Practices .....	3
4. Eligible Bidders.....	4
5. Eligible Supplies and Related Services .....	6
<b>B. Bidding Document .....</b>	<b>6</b>
6. Contents of Bidding Document.....	6
7. Clarification of Bidding Document.....	7
8. Amendment of Bidding Document .....	7
<b>C. Preparation of Bids .....</b>	<b>7</b>
9. Cost of Bidding .....	7
10. Language of Bid and Communications .....	7
11. Documents Comprising the Bid .....	8
12. Bid Submission Sheet and Price Schedules .....	8
13. Alternative Bids.....	9
14. Bid Prices and Discounts.....	10
15. Currencies of Bid .....	11
16. Documents Establishing the Eligibility of the Bidder.....	11
17. Documents Establishing the Eligibility of Supplies.....	11
18. Documents Establishing the Conformity of the Supplies .....	11
19. Documents Establishing the Qualifications of the Bidder .....	12
20. Period of Validity of Bids .....	12
21. Bid Security or Bid Securing Declaration.....	12
22. Format and Signing of Bid.....	13
<b>D. Submission and Opening of Bids .....</b>	<b>13</b>
23. Sealing and Marking of Bids.....	13
24. Deadline for Submission of Bids .....	14
25. Late Bids .....	14
26. Withdrawal and Replacement of Bids.....	14
27. Bid Opening .....	14
<b>E. Evaluation of Bids.....</b>	<b>15</b>
28. Confidentiality.....	15
29. Clarification of Bids .....	15
30. Compliance and Responsiveness of Bids.....	16
31. Nonconformities, Errors, and Omissions .....	16
32. Preliminary Examination of Bids – Eligibility and Administrative Compliance.....	17
33. Detailed Commercial and Technical Evaluation.....	17
34. Conversion to Single Currency .....	18

35. Margin of Preference.....	18
36. Financial Comparison of Bids.....	18
37. Determination of Best Evaluated Bid(s) .....	19
38. Post-qualification of the Bidder .....	19
<b>F. Award of Contract .....</b>	<b>19</b>
39. Award Procedure.....	19
40. Procuring and Disposing Entity’s Right to Accept or Reject Any or All Bids.....	20
41. Procuring and Disposing Entity’s Right to Vary Quantities at Time of Award .....	20
42. Signing and Effectiveness of Contract .....	20
43. Debriefing.....	20
44. Performance Security .....	20
45. Administrative Review.....	21



## SECTION 1: INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 1. Scope of Bid

- 1.1 Kiira Motors Corporation (KMC) as indicated in the Bid Data Sheet (BDS), invites bid for the provision of Supplies and related Services incidental thereto as specified in Section 6, Statement of Requirements. The Instructions to Bidders 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 Public Procurement and Disposal of Public Assets Act, 2003 and Public Procurement and Disposal of Public Assets Regulations, 2014.

#### 2. Source of Funds

- 2.1 Kiira Motors Corporation as indicated in the BDS has an approved budget from Government funds towards the cost for the Supply, Installation, Commissioning & Training for the Kiira Vehicle Plant Production System. KMC intends to use these funds to place a contract for which these Bidding Documents are issued.
- 2.2 Payments will be made directly by Kiira Motors Corporation and will be subject in all respects to the terms and conditions of the resulting contract placed by Kiira Motors Corporation.

#### 3. Corrupt Practices

- 3.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Bidders and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Uganda;
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public 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;
  - (c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Bidders 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 Procuring and Disposing Entity may terminate a contract or be ordered by the Public Procurement and Disposal of Public Assets Appeals Tribunal to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity 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 Government of Uganda requires representatives of both the Procuring and Disposing Entities and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Authority, 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 Procuring and Disposing Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring and Disposing Entity.

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

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the bidder has the legal capacity to enter into a contract;
  - (b) the bidder is not:
    - (i) insolvent;
    - (ii) in receivership;
    - (iii) bankrupt; or
    - (iv) being wound up
  - (c) the bidder’s business activities have not been suspended;

- (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); 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 jointly and severally liable. For bids 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. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if 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 Procuring and Disposing Entity 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 Authority 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 Bidders shall provide such evidence of their continued eligibility satisfactory to Kiira Motors Corporation, as Kiira Motors Corporation 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 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 Bidders (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 Bidders who did not obtain the Bidding Document directly from Kiira Motors Corporation will be rejected during evaluation. Where a Bidding Document is obtained from KMC on a Bidder's behalf, the Bidder's name must be registered with KMC 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.
- 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 Kiira Motors Corporation in writing at the address indicated in the BDS. Kiira Motors Corporation will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. Kiira Motors Corporation shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should KMC 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 bids, KMC 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 KMC.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, KMC may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

## **C. PREPARATION OF BIDS**

### **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and KMC 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 KMC 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) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;
- (c) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (d) 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;
- (e) documentary evidence in accordance with ITB Clauses 18 and 30, that the Supplies and Related Services conform to the Bidding Documents;
- (f) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and
- (h) 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 alternative bids in accordance with ITB Clause 13;

- (j) confirmation that the Bidder has not been suspended by the Authority;
- (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;
- (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 Bids**

13.1 Alternative bids shall not be considered.

13.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -

- (a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
- (b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
- (c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

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

13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the 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.
- 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 shall not in any way limit Kiira Motors Corporation'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.
- 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, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are 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 Uganda Shillings; and
- (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 Uganda Shillings.

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

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

## **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, Bidders shall complete the country of origin declarations in the Price Schedule included in Section 4, Bidding Forms.

17.2 Bidders with a current registration with the Authority are not required to submit:

- (a) a copy of the bidder's current trading licence or equivalent;
- (b) a copy of the bidder's certificate of registration or equivalent;

but should include details of their Authority Registration Number in the bid submission sheet.

## **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 bidders may be required to submit representative samples of the Supplies being offered and/or be requested to demonstrate the operation of the supplies to the Procuring and Disposing Entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring and Disposing Entity 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 Procuring and Disposing Entity'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 Bids**

- 20.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.
- 20.2 The Procuring and Disposing Entity 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 Procuring and Disposing Entity may request Bidders to extend the period of validity of their bids. 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. A 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity as non-compliant.

- 21.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security 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 the documents comprising the bid as described in ITB Clause 11.
- 22.2 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 BIDS**

### **23 Sealing and Marking of Bids**

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

## **24 Deadline for Submission of Bids**

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

## **25 Late Bids**

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

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

- 26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 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 Procuring and Disposing Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids 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 bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4 Bids 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 bids.

## **27. Bid Opening**

- 27.1 The Procuring and Disposing Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 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 contains a valid authorisation to request the withdrawal and is read out at the bid opening.

All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

Only envelopes that are opened and read out at the bid opening shall be considered further.

- 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 Procuring and Disposing Entity may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Procuring and Disposing Entity 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 Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on the Procuring and Disposing Entity’s Notice Board within one working day from the date of the bid opening.

## **E. EVALUATION OF BIDS**

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.
- 28.2 Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions 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 Procuring and Disposing Entity on any matter related to the bidding process, it should do so in writing.

### **29. Clarification of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity’s request for clarification and the response shall be in writing. All requests for clarification shall be copied to all bidders for information purposes. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the

Procuring and Disposing Entity in the evaluation of the bids, in accordance with ITB Clause 31.4.

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

- 30.1 The Procuring and Disposing Entity's determination of a 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 procuring and disposing entity or the obligations of the bidder under the contract;
  - (c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
  - (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -
    - (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
    - (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
    - (iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Procuring and Disposing Entity 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 a bid is substantially compliant and responsive, the Procuring and Disposing Entity may waive any non-conformity or omissions in the bid that does not constitute a material deviation.
- 31.2 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity 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 a bid is substantially compliant and responsive, the Procuring and Disposing Entity 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. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.

- 31.4 Provided that the bid is substantially compliant and responsive, the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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
  - (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 Bids – Eligibility and Administrative Compliance**

- 32.1 The Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Supplies and related services in accordance with ITB Clauses 4 and 5.
- 32.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder, the Supplies and/or the related Services are not eligible, it shall reject the bid.
- 32.3 The Procuring and Disposing Entity shall examine the bids 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33.3 The Procuring and Disposing Entity 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 Procuring and Disposing Entity determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

#### **34 Conversion to Single Currency**

For evaluation and comparison purposes, the Procuring and Disposing Entity 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, bids will be classified in one of two groups, as follows:
- (a) Group A: Goods manufactured in Uganda, for which (i) labour, raw materials, and components from within Uganda account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or 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 Bidders claiming eligibility for a Margin of Preference must provide documentary evidence that at least thirty percent of the labour, raw materials and components of the goods originate in Uganda and that the production facility in which the goods are to be assembled or processed is engaged in the manufacturing, assembling or processing of the goods at the time of submission of the bid.

#### **36. Financial Comparison of Bids**

- 36.1 The Procuring and Disposing Entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate a bid, the Procuring and Disposing Entity 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 Procuring and Disposing Entity's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 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 comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.

- 36.4 To financially compare bids, the Procuring and Disposing Entity 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;
  - (e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;
  - (f) convert all bids to a single currency in accordance with ITB Clause 34;
  - (g) apply any margin of preference in accordance with ITB Clause 35;
  - (h) determine the total evaluated price of each bid.

### **37. Determination of Best Evaluated Bid(s)**

The Procuring and Disposing Entity shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

### **38. Post-qualification of the Bidder**

- 38.1 The Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring Entity 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 all Bidders and to the Authority for publication 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 Procuring and Disposing Entity 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 PPDA Act.

#### **40. Procuring and Disposing Entity's Right to Accept or Reject Any or All Bids**

The Procuring and Disposing Entity 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 Procuring and Disposing Entity, without thereby incurring any liability to Bidders.

#### **41. Procuring and Disposing Entity's Right to Vary Quantities at Time of Award**

- 41.1 At the time the Contract is awarded, the Procuring and Disposing Entity reserves the right to increase or decrease the quantity of Supplies and Related Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.
- 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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**

Bidders may seek an Administrative Review by the Accounting Officer in accordance with the Public Procurement and Disposal of Assets Act, 2003 if they are aggrieved with the decision of the Procuring and Disposing Entity.

## SECTION 2: BID DATA SHEET

Instructions to Bidders Reference	Data Relevant to the ITB
<b>A. GENERAL</b>	
<b>ITB 1.1</b>	The Procuring and Disposing Entity is: <b>Kiira Motors Corporation</b>
<b>ITB 1.1</b>	The subject of procurement is: <b>SUPPLY OF OPERATIONS MACHINERY FOR THE KIIRA VEHICLE PLANT</b>
<b>ITB 1.1</b>	The Procurement Reference number of the Bidding Document is: <b>KMC/SUPLS/2023-24/00102</b>
<b>ITB 1.1</b>	The number and identification of lots comprising this Bidding Document is: <b>NA</b> The minimum and maximum number of Lots a Bidder may bid for is: <b>NA</b>
<b>ITB 5.5</b>	The Bidder <b>shall</b> be required to include with its Bid, documentation from the Manufacturer of the Supplies, that it has been duly authorised to supply, in Uganda, the Supplies indicated in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms.
<b>B. BIDDING DOCUMENT</b>	
<b>ITB 7</b>	For clarification purposes only, the Procuring and Disposing Entity's address is: Attention: <b>The Chief Executive Officer</b> Kiira Motors Corporation Attention: Procurement and Disposal Unit Plot 701, Block 2, Jinja Industrial and Business Park Tel: +256-393-517888 Email: <a href="mailto:ceo@kiiramotors.com">ceo@kiiramotors.com</a> Copy To (cc): <a href="mailto:pdu@kiiramotors.com">pdu@kiiramotors.com</a>
<b>ITB 7</b>	Kiira Motors Corporation will respond to any request for clarification provided that such request is received no later than <b>Seven (07) days</b> prior to the deadline for submission of Bids.
<b>C. PREPARATION OF BIDS</b>	
<b>ITB 10.1</b>	The medium of communication shall be in writing.
<b>ITB 10.2</b>	The language for the bid is English.
<b>ITB 11(h)</b>	The Bidder shall submit with its bid the following additional documents: a) A copy of the Bidder's Certificate of Incorporation or an equivalent. b) A copy of a valid Bidder's Trade Licence or equivalent e.g., Operational License. These must be valid and or current. c) Tax Clearance Certificate addressed to Kiira Motors Corporation issued in FY2023/24 or evidence of payment of business taxes in the Country of Origin/Operation. d) Notarized or Registered Powers of Attorney in favour of the Signatory.

Instructions to Bidders Reference	Data Relevant to the ITB
	e) A copy of the bidder's current TIN Registration Certificate or an equivalent. f) Signed code of Ethical Conduct in Business for bidders and providers g) A Bid Security of <b>UGX. 20,000,000 (Uganda Shillings Twenty Million Only)</b> in form of Bank guarantee valid till <b>May 07, 2024</b> . h) Signed commitment to adhere to the Code of Ethical Conduct for Bidders and Providers. i) A copy of the Duly populated Beneficial Ownership Declaration Form. j) At least four (04) recommendation letters and copies of signed contracts or purchase orders for similar supplies. Similarity shall consider the scope, nature & value. At least two (02) for each of the equipment should be presented. k) Manufacturer's Authorisation. l) Company Audited Books of Accounts for the last two (02) years in English i.e., 2021 and 2022. m) A declaration in the Bid Submission Sheet of nationality of the Bidder.
<b>ITB 13.1</b>	Alternative Bids <b>shall not</b> be permitted.
<b>ITB 14.5</b>	The Incoterms edition is: <b>2020</b>
<b>ITB 14.6(a)(i)</b>	For Supplies, the Bidder shall quote prices using the following Incoterms: <b>Delivery Duty Unpaid (DDU), Kiira Vehicle Plant</b>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be: <b>Fixed during the bidder's performance of the Contract</b>
<b>ITB 15.1(a)</b>	For Supplies and related services originating in Uganda the currency of the bid shall be: <b>Uganda Shillings (UGX)</b>
<b>ITB 15.1(b)</b>	For Supplies and related services originating outside of Uganda the currency of the bid shall be: <b>Uganda Shillings (UGX)</b>
<b>ITB 18.3</b>	Bidders shall not provide a representative sample of the Supplies as detailed in Section 6 Statement of Requirements. Bidders shall not provide a demonstration of the use of the supplies during the evaluation process.
<b>ITB 20.1</b>	Bids shall be valid until <b>March 25, 2024</b> .
<b>ITB 21.1</b>	A Bid Security <b>shall</b> be required in form of a Bank Guarantee.
<b>ITB 21.2</b>	The amount and currency of the Bid Security shall be <b>UGX 20,000,000 (Uganda Shillings Twenty Million Only)</b>
<b>ITB 21.3</b>	The Bid Security shall be valid until <b>May 07, 2024</b> . (Calculated as 28 days beyond the bid validity date above)

Instructions to Bidders Reference	Data Relevant to the ITB
ITB 22.1	In addition to the original of the Bid, the number of copies required is: <b>Two (02)</b>
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
ITB 24.1	<p>For bid submission purposes only, Kiira Motors Corporation's address is:            Kiira Motors Corporation            Plot 701, Block 2, Jinja Industrial and Business Park            Jinja, Uganda            Tel: +256-393-517888</p> <p>The deadline for bid submission is: <b>December 19, 2023</b>            Time (local time): <b>11:00 AM EAT</b></p>
ITB 27.1	<p>For bid opening shall take place at:            Kiira Motors Corporation            Plot 701, Block 2, Jinja Industrial and Business Park            Jinja, Uganda            Tel: +256-393-517888</p> <p>The deadline for bid submission is: <b>December 19, 2023</b>            Time (local time): <b>11:30 AM EAT</b></p>
<b>E. EVALUATION OF BIDS</b>	
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 is: <b>NA</b></p> <p>The source of exchange rate shall be: Bank of Uganda.</p> <p>The date for the exchange rate shall be: <b>NA</b></p>
ITB 35.1	A margin of preference <b>shall not</b> apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITB 35.3	The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: <b>NA</b>
<b>F. AWARD OF CONTRACT</b>	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: <b>NIL</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>NIL</b></p>
ITB 45.1	The Advance Payment shall be limited to <b>Thirty percent (30%)</b> of the Contract Price.

## **SECTION 3: EVALUATION METHODOLOGY AND CRITERIA**

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

### **A EVALUATION METHODOLOGY**

#### **1. Methodology Used**

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

#### **2. Summary of Methodology**

2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

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

2.3 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

### **B PRELIMINARY EXAMINATION CRITERIA**

#### **3. Eligibility Criteria**

3.1 The eligibility requirements shall be determined for: -

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

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

- (a) Certificate of Registration issued by the Authority for bidders currently registered with the Authority or a copy of the Bidder's Trading Licence for the year 2020 or equivalent and a copy of the Bidder's Certificate of Registration or equivalent for bidders not currently registered with the Authority.
- (b) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
- (c) a declaration in the Bid Submission Sheet of nationality of the Bidder;
- (d) a declaration in the Bid Submission Sheet that the Bidder is not under suspension by the Authority;

- (e) fulfilment of obligations to pay taxes and social security contributions in Uganda where applicable.
- 3.3 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.
- 3.4 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:
- (a) 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
    - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
  - (b) 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. Administrative Compliance Criteria**

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

### **C DETAILED EVALUATION CRITERIA**

#### **5. Commercial Criteria**

The commercial responsiveness of bids 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.

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

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

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 Bidders to quote different prices for single lots and for the award to a single Bidder of multiple lots, the Procuring and Disposing Entity shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

## **E POST-QUALIFICATION**

Kiira Motors Corporation shall 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.

## SECTION 4: BIDDING FORMS

### TABLE OF FORMS

Bid Submission Sheet.....	29
Code of Ethical Conduct in Business for Bidders and Providers.....	31
Manufacturer’s Authorisation .....	33
Price Schedule For Supplies And Related Services .....	34
Bid Security .....	35

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

## **BID SUBMISSION SHEET**

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issue date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Statement of Requirements the following Supplies and Related Services *[insert a brief description of the Supplies and Related Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:  
Unconditional discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.]*  
Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;  
Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *[Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.]*  
Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our bid shall be valid until the date specified in ITB Sub-Clause 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;
- (l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Procuring and Disposing Entity;
- (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]*

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

(Under Section 93 of the Public Procurement and Disposal of Public Assets Act, 2003)

## **1. Ethical Principles**

Bidders and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
  - i. the laws of Uganda; and
  - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

## **2. Standards**

Bidders and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

## **3. Conflict of Interest**

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring and disposing entity. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

## **4. Confidentiality and Accuracy of Information**

- (a) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (b) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

## **5. Gifts and Hospitality**

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring and disposing entity that might be viewed by others as having an influence on a government procurement decision.

## **6. Inducements**

- (a) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (b) Bidders and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

## **7. Fraudulent Practices**

Bidders and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;

- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE; and
- (f) withholding information from the PDE during contract execution to the detriment of the PDE.

I ..... agree to comply with the above code of ethical conduct in business.

-----  
*AUTHORISED SIGNATORY*

-----  
*NAME OF BIDDER/PROVIDER*

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

### **MANUFACTURER'S AUTHORISATION**

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

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

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

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

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

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

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

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

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

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

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

### **PRICE SCHEDULE FOR SUPPLIES AND RELATED SERVICES**

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

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

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

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

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

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

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

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

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

<sup>1</sup> In accordance with margin of preference ITB Clause 35, if applicable

<sup>2</sup> In accordance with ITB Clauses 14 and 15



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

## **BID SECURITY**

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

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

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

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

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the Procuring and Disposing Entity, during the period of bid validity, fails or refuses to:
  - (a) sign the Contract in accordance with ITB Clause 42; or
  - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
  - (c) accept the correction of its bid by the Procuring Entity, pursuant to ITB Clause 31;

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

This security shall remain in force up to and including *[Insert date, month and year as per ITB Clause 21.3]* 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.

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

Name: *[insert complete name of person signing the Security]* In the capacity of *[insert legal capacity of person signing the Security]* duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

## TEMPLATE BENEFICIAL OWNERSHIP DECLARATION FORM

### Template Beneficial Ownership Declaration Form

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

Company Identification	
Full legal name of the Bidder (Company or Joint Venture)	
Physical/ Contact Address	
Name(s) of Beneficial Owner(s) of the Company/Joint Venture Companies/Consortiums etc.	Name(s):
	1.
	2.
	3.

Are any of the beneficial owners a Politically Exposed Person (PEP)?  No  Yes If Yes, Name.....

Public office position and role: ..... Date when office was assumed:.....

#### Attestation

I, undersigned, for and behalf of the Bidder confirm that all 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 arrangement or the natural person on whose behalf a transaction is conducted, and includes those natural persons who exercise ultimate effective control a legal person or arrangement directly or indirectly.”*

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

### **BID-SECURING DECLARATION**

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that we will automatically be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
  - (b) having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 43; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 31;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not the successful Bidder, upon the earlier of (i) the expiry of the notice of best evaluated bidder or upon the expiration of the validity of my/our bid on the *[insert bid validity date]*,

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

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

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

Corporate Seal (where appropriate)

## **SECTION 5: ELIGIBLE COUNTRIES**

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

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.

## STATEMENT OF REQUIREMENTS

### TABLE OF CONTENTS

1. BACKGROUND .....	40
2. DETAILED SPECIFICATIONS OF THE MACHINERY .....	40
2.1 4X2 RHD FIRE FIGHTING TRUCK .....	40
2.1.1 MANUALS .....	42
2.1.2 WARRANTY .....	42
2.1.3 COMMISSION AND SITE TRAINING .....	42
2.2 10-TON DIESEL FORKLIFT .....	43
2.2.1 MANUALS .....	43
2.2.2 COMMISSION AND SITE TRAINING .....	44
3. DELIVERY, INSPECTION AND ACCEPTANCE .....	44
4. WARRANTY .....	44
5. TERMS OF PAYMENT .....	44
6. APPLICABLE LANGUAGE .....	44
7. NOTICES .....	44

## 1. BACKGROUND

Kiira Motors Corporation (KMC) is an indigenous initiative leading the e-Mobility revolution in the region by harnessing the abundant mineral resources and infrastructure to add value in the mobility value chain with the view of reducing the importation of mobility solutions and developing human capital for the mobility industry.

Kiira Motors Corporation (KMC) is set to commission the Kiira Vehicle Plant located at Plot 701, Block 2, Mawaito Village, Kakira Town Council, Jinja District in Uganda.

The plant is isolated in the Jinja Industrial and Business Park with no close proximity to any fire brigade stations or operation. To support the safety and smooth operations of the plant, there is a need to acquire a Firefighting Truck equipped with water & foam tanks and advanced firefighting gear intended to address any fire emergencies and disasters to ensure the safety of the property and staff. The plant is equipped with firefighting systems and the Firefighting Truck is to provide a backup but also as a primary option for stations far or outside the plant.

The 10-Ton Diesel Forklift will be deployed for the efficient handling or lifting of heavy loads, making it suitable, efficient, safe, and cost-effective for the movement of bulky materials ranging from machinery, 20ft & 40ft containers etc.

Kiira Motors Corporation is seeking a competent supplier for these machinery to the Kiira Vehicle Plant as laid out in this Statement of Requirements.

## 2. DETAILED SPECIFICATIONS OF THE MACHINERY

### 2.1 4X2 RHD FIRE FIGHTING TRUCK

OVERALL PARAMETERS		
General	Make & Model:	Brand New
	Year of Manufacture	≥ 2023
	Drive Type	4 X 2
Engine	Fuel Tank	Lockable 170 Liters (minimum)
	Power	Minimum 300HP
	Emission Standard	Euro III
	Displacement(cc)	Not Exceeding 11000
	Engine Type	6 cylinders in line, water cooling, turbo-charged diesel engine, inter-cooling
Chassis	Cab	Double row cab, flat roof, with A/C
	Tyre No.	6+1
	Tyre Specification	Minimum 295/80R22.5 Tubeless Tyre
	Wheelbase (mm)	Minimum 4500
	Frame Overhang (mm)	Minimum 1900
	Axle No.	02
	Steering Wheel	Right Hand Drive, power-assisted
	Gear Box	10 speed forward with 2 reverse, Manual
Brake	Air brakes	
Signaling Unit	Roof Light Bar	Blue & red, light 2x rotator, 2x quad center mirrors, 4x corner mirrors
	Radio and Intercom unit	Fitted with connection to power supply and cabling, fully functional

	Electronic siren	PA 300 (wail-yelp-hilo, airhorn, pulsar) with loudspeaker, MS 100, (output 100 W) and microphone, Loudspeaker not exposed to water
Quality Standards	Manufacturers Standards Certifications	ISO 9001. Quality System Certificate ISO 14001 Environmental Management Standards
<b>WATER TANK</b>		
Water tank capacity	6000L	
Tank material	POLYPROPYLENE (PP) TANK First class polypropylene (PP) corrosion proof Minimum wall thickness 20mm Tensile strength: 24 N/mm <sup>2</sup> Modulus of elasticity: 1100 N/mm <sup>2</sup> at 20°C	
Fitting	a) Two (02) hydrant inlets b) Two (02) Level Indicators c) Two (02) Drain Outlets with Ball Valve. d) Two (02) Water Injection Nozzles	
<b>FOAM TANK</b>		
Foam tank capacity	1000L fitted with admixing system	
Tank material	Polypropylene (PP) Tank, corrosion proof	
Fitting	a) Tank drain with ball type valve b) Stainless Steel Manhole for filling and maintenance. c) One inlet, with coupling and blank cap d) Suction line to the foam proportioning system	
<b>FIRE FIGHTING PUMP</b>		
Type	Centrifugal, with 1 normal pressure and 4 high pressure stages	
Flow	Minimum 3.500 l/min at 10 bar or 250l/min at 40 bar when operating from the tank	
Installation way	Rear position	
Switch	Fitted in the Drivers Cabin	
<b>FIRE CANNONS</b>		
Flow	adjustable from 800 to 3.000 l/min (nominal) at 10 bar	
Range	Water straight stream throw: min. 60 m Foam straight stream throw: min. 55 m Water dispersed pattern min. 7 m wide Foam dispersed pattern min. 7 m wide	
Installation position	On the top of the water tank	
Rotation degree	Horizontal: 360°, Direct manual control on the turret	
<b>PIPING SYSTEM</b>		
Water Inlet Pipeline	Minimum $\Phi$ 150mm inlet on the roof	
	Minimum $\Phi$ 65mm injection pipe of the tank	
Water outlet pipeline	1 water outlet on both sides; Diameter $\geq$ 100mm	
Residual water drainage pipeline	Installed in the pipeline and equipped with ball valves	
Cooling water pipeline	Equipped with a cooling water pipeline and a control valve	
<b>POWER TAKE-OFF (PTO) SYSTEM</b>		
Type	Full Power Sandwich PTO	
Lubrication type	Splash Oil Lubrication	
Cooling method	Forced Water Cooling	

<b>ELECTRICAL SYSTEM (24V Electric System)</b>	
All circuits are separately fused, suitably indicated and grouped in to a common fuse box.	
1	01 set of traffic lights as per chassis manufacturer.
2	01 rear registration number plate with light
3	01 Blue/ red light bar
4	02 warning lights LED on the rear
5	PA system with a 2-tone siren
6	Vertical LED locker lights in each compartment with shutter activation automatic sensor
7	Side illumination lights LED
8	Rear illumination lights LED
9	01 LED Extendable pole
10	AC Mains Supply 220 – 240 Volts
11	Power windows all-round
12	Fog Search Lights
<b>EQUIPMENT BOX AND PUMP ROOM</b>	
Material	Built with high-quality carbon steel Internal equipment rack made of aluminum alloy profile Interior trim panel: aluminum plate treated with oxidation
Structure	Sectional steel structure
Opening doors	Aluminum alloy roller shutter doors on the left and right sides of the equipment box
<b>OTHER VEHICLE FITTINGS</b>	
<ul style="list-style-type: none"> <li>○ Radio with USB Connector</li> <li>○ Locking System, with Central Locking</li> <li>○ Driver's Suspension Seat, Standard</li> <li>○ First Aid Kit</li> <li>○ Requisite firefighting equipment</li> </ul>	<ul style="list-style-type: none"> <li>○ Hazard Warning Triangle</li> <li>○ Driver's Cab painted in red, RAL 3000</li> <li>○ Air Conditioning System</li> <li>○ Stone Guard Grille, Metal, for Headlamps</li> </ul>

### 2.1.1 MANUALS

The vehicle shall be supplied with the following documents in English Language:

- a) Operation and Parts Identification Manual
- b) Electrical Wiring Diagram
- c) Piping and Layout Diagram
- d) Chassis Operators Manual
- e) Maintenance Manual
- f) Warranty Certificates

### 2.1.2 WARRANTY

The warranty requirement for the vehicle shall be Two (02) years from the date of receipt and acceptance of all ordered items.

### 2.1.3 COMMISSION AND SITE TRAINING

After delivery of the vehicle, the supplier will provide commissioning and training for the vehicle for a period of at least of ten (10) days until the KMC team can fully operate the equipment.

#### NOTE:

The supplier shall be required to have an authorized service center offering Spare and Replacement Parts, Service Maintenance & Repair support in Uganda.



## 2.2 10-TON DIESEL FORKLIFT

SN	PARAMETER	SPECIFICATION	
1.	General	Rated Lifting Load Capacity	10,000kg
		Load Center	600mm
		Power Type	Diesel
		Driving Mode	Sit-On Type
2.	Engine	Rated Power (kW/rpm)	83/2000
		Rated Torque (Nm/rpm)	450/1400-1500
		Cylinder Number	06
		Engine Displacement (cc)	Not exceeding 7.2
3.	Brake & transmission	Transmission type	Intelligent gear shifting
		Transmission number of speed (fwd/bwd)	2/2
		Battery (Ah)	80
		Oil Tank Capacity (l)	160
		Service brake	Powered brake pedal
		Parking brake	Mechanical- hand brake lever pedal
4.	Tyre	Tyre Type	Pneumatic Tyre
		Wheel number (front/rear)	4X/2
5.	Dimensions	Mast height, extended (mm)	4415
		Max. fork height (mm)	4000
		Mast height lowered (mm)	3400
		Free Lift (mm)	200
		Overall Length (mm with Forks)	6610
		Overall Length (mm without Forks)	4170
		Front Overhang (mm)	722
		Rear Overhang (mm)	715
		Minimum Ground Clearance (in mm, from bottom of mast)	250
		Minimum Turning radius (external, in mm)	3900
		Minimum Turning radius (internal, in mm)	200
		Fork Size (mm)	80x2440x175

### 2.2.1 MANUALS

The equipment shall be supplied with the following documents in English Language:

- a) Operation and Parts Manual
- b) Maintenance Manual
- c) Service Manual
- d) Safety Manual
- e) Warranty Certificates

### **2.2.2 COMMISSION AND SITE TRAINING**

After delivery of the vehicle, the supplier will provide commissioning and training for the vehicle for a period of at least of five (05) days until the KMC team can fully operate the equipment.

### **3. DELIVERY, INSPECTION AND ACCEPTANCE**

All supplies shall be delivered to;

Kiira Vehicle Plant

Plot 701, Jinja Industrial and Business Park

Kagogwa Village, Mawaito Parish, Kakira Town Council

**JINJA**

The supplier shall deliver all ordered items within a period of five (05) months from the date of the contract commencement

### **4. WARRANTY**

The warranty requirement for the Firetruck and the 10-Ton Diesel Forklift shall be Two (02) years from the date of receipt and acceptance of all ordered items.

### **5. TERMS OF PAYMENT**

The supplier shall submit a quotation in Uganda Shillings (UGX). The incoterm shall be Delivery Duty Unpaid (DDU), the Kiira Vehicle Plant located at Plot 701, Block 2, Mawaito Village, Kakira Town Council, Jinja District in Uganda.

The provider shall be paid a full contract price upon delivery, inspection and acceptance of all ordered items.

### **6. APPLICABLE LANGUAGE**

The Language of communication, Machine instructions and Manuals shall be English. The supplier shall ensure that all required information originally not availed in English is translated to English language.

### **7. NOTICES**

The supplier shall treat all documentation, information and data provided by Kiira Motors Corporation in trust and confidence and agrees that it shall be used only for this procurement and shall not be used for any other purpose or disclosed to any third party.

Notice required shall be in writing and can either be hand delivered, sent by courier or electronic transmission to the address below with attention to the contract manager:

The Chief Executive Officer

Kiira Motors Corporation

Plot 701, Block 2, Jinja Industrial and Business Park

**Jinja, Uganda**

Email: [ceo@kiiramotors.com](mailto:ceo@kiiramotors.com)

Phone: +256-393-517888

## 1. LIST OF SUPPLIES AND RELATED SERVICES

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

<b>Item number</b>	<b>Brief Description of Supplies and Related Services</b>	<b>Quantity</b>	<b>Unit of Measure</b>
1	Firefighting truck (as per the specifications presented)	1	Truck
2	10-Ton Diesel Forklift (as per the specifications presented)	1	Forklift

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

## 2. DELIVERY AND COMPLETION SCHEDULE

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

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.

<b>Item number</b>	<b>Brief Description of Supplies or Related Services</b>	<b>Delivery/ Completion Period (days/weeks/months)</b>	<b>Delivery Point/Site</b>
1	Firefighting truck (as per the specifications presented)	Five (05) months	Kiira Vehicle Plant, Plot 701, Block 2, Jinja Industrial & Business Park, Jinja
2	10-Ton Diesel Forklift (as per the specifications presented)	Five (05) months	

### 3. SPECIFICATION AND COMPLIANCE SHEET

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

Column b states the minimum technical specification of the item(s) required by Kiira Motors Corporation. The Bidder is to complete column c with the technical specification of the item(s) offered and to state “comply” or “not comply” and give details of the areas of non-compliance. Column d provides the technical literature of the specification offered.

#### 1. 4X2 RHD FIRE FIGHTING TRUCK

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
<b>OVERALL PARAMETERS</b>			
General	Make & Model:	Brand New	
	Year of Manufacture	≥ 2023	
	Drive Type	4 X 2	
Engine	Fuel Tank	Lockable 150 Liters (minimum)	
	Power	Minimum 300HP	
	Emission Standard	Euro III	
	Displacement(cc)	Not Exceeding 11000	
	Engine Type	6 cylinders in line, water cooling, turbo-charged diesel engine, inter-cooling	
Chassis	Cab	Double row cab, flat roof, with A/C	
	Tyre No.	6+1	
	Tyre Specification	Minimum 295/80R22.5 Tubeless Tyre	
	Wheelbase (mm)	Minimum 4500	
	Frame Overhang (mm)	Minimum 1900	
	Axle No.	02	
	Steering Wheel	Right Hand Drive, power-assisted	
	Gear Box	10 speed forward with 2 reverse, Manual	
	Brake	Air brakes	
Signaling Unit	Roof Light Bar	Blue & red, light 2x rotator, 2x quad center mirrors, 4x corner mirrors	
	Radio and Intercom unit	Fitted with connection to power supply and cabling, fully functional	
	Electronic siren	PA 300 (wail-yelp-hilo, airhorn, pulsar) with loudspeaker, MS 100, (output 100W) and microphone, Loudspeaker not exposed to water	

Quality Standards	Manufacturers Standards Certifications	ISO 9001. Quality System Certificate ISO 14001 Environmental Management Standards		
<b>WATER TANK</b>				
Water tank capacity	6000L			
Tank material	POLYPROPYLENE (PP) TANK First class polypropylene (PP) corrosion proof Minimum wall thickness 20mm Tensile strength: 24 N/mm <sup>2</sup> Modulus of elasticity: 1100 N/mm <sup>2</sup> at 20°C			
Fitting	a) Two (02) hydrant inlets b) Two (02) Level Indicators c) Two (02) Drain Outlets with Ball Valve d) Two (02) Water Injection Nozzles			
<b>FOAM TANK</b>				
Foam tank capacity	1000L fitted with admixing system			
Tank material	Polypropylene (PP) Tank, corrosion proof			
Fitting	a) Tank drain with ball type valve b) Stainless Steel Manhole for filling and maintenance. c) One inlet, with coupling and blank cap d) Suction line to the foam proportioning system			
<b>FIRE FIGHTING PUMP</b>				
Type	Centrifugal, with 1 normal pressure and 4 high pressure stages			
Flow	Minimum 3.500 l/min at 10 bar or 250l/min at 40 bar operating from the tank			
Installation way	Rear position			
Switch	Fitted in the Drivers Cabin			
<b>FIRE CANNONS</b>				
Flow	adjustable from 800 to 3.000 l/min (nominal) at 10 bar			
Range	Water straight stream throw: min. 60 m Foam straight stream throw: min. 55 m Water dispersed pattern min. 7 m wide Foam dispersed pattern min. 7 m wide			
Installation position	On the top of the water tank			
Rotation degree	Horizontal: 360°, Direct manual control on the turret			
<b>PIPING SYSTEM</b>				
Water Inlet Pipeline	Minimum $\Phi$ 150mm inlet on the roof			
	Minimum $\Phi$ 65mm injection pipe of the tank			
Water outlet pipeline	1 water outlet on both sides; Diameter $\geq$ 100mm			
Residual water drainage pipeline	Installed in the pipeline and equipped with ball valves			

Cooling water pipeline	Equipped with a cooling water pipeline and a control valve		
<b>POWER TAKE-OFF (PTO) SYSTEM</b>			
Type	Full Power Sandwich PTO		
Lubrication type	Splash Oil Lubrication		
Cooling method	Forced Water Cooling		
<b>ELECTRICAL SYSTEM (24V Electric System)</b>			
All circuits are separately fused, suitably indicated and grouped in to a common fuse box.			
1	01 set of traffic lights as per chassis manufacturer.		
2	01 rear registration number plate with light		
3	01 Blue/ red light bar		
4	02 warning lights LED on the rear		
5	PA system with a 2-tone siren		
6	Vertical LED locker lights in each compartment with shutter activation automatic sensor		
7	Side illumination lights LED		
8	Rear illumination lights LED		
9	01 LED Extendable pole		
10	AC Mains Supply 220 – 240 Volts		
11	Power windows all-round		
12	Fog Search Lights		
<b>EQUIPMENT BOX AND PUMP ROOM</b>			
Material	Built with high-quality carbon steel Internal equipment rack made of aluminum alloy profile Interior trim panel: aluminum plate treated with oxidation		
Structure	Sectional steel structure		
Opening doors	Aluminum alloy roller shutter doors on the left and right sides of the equipment box		
<b>OTHER VEHICLE FITTINGS</b>			
<ul style="list-style-type: none"> <li>○ Radio with USB Connector</li> <li>○ Locking System, with Central Locking</li> <li>○ Driver's Suspension Seat, Standard</li> <li>○ First Aid Kit</li> <li>○ Requisite firefighting equipment</li> <li>○ Hazard Warning Triangle</li> <li>○ Driver's Cab painted in red, RAL 3000</li> <li>○ Air Conditioning System</li> <li>○ Stone Guard Grille, Metal, for Headlamps</li> </ul>			
Manuals	Operation and Parts Identification Manual		
	Electrical Wiring Diagram		
	Piping and Layout Diagram		
	Chassis Operators Manual		
	Maintenance Manual		
	Warranty Certificates		
Training	Training of Users for at least ten (10) days		

## 2. 10-TON DIESEL FORKLIFT

Item No.	Technical Specification required including applicable standards		Compliance of specification offered	Technical literature on specification offered in column c
<i>a</i>	<i>b</i>		<i>c</i>	<i>d</i>
General	Rated Lifting Load Capacity	10,000kg		
	Load Centre	600mm		
	Power Type	Diesel		
	Driving Mode	Sit-On Type		
Engine	Rated Power (kW/rpm)	83/2000		
	Rated Torque (Nm/rpm)	450/1400-1500		
	Cylinder Number	06		
	Engine Displacement (cc)	Not exceeding 7.2		
Brake & transmission	Transmission type	Intelligent gear shifting		
	Transmission number of speed (fwd/bwd)	2/2		
	Battery (Ah)	80		
	Oil Tank Capacity (l)	160		
	Service brake	Powered brake pedal		
	Parking brake	Mechanical- hand brake lever pedal		
Tyre	Tyre Type	Pneumatic Tyre		
	Wheel number (front/rear)	4X/2		
Dimensions	Mast height, extended (mm)	4415		
	Max. fork height (mm)	4000		
	Mast height lowered (mm)	3400		
	Free Lift (mm)	200		
	Overall Length (mm with Forks)	6610		
	Overall Length (mm without Forks)	4170		
	Front Overhang (mm)	722		
	Rear Overhang (mm)	715		
	Minimum Ground Clearance (in mm, from bottom of mast)	250		
	Minimum Turning radius (external, in mm)	3900		
	Minimum Turning radius (internal, in mm)	200		
	Fork Size (mm)	80x2440x175		
Manuals	Operation and Parts Identification Manual			
	Electrical Wiring Diagram			
	Piping and Layout Diagram			
	Chassis Operators Manual			
	Maintenance Manual			



	Warranty Certificates		
Training	Training of Users for 5 days		

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

#### 4. DRAWINGS

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

<b>List of related Drawings</b>		
<b>Drawing Number</b>	<b>Drawing Name</b>	<b>Purpose</b>

## 5 INSPECTIONS AND TESTS

Procurement Reference Number: **KMC/SUPLS/2023-24/00102**

<b>List of Inspections and Tests</b>	
Items subject to Inspection and Tests;	Full Equipment Unit for conformity
Type of inspection or tests & the standards to be met;	Condition of Equipment, Specifications, Year of Manufacture and Model
Location of the inspection or tests;	Pre-shipment Inspection at the Supplier's premises
	Final inspection before hand over at the Kiira Vehicle Plant
Inspection agency;	Kiira Motors Corporation
Timing of the inspection;	Upon Delivery
Notifications or documentation required from the provider;	All manuals as presented in the Statement of Requirements
Provision of any samples for inspection;	NA
Cost of the inspection;	Each party to meet their inspection costs
Arrangements and costs for any re-inspection required;	NA
Any other relevant details.	None

## **PART 3 - CONTRACT**

### **SECTION 7: GENERAL CONDITIONS OF CONTRACT FOR THE PROCUREMENT OF SUPPLIES**

#### **TABLE OF CLAUSES**

1. Definitions.....	55
2. Contract Documents.....	56
3. Corrupt Practices.....	56
4. Interpretation.....	57
5. Language.....	57
6. Joint Venture, Consortium or Association.....	58
7. Eligibility.....	58
8. Notices.....	58
9. Governing Law.....	58
10. Settlement of Disputes.....	58
11. Scope of Supply.....	59
12. Delivery and Documents.....	59
13. Provider's Responsibilities.....	59
14. Procuring and Disposing Entity's Responsibilities.....	59
15. Contract Price.....	59
16. Terms of Payment.....	59
18. Taxes and Duties.....	60
19. Performance Security.....	61
20. Copyright.....	61
21. Confidential Information.....	61
22. Subcontracting.....	62
23. Specifications and Standards.....	62
24. Packing and Documents.....	63
25. Insurance.....	63
26. Transportation.....	63
27. Inspections and Tests.....	63
28. Liquidated Damages.....	64
29. Warranty.....	64
30. Patent Indemnity.....	65
31. Limitation of Liability.....	66
32. Change in Laws and Regulations.....	66
33. Force Majeure.....	67
34. Change Orders and Contract Amendments.....	67
35. Extensions of Time.....	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 Procuring and Disposing Entity 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 Procuring and Disposing Entity in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Procuring and Disposing Entity” means the entity purchasing the Supplies and Related Services, as specified in the Agreement.
- (j) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
- (k) “Related Services” means the services incidental to the provision of Supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Supplies to be provided or execution of any part of the Related Services is subcontracted by the Provider.
- (n) “Supplies” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

- (o) “The Site,” where applicable, means the place named in the SCC.
- (p) “Tribunal” means the Tribunal established under the Public Procurement and Disposal of Public Assets Act, 2003.

## **2. Contract Documents**

- 2.1 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (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 Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public 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 Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.
- 3.2 The Provider shall permit the Government of Uganda to inspect the Provider’s accounts and records relating to the performance of the Provider and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity, 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity.

## **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.

## **10. Settlement of Disputes**

- 10.1 The Procuring and Disposing Entity 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**

The Provider shall provide all the Supplies and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

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

14.1 Whenever the provision of Supplies and Related Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities in Uganda, the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity, no later than thirty (30) days after submission of an invoice or request for payment by the Provider, and its certification by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall certify or reject such invoices or payment requests within five (5) days from receipt. Where such invoices or payment requests are rejected, the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity.
- 19.2 The proceeds of the Performance Security shall be payable to the Procuring and Disposing Entity 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 Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.
- 19.4 The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

## **20. Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring and Disposing Entity by the Provider herein shall remain vested in the Provider, or, if they are furnished to the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity, by giving a notice of such disclaimer to the Procuring and Disposing Entity.
  - (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 Procuring and Disposing Entity 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 Procuring and Disposing Entity.

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

### **30. Patent Indemnity**

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

### **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 Procuring and Disposing Entity; and
- (b) the aggregate liability of the Provider to the Procuring and Disposing Entity, 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity;
  - (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 Procuring and Disposing Entity’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 Procuring and Disposing Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity 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 Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
  - (g) the Provider, in the judgment of the Procuring and Disposing Entity, 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 Procuring and Disposing Entity, 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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 Procuring and Disposing Entity 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: <b>KMC/SUPLS/2023-24/00102</b>	
<b>GCC 1(g)</b>	The Eligible Countries are those listed in Section 5 of the Bidding Document.
<b>GCC 1(o)</b>	The Site for delivery of the Supplies is: <b>Kiira Vehicle Plant, Plot 701, Block 2, Jinja Industrial &amp; Business Park, Kagogwa Village, Mawaito Parish, Kakira Town Council, Jinja District.</b>
<b>GCC 2.1(f)</b>	The other documents forming part of the Contract are: <ol style="list-style-type: none"> <li>1. Solicitor General’s Clearance</li> <li>2. Notification of Award</li> <li>3. Bid Submission from provider</li> <li>4. Bid Document</li> <li>5. Statement of Requirements</li> </ol>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b>2020</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 6</b>	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Procuring and Disposing Entity’s address shall be: Attention: <b>The Chief Executive Officer</b> Kiira Motors Corporation Plot 701, Block 2, Jinja Industrial and Business Park Jinja, Uganda Tel: +256-393-517888 Email: <a href="mailto:ceo@kiiramotors.com">ceo@kiiramotors.com</a></p> <p>For <b>notices</b>, the Provider’s address shall be: Attention: _____ Street Address: _____ Floor/Room number: _____ Town/City: _____ P. O. Box: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____</p>

GCC Clause Reference	Special Conditions
GCC 9	The Governing law shall be the <b>Laws of Uganda</b>
GCC 10.2	The formal mechanism for the resolution of disputes shall be: <b>Litigation in courts of competent jurisdiction in Uganda</b>
GCC 12	<p>Date of delivery shall be: <b>Within Five (05) Months from the Date of Issuance of a Commencement Notice</b></p> <p>The shipping and other documents to be furnished by the Provider are:</p> <ul style="list-style-type: none"> <li>• Detailed labels (safety and danger labels if any)</li> <li>• Bill of Lading/Sea Way Bill/Telex Release</li> <li>• Original Commercial Invoice</li> <li>• Packing &amp; Picking Lists</li> <li>• Insurance Certificates</li> <li>• Certificate of Origin</li> <li>• All Instruction Manuals in English</li> <li>• Freight Invoices from Port of Origin to Port of Discharge</li> </ul> <p>The point of delivery shall be: <b>Kiira Vehicle Plant, Plot 701, Block 2, Jinja Industrial &amp; Business Park, Kagogwa Village, Mawaito Parish, Kakira Town Council, Jinja District</b></p>
GCC 15.2	The price adjustment shall be: <b>NA</b>
GCC 16.1	The structure of payments shall be: <b>Full contract price upon delivery, inspection and acceptance of all ordered items.</b>
GCC 16.3	The payment period shall be: <b>Within 30 days after receipt of invoice and its certification by the Procuring and Disposing Entity</b>
GCC 16.4	The currency for payments shall be: <b>Uganda Shillings (UGX)</b>
GCC 17.1	An Advance Payment Guarantee shall be required in the event a bidder requests for an advance payment. The period of validity of the Advance Payment Guarantee shall be: <b>TBD</b>
GCC 19.1	A Performance Security <b>shall</b> be required. The amount of the Performance Security shall be: <b>Ten (10) percent of the Total Contract Price</b> The currency shall be: <b>Uganda Shillings (UGX)</b>
GCC 19.3	The forms of acceptable Performance Securities are: <b>Bank Guarantee from a Bank acceptable by Bank of Uganda</b>
GCC 19.4	Discharge of the Performance Security shall take place: <b>As specified under GCC 19.4</b>

GCC Clause Reference	Special Conditions
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: <b>Property of Kiira Motors Corporation</b>
GCC 25	The insurance coverage shall be required: <b>Full comprehensive insurance to the supplies during shipping and delivery process to protect them against all insurable risks, amounting to 110% of the total contract value.</b>
GCC 26	The INCOTERMS shall be: <b>2020</b>
GCC 28	Liquidated Damages shall apply. The liquidated damage shall be: <b>0.5% per week</b> The maximum amount of liquidated damages shall be: <b>10% of the contract value</b>
GCC 29.3	The period of validity of the warranty shall be: <b>Two (02) years from the date of receipt and acceptance of all ordered items.</b>
GCC 29.5	The period within which the Provider shall repair or replace defective supplies shall be: <b>Ten (10) working days from notice of fault subject to availability of parts vehicle warranty terms.</b>
GCC 31(b)	The amount of aggregate liability shall be: <b>100% of the contract price.</b>

## Section 9: Contract Forms

### Table of Forms

Agreement .....	74
Performance Security .....	75
Advance Payment Security .....	76

# Agreement

## Procurement Reference No:

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

WHEREAS the Procuring and Disposing Entity invited bids for certain Supplies and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Provider for the provision of those Supplies and Related Services in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”).

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring and Disposing Entity hereby covenants to pay the Provider in consideration of the provision of the Supplies and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_ (for the Procuring and Disposing Entity)

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

In the presence of:

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

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

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

In the presence of:

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



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

## **Performance Security**

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

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

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

WHEREAS *[insert name complete of Provider]* (hereinafter “the Provider”) has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Supplies and Related Services]* (hereinafter “the Contract”).

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

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

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

*[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]*

## **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 the Procuring and Disposing Entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(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]*