

BANK OF UGANDA



**Bank of Uganda, P.O. Box 7120, Kampala Plot 37/45 Kampala Road
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Request for Proposals Document
for

Subject of Procurement:	Provision of Legal Services
Procurement Reference Number:	BOU/CONS/24-25/00103
Date of Issue:	January 16, 2025
Deadline of Submission	January 30, 2025

BANK OF UGANDA



37/45 KAMPALA ROAD, P.O. BOX 7120, KAMPALA
Telephone: 256-414-258441/6, 258061, 0312-392000, 0417-302000.
Website: www.bou.or.ug E-mail address: procurement@bou.or.ug

BID NOTICE

1. Bank of Uganda invites sealed bids from eligible bidders for **Provision of Legal Services [BOU/CONS/24-25/00103]**
2. Interested eligible bidders may obtain further information on this Bid Notice and inspect the bidding document online under the procurement tab on the Bank of Uganda website www.bou.or.ug.
3. The bidding document shall be issued to interested bidders upon payment of a non-refundable fee of **UGX.50,000** through a Commercial Bank to the account below:
Account: Other Income
Bank Name: Bank of Uganda
Account Number: 099405017
Please reference the Tender in the payment narration.
4. The bidding document shall be issued to interested bidders by email upon submission of proof of payment to procurement@bou.or.ug OR Bidders may download the bidding document from the Bank of Uganda website www.bou.or.ug and submit their bid with the proof of payment.
5. The deadline for bid submission shall be at **11.00am EAT on January 30, 2025**
6. For more information, please forward your query to procurement@bou.or.ug

MANAGEMENT

Standard Request for Proposals Document

Table of Contents

Section 1. Instructions to Consultants	3
Section 2. Proposal Data Sheet	24
Section 3. Evaluation Methodology and Criteria	28
Section 4. Proposal Forms	31
Section 5. Eligible Countries	51
Section 7. General Conditions of Contract	61
Section 8. Special Conditions of Contract	81
Section 9. Contract Forms	84

Standard Invitation to Consultants

All Bidders

Invitation to bid for Provision of Legal Services [BOUCONS/24-25/000103]

1. Bank of Uganda has allocated funds to be used for the acquisition of Legal Services.
2. The Entity invites sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the method of Open Domestic Bidding method contained in the Government of Uganda's Public Procurement and Disposal of Public Assets Act, CAP 205, the PPDA (Procurement of Consultancy Services) Regulations, 2023 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information and inspect the proposal documents at the address given below at 8(a) from 8:30am.
5. Proposals must be delivered to the address below at 7(c) at or before **11:00am on January 30, 2025**. All proposals must be accompanied by a proposal securing declaration which must be valid until **July 30, 2025**. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 7(d) at **11:30am on January 30, 2025**.
6. There shall not be a pre – proposal meeting.
7. Documents shall be;
 - a) Inspected at www.bou.or.ug
 - b) Issued from procurement@bou.or.ug
 - c) Delivered to *Procurement and Disposal Department,
Bank of Uganda Headquarters,
P. O. Box 7120, Kampala.*
 - d) Addressed to *The Director,
Procurement and Disposal Department,
Bank of Uganda Headquarters,
P. O. Box 7120, Kampala.*
8. Please inform us, upon receipt:
 - a) that you received the letter of invitation; and
 - b) whether you will submit a proposal alone or in association.
9. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a) Publish bid notice	January 16, 2025
b) Bid closing date	January 30, 2025
c) Evaluation process	(Within 10 working days from bid opening date)
d) Display and communication of best evaluated bidder notice	(Within 5 working days from Contracts Committee's award decision)
e) Contract Signature	(After expiry of the best evaluated bidder notice)

PART 1 – Proposal Procedures

Section 1: Instructions to Consultants

Table of Clauses

A.	General	5
1.	Scope of Proposal	5
2.	Source of Funds	5
3.	Corrupt Practices	5
4.	Eligible Consultants	6
5.	Conflict of Interest	7
B.	Request for Proposals Document	8
6.	Contents of Request for Proposals Document	8
7.	Clarification of Request for Proposals Document	9
8.	Amendment of Request for Proposals Document	9
C.	Preparation of Proposals	10
9.	Cost of Proposals	10
10.	Language of Proposal and Communications	10
11.	Preparation of Proposals	10
12.	Joint Ventures, Associations and Sub-contracting	10
13.	Professional Staff	11
14.	Technical Proposal	11
15.	Financial Proposal	12
16.	Proposal Prices	13
17.	Currencies of Proposal	13
18.	Documents Establishing the Eligibility of the Consultant	13
19.	Documents Establishing the Qualifications of the Consultant	13
20.	Period of Validity of Proposals	14
21.	Proposal Securing Declaration	14
22.	Format and Signing of Proposal	14
D.	Submission and Opening of Proposals	15
23.	Sealing and Marking of Proposals	15
24.	Deadline for Submission of Proposals	16
25.	Late Proposals	16
26.	Withdrawal and Replacement of Proposals	16
27.	Proposal Opening	16
E.	Evaluation of Proposals	17
28.	Confidentiality	17
29.	Clarification of Proposals	17
30.	Compliance and Responsiveness of Proposals	18
31.	Nonconformities, Errors, and Omissions	18
32.	Preliminary Examination of Proposals – Eligibility and Administrative Compliance	19
33.	Detailed Evaluation	20

Part 1: Section 1 Instructions To Consultants

34. Opening of Financial Proposals	20
35. Conversion to Single Currency	20
36. Margin of Preference	20
37. Financial Comparison of Proposals	21
38. Determination of Best Evaluated Proposal	21
39. Post-qualification of the Consultant	21
40. Negotiations	22
F. Award of Contract	22
41. Award Procedure	22
42. Procuring and Disposing Entity's Right to Accept or Reject Any or All Proposals	22
43. Signing and effectiveness of the Contract	23
44. Debriefing	23
45. Administrative Review	23

Section 1. Instructions to Consultants

A. General

1. Scope of Proposal

- 1.1 The Procuring and Disposing Entity indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the Services specified in Section 6, Statement of Requirements (SOR) to commence on the date indicated in the SOR.
- 1.2 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act, 2003 and Regulations, 2014.
- 1.3 The Instructions to Consultants (ITC) should be read in conjunction with the PDS. The subject and procurement reference number, and where applicable the number of lots of this Request for Proposals Document are provided in the PDS.
- 1.4 Throughout this Request for Proposals Document:
 - (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;
 - (c) “day” means working day, and “month” means working month.

2. Source of Funds

- 2.1 The Procuring and Disposing Entity has an approved budget towards the cost of the procurement described in the PDS. The Procuring and Disposing Entity intends to use these funds to place a contract for which this Request for Proposals Document is issued.
- 2.2 Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3. Corrupt Practices

- 3.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Consultants, 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;

- (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 Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;
 - (c) will suspend a Consultant from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.
- 3.2 Furthermore, Consultants shall be aware of the provision stated in Sub Clause 15.1(g)-(h) and Sub Clause 2.2 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 Consultant during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, 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. The Government of Uganda may suspend a Consultant from engaging in any public procurement or disposal process for a period determined by the Public Procurement and Disposal of Public Assets Authority (herein referred to as the Authority), where the Consultant is debarred from the procurement processes of an international agency of which Uganda is a member.
- 3.5 Any communications between a Consultant 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 Consultants

- 4.1 A Consultant, and all parties constituting the Consultant, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the Consultant has the legal capacity to enter into a contract;
 - (b) the Consultant is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or

- (iv) being wound up
 - (c) the Consultant's business activities have not been suspended;
 - (d) the Consultant is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the Consultant has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Consultant may be a natural person, private entity, government-owned entity, subject to ITC Sub-Clause 4.6 or 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, unless otherwise specified in the PDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Uganda or if signed outside Uganda, shall be notarized.
- 4.3 A Consultant, and all parties constituting the Consultant including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, or incorporated, 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 works or supplies.
- 4.4 A Consultant shall not have a conflict of interest, as defined in ITC Clause 5. All Consultants found to be in conflict of interest shall be disqualified.
- 4.5 A firm that is under a declaration of suspension by the Authority in accordance with ITC Clause 3.1 (c) or 3.4, at the date of the deadline for proposal 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 Consultants shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request.

5. Conflict of Interest

- 5.1 Government policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring and Disposing Entity's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring and Disposing Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of the Procuring and Disposing Entity.

- 5.2 A Consultant may be considered to have a conflict of interest with one or more parties in this procurement 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 proposal; 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 proposal of another Consultant, or influence the decisions of the Procuring and Disposing Entity regarding this procurement process; or
 - (e) submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as Consultants and subcontractors simultaneously; or
 - (f) have been engaged, or any of their affiliates have been engaged, by the Procuring and Disposing Entity to provide supplies or works for the same project : or
 - (g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.
- 5.3 Consultants hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.
- 5.4 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the PDS and the factors used for the selection of the consultant will take the likelihood of continuation into account. It will be the exclusive decision of the Procuring and Disposing Entity whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 5.5 Any previous or ongoing participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a contract with the Procuring and Disposing Entity or the Government of Uganda may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Procuring and Disposing Entity before preparing the proposal.

B. Request for Proposals Document

6. Contents of Request for Proposals Document

- 6.1 This Request for Proposals 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 ITC Clause 8.

PART 1 Procurement Procedures

Section 1. Instructions to Consultants (ITC)

Section 2. Proposal Data Sheet (PDS)

Section 3. Evaluation Methodology and Criteria

Section 4. Proposal 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 Consultancy Services

Section 8. Special Conditions of Contract (SCC)

Section 9. Contract Forms

- 6.2 The letter inviting Consultants to submit proposals is not part of the Request for Proposals Document.
- 6.3 Proposals from Consultants who did not obtain the Request for Proposals Document directly from the Procuring and Disposing Entity will be rejected during evaluation. Where the Request for Proposals Document is obtained from the Procuring and Disposing Entity on a Consultant's behalf, the Consultant's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.
- 6.4 The Consultant is expected to examine all instructions, forms, terms, and requirements in the Request for Proposals Document. Failure to furnish all information or documentation required by the Request for Proposals Document may result in the rejection of the proposal.
- 6.5 Where an electronic copy of the Request for Proposals document is issued, the paper or hard copy is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Request for Proposals Document

A prospective Consultant requiring any clarification of the Request for Proposals Document shall contact the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the PDS. The Procuring and Disposing Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the PDS. The Procuring and Disposing Entity shall forward copies of its response to all Consultants who have acquired the Request for Proposals Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring and Disposing Entity deem it necessary to amend the Request for Proposals Document as a result of a clarification, it shall do so following the procedure under ITC Clause 8 and Sub-Clause 24.2.

8. Amendment of Request for Proposals Document

- 8.1 At any time prior to the deadline for submission of proposals, the Procuring and Disposing Entity may amend the Request for Proposals Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Request for Proposals Document and shall be communicated in writing to all who have obtained the Request for Proposals Document directly from the Procuring and Disposing Entity.

- 8.3 To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Sub-Clause 24.2.

C. Preparation of Proposals

9. Cost of Proposals

The Consultant shall bear all costs associated with the preparation and submission of its proposal, including any negotiations with or visits to the Procuring and Disposing Entity, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

10. Language of Proposal and Communications

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

11. Preparation of Proposals

- 11.1 Consultants are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage-two envelope method, unless otherwise specified in the PDS. The one stage-two envelope submission method requires a Consultant to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.
- 11.2 A pre-proposal meeting will be held where indicated in the PDS. Attendance at the pre-proposal meeting is optional.

12. Joint Ventures, Associations and Sub-contracting

- 12.1 If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other Consultants or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the PDS.
- 12.2 Consultants must obtain the approval of the Procuring and Disposing Entity to enter into a joint venture with Consultants not invited for this assignment or other short-listed Consultants.
- 12.3 International Consultants for large contracts are encouraged to seek the participation of national Consultants by entering into a joint venture with, or subcontracting part of the assignment to national Consultants.

13. Professional Staff

- 13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant.
- 13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Consultant or have an extended and stable working relationship with the Consultant.
- 13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements, preferably working under conditions similar to those prevailing in Uganda.
- 13.4 The consultant and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.
- 13.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 13.6 As the determination of the Best Evaluated Proposal will be based, among other factors, on an evaluation of proposed key professional staff, the Procuring and Disposing Entity expects to award a contract on the basis of the experts and specialists named in the proposal.
- 13.7 The Procuring and Disposing Entity will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

14. Technical Proposal

- 14.1 The technical proposal shall provide the following information using the standard forms contained in Section 4, Proposal Forms:
 - (a) The declarations included in the Technical Proposal Submission Sheet (Section 4.1.1);
 - (b) An outline of recent experience on assignments of a similar nature (Section 4.1.2). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Consultant's involvement;
 - (c) Any comments or suggestions on the Terms of Reference (Section 4.1.3);
 - (d) A description of the methodology for performing the assignment (Section 4.1.4);
 - (e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.5);
 - (f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the proposal (Section 4.1.6). Key information should include the number of years working for the Consultant and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.7)

- (g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.8);
- (h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.9)
- (i) A Proposal Securing Declaration, as required by the ITC Clause 21 (Section 4.1.10);
- (j) Written confirmation authorising the signatory of the proposal to commit the Consultant, in accordance with ITC Sub-Clause 22.2;
- (k) Documentary evidence in accordance with ITC Clause 18 establishing the Consultant's eligibility;
- (l) Documentary evidence in accordance with ITC Clause 19 establishing the Consultant's qualifications to perform the contract if its proposal is accepted;
- (m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

15. Financial Proposal

15.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Proposal Forms:

- (a) Financial Proposal Submission Sheet (Section 4.2.1);
- (b) Summary of Proposal Price Breakdown of Lump Sum (Section 4.2.2);
- (c) Breakdown of Fees (Section 4.2.3);
- (d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation);
- (e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;
- (f) Any additional information requested in the PDS.

15.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:

- (a) Fees
- (b) Reimbursable expenditure
- (c) Miscellaneous expenses

15.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITC Sub Clause 15.2 expressed for each activity.

15.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultant and their personnel (other than nationals of or permanent residents in Uganda), unless the PDS specifies otherwise.

15.5 The completed financial proposal forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if

necessary during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.

- 15.6 Where commissions and gratuities have or shall be paid by the Consultant in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

16. Proposal Prices

- 16.1 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the PDS. A proposal submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITC Clause 30. However, if in accordance with the PDS, prices quoted by the Consultant shall be subject to adjustment during the performance of the Contract, a proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

17. Currencies of Proposal

- 17.1 Unless otherwise specified in the PDS, proposal prices shall be quoted in the following currencies:

- (a) for Services originating in Uganda, the proposal prices shall be quoted in Uganda Shillings, unless otherwise specified in the PDS; and
- (b) for Services originating from outside Uganda, the proposal prices shall be quoted in the currency of the expense or in the currency of the Consultant's country.

- 17.2 If a Consultant wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
- (b) justify, to the Procuring and Disposing Entity's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilise the rate of exchange specified by the Procuring and Disposing Entity to express its offer in the currency required by the Procuring and Disposing Entity. The source, date, and type of exchange rate to be used is indicated in ITC Clause 35.

18. Documents Establishing the Eligibility of the Consultant

- 18.1 To establish their eligibility in accordance with ITC Clause 4, Consultants shall complete the eligibility declarations in the Technical Proposal Submission Sheet, included in Section 4, Proposal Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

19. Documents Establishing the Qualifications of the Consultant

To establish its qualifications to perform the Contract, the Consultant shall submit any evidence specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Proposals

- 20.1 Proposals shall remain valid until the date specified in the PDS. A proposal valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.
- 20.2 During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. 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 proposal validity period, the Procuring and Disposing Entity may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Proposal Securing Declaration is requested in accordance with ITC Clause 21, it shall also be extended for a corresponding period. A Consultant may refuse the request without being liable for execution of its Proposal Securing Declaration. A Consultant granting the request shall not be required or permitted to modify its proposal.

21. Proposal Securing Declaration

- 21.1 The Consultant shall furnish as part of its proposal a Proposal Securing Declaration, in original form if specified in the PDS.
- 21.2 The Proposal Securing Declaration shall be submitted using the Form included in Section 4, Proposal Forms. The Proposal Securing Declaration shall be valid until the date specified in the PDS.
- 21.3 Any proposal not accompanied by a substantially responsive Proposal Securing Declaration, if one is required in accordance with ITC Clause 21, shall be rejected by the Procuring and Disposing Entity as non-compliant.
- 21.4 The Proposal Securing Declaration of all consultants shall be returned as promptly as possible once the successful consultant has signed the Contract or upon request by the unsuccessful consultant after publication of the notice of best evaluated bidder.
- 21.5 A Consultant may be suspended by the Authority from participating in public procurement and disposal activities:
- (a) if a Consultant withdraws its proposal during the period of proposal validity specified by the Consultant on the Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
 - (b) if the successful Consultant fails to:
 - (i) sign the Contract in accordance with ITC Clause 43;
 - (ii) furnish any Performance Security required in accordance with ITC Clause 45; or
 - (iii) accept the correction of its proposal price pursuant to ITC Sub-Clause 31.5

22. Format and Signing of Proposal

22.1 The Consultant shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 14 and 15 and clearly mark both “ORIGINAL”. In addition, the Consultant shall submit copies of both the technical and financial proposals, in the number specified in the PDS and clearly mark each of them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant

The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for unamended printed literature, shall be signed or initialled by the person signing the proposal.

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

D. Submission and Opening of Proposals

23. Sealing and Marking of Proposals

23.1 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the financial proposal in a separate sealed envelope clearly marked “Financial Proposal”. The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The envelopes containing the technical and financial proposals shall:

- (a) bear the name and address of the Consultant;
- (b) be addressed to the Procuring and Disposing Entity in accordance with ITC Clause 24.1; and
- (c) bear the Procurement Reference Number of this procurement process.

23.3 The financial proposal shall also bear a warning “Do Not Open with the technical proposal”.

23.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.5 The outer envelope shall:

- (a) bear the name and address of the Consultant;
- (b) be addressed to the Procuring and Disposing Entity in accordance with ITC Sub-Clause 24.1;
- (c) bear the Procurement Reference number of this procurement process; and
- (d) bear a warning not to open before the time and date for proposal opening, in accordance with ITC Sub-Clause 24.1.

23.6 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 proposal.

24. Deadline for Submission of Proposals

- 24.1 Proposals must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the PDS.
- 24.2 The Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of the Procuring and Disposing Entity and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Proposals

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

26. Withdrawal and Replacement of Proposals

- 26.1 A Consultant may withdraw or replace its proposal after it has been submitted at any time before the deadline for submission of proposals by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITC Sub-Clause 22.2. Any corresponding replacement of the proposal must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITC 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 proposals, in accordance with ITC Clause 24.
- 26.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 26.1 shall be returned unopened to the Consultant.
- 26.3 No proposal may be withdrawn or replaced in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consultant on the Proposal Submission Sheet or any extension thereof.
- 26.4 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

27. Proposal Opening

- 27.1 The Procuring and Disposing Entity shall conduct the proposal opening in the presence of Consultants` designated representatives who choose to attend, at the address, date and time specified in the PDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but

returned to the Consultant. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.

- 27.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening.
- 27.4 All technical proposals shall be opened one at a time, reading out: the name of the Consultant; the presence of a Proposal Securing Declaration, if required; and any other details as the Procuring and Disposing Entity may consider appropriate. No proposal shall be rejected at the proposal opening except for late proposals, in accordance with ITC Sub-Clause 25.1.
- 27.5 Only envelopes that are opened and read out at the proposal opening shall be considered further.
- 27.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the detailed evaluation is concluded and the result established.
- 27.7 The Procuring and Disposing Entity shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Consultant, the presence or absence of a Proposal Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the request for proposals. The Consultants’ representatives who are present shall be requested to sign the record. The omission of a Consultant’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Consultants 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 Proposal Opening.

E. Evaluation of Proposals

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Consultants.
- 28.2 Any effort by a Consultant to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its proposal.
- 28.3 Notwithstanding ITC Clause 28.2, from the time of proposal opening to the time of Contract award, if any Consultant wishes to contact the Procuring and Disposing Entity on any matter related to the procurement process, it should do so in writing.

29. Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of the proposals, the Procuring and Disposing Entity may, at its discretion, ask any Consultant for a clarification of its proposal. Any clarification submitted by a Consultant 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. The request for clarification shall be copied to all Consultants for information purposes. No change in the price or substance of the proposal 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 financial proposals, in accordance with ITC Clause 31.4.

30. Compliance and Responsiveness of Proposals

30.1 The Procuring and Disposing Entity's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself.

30.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) is inconsistent with the request for proposal and which may limit in any substantial way, the rights of the procuring and disposing entity or the obligations of the consultant under the contract;
- (b) if corrected would unfairly affect the competitive position of the other consultants whose proposals are administratively compliant; or
- (c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -
 - (i) time schedules, where it is stated in the request for proposals that time is of the essence;
 - (ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
 - (iii) counter proposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a proposal is not substantially compliant and responsive to the Request for Proposals Document, it shall be rejected by the Procuring and Disposing Entity and may not subsequently be made compliant and responsive by the Consultant by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a proposal is substantially compliant and responsive, the Procuring and Disposing Entity may waive any non-conformity or omission in the proposal that does not constitute a material deviation.

31.2 Provided that a proposal is substantially compliant and responsive, the Procuring and Disposing Entity may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not

be related to any aspect of the price of the proposal. Failure of the Consultant to comply with the request may result in the rejection of its proposal.

- 31.3 Provided that a proposal is substantially compliant and responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the proposal price may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.
- 31.4 Provided that the proposal 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 Consultant that submitted the best evaluated bid does not accept the correction of errors, its proposal shall be rejected and it may be suspended by the Authority from participating in public procurement and disposal activities.

32. Preliminary Examination of Proposals – Eligibility and Administrative Compliance

- 32.1 The Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Consultants to verify the eligibility of Consultants in accordance with ITC Clause 4.
- 32.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Consultant is not eligible, it shall reject the proposal.
- 32.3 The Procuring and Disposing Entity shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 has 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 technical proposal. If any of these documents or information is missing, the offer shall be rejected.
- (a) Technical Proposal Submission Sheet, including:
 - (i) a brief description of the services offered; and
 - (ii) the correct validity date of the proposal

- (b) separately sealed financial proposal;
- (c) written confirmation of authorisation to commit the Consultant; and
- (d) a Proposal Securing Declaration, if required.

33. Detailed Evaluation

- 33.1 The Procuring and Disposing Entity shall technically evaluate the proposals on the basis of the Consultant's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.
- 33.2 The Procuring and Disposing Entity may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the consultant(s) concerned. Consultants shall be provided with adequate notice of any interviews planned.
- 33.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

34. Opening of Financial Proposals

- 34.1 After the detailed evaluation is completed, the Procuring and Disposing Entity shall notify those Consultants whose proposals did not qualify for the financial opening, indicating reasons why their proposal was disqualified and that their financial proposals will be returned unopened after of at least 10 working days from display of the best evaluated bidder notice.
- 34.2 The Procuring and Disposing Entity shall simultaneously notify the Consultant(s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal(s). The opening date shall not be sooner than one week after the notification date. The notification will be sent in writing.
- 34.3 The financial proposal(s) shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. The Procuring and Disposing Entity shall prepare minutes of the public opening.

35. Conversion to Single Currency

For evaluation and comparison purposes, the Procuring and Disposing Entity shall convert all proposal prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date twenty one days prior to the deadline for closing of proposals. Should this date be a non working day the selling exchange rate on the date prior to this non working day shall be used for currency conversion or as otherwise specified in the PDS.

36. Margin of Preference

- 36.1 Unless otherwise specified in the PDS, 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.
- 36.2 For the purpose of granting a margin of domestic preference, proposals will be classified in one of three groups, as follows:
- (a) Group A: proposals from consultants incorporated or registered in Uganda where more than fifty percent of the consultant's capital is owned by Ugandan citizens or by the Government or a procuring and disposing entity of Uganda;
 - (b) Group B: proposals from joint ventures or associations registered in Uganda and including a consultant qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and
 - (c) Group C: all other proposals which do not qualify for preference under paragraphs (a) or (b).
- 36.3 Consultants claiming eligibility for a Margin of Preference must complete the declarations in the Financial Proposal Submission Sheet and provide documentary evidence of their eligibility in accordance with paragraphs 36.2 (a) or (b) above.

37. Financial Comparison of Proposals

- 37.1 The Procuring and Disposing Entity shall financially compare each financial proposal that has been opened.
- 37.2 To financially evaluate a proposal, 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.
- 37.3 In the calculation of the evaluated price of each proposal, the Procuring and Disposing Entity shall include the costs stated in Section 3, Evaluation Methodology and Criteria.
- 37.4 To determine the evaluated price, the Procuring and Disposing Entity shall consider the following:
- (a) the proposal price;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 31.4;
 - (c) adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 31.3; and
 - (d) adjustments due to the application of a margin of preference, in accordance with ITC Clause 36.

38. Determination of Best Evaluated Proposal

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

39. Post-qualification of the Consultant

Part 1: Section 1 Instructions To Consultants

- 39.1 If so stated in Section 3, the Procuring and Disposing Entity shall determine to its satisfaction whether the Consultant that is selected as having submitted the best evaluated proposal is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted by the Consultant, pursuant to ITC Clause 19, to clarifications in accordance with ITC 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 Consultant's qualifications.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the proposal, in which event the Procuring and Disposing Entity shall proceed to the next best evaluated proposal to make a similar determination of that Consultant's capabilities to perform satisfactorily.
- 39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

40. Negotiations

- 40.1 Negotiations may be held with the best evaluated Consultant following the evaluation of proposals.
- 40.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

F. Award of Contract

41. Award Procedure

- 41.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder within five working days after a 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 Consultants and the Authority for publication on its website.
- 41.2 A procuring and disposing entity shall not award a contract to the best evaluated bidder until the lapse of ten days after the date of display of the notice of the best evaluated bidder.
- 41.3 The Procuring and Disposing Entity shall award the Contract to the Consultant whose offer has been determined to be the best evaluated proposal, provided that the Consultant is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

42. Procuring and Disposing Entity's Right to Accept or Reject Any or All Proposals

The Procuring and Disposing Entity reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to contract signature and issue by the Procuring and Disposing Entity, without thereby incurring any liability to Consultants.

43. Signing and effectiveness of the Contract

43.1 On expiry of the ten working days after the date of display of the notice 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 Consultant.

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

43.3 Effectiveness of the Contract shall be subject any conditions specified in the Contract.

44. Debriefing

Where a Consultant requests information on the reasons for their success or failure of their proposal, the Procuring and Disposing Entity shall give the Consultant a written debrief after the signing of the contract.

45. Administrative Review

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

Part 2: Section 2. Proposal Data Sheet

Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC				
A. General					
ITC 1.1	The Procuring and Disposing Entity is: Bank of Uganda				
ITC 1.3	Subject: The subject of the procurement is: Provision of Legal Services				
ITC 1.3	Reference: The Procurement Reference Number is: BOU/CONS/24-25/00103				
	<p>Lots: The number and identification of lots comprising this Request for Proposal Document is: Two (2) Lots:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">Lot 1</td> <td>Service Level Agreement</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td>Retainer Services</td> </tr> </table> <p>The proportion of each Lot that a Bidder may bid for is: 100% The minimum and maximum number of Lots a Bidder may bid for is: Minimum: one (1) and Maximum: Two (2) Bidders are permitted to bid for all Lots. Lot 1: Service Level Agreement Proposals that pass the technical stage shall be considered on Service Level Agreement Basis. Lot 2: Retainer Service The Bank shall engage the two (2) best evaluated bidders for Retainer Services on retainer basis.</p>	Lot 1	Service Level Agreement	Lot 2	Retainer Services
Lot 1	Service Level Agreement				
Lot 2	Retainer Services				
ITC 4.2	Joint Ventures: The individuals or firms in a joint venture, consortium or association SHALL be jointly and severally liable.				
ITC 5.4	Downstream work: The Procuring and Disposing Entity envisages the need for continuity for downstream work.				
B. Request for Proposals Document					
ITC 7	<p>Clarification: For clarification purposes only the Procuring and Disposing Entity's address is:</p> <p>Attention: Director, Procurement and Disposal Department Street Address: 37/45 Kampala Road Floor/Room number: Level 3, New Building Town/City: Kampala P.O. Box No: P. O Box 7120, Kampala Country: Uganda Telephone: 256 (41) 4258441 Facsimile number: 256 (41) 4258069</p>				

Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
	The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than January 28, 2025 .
C. Preparation of Proposals	
ITC 10.1	Medium: The medium of communication shall be in writing.
ITC 11.1	Submission Method: The proposal submission method shall be a one stage-two envelope method The one stage-two envelope submission method requires the Firm to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.
ITC 11.2	Pre-Proposal meeting: A Pre-Proposal meeting SHALL NOT be held.
ITC 12.1	Association: Short-listed Consultants SHALL be permitted to associate with individual Consultants or other Consultants or entities in a joint venture.
ITC 12.2	Prior to granting approval to enter into a joint venture, the Procuring and Disposing Entity shall conduct an assessment of Consultants not invited for this assignment.
ITC 13.1	Estimated Man Months: N/A
ITC 14.1(m)	Additional information in Technical Proposal: Additional information required in the Technical Proposal includes: All relevant documentation required as per Terms of Reference
ITC 15.1 (f)	Additional information in Financial Proposal: Additional information required in the Financial Proposal includes: All relevant documentation required as per Terms of Reference
ITC 15.3	Price Breakdown: The Financial Proposal Shall be broken down into the price for each Activity.
ITC 15.4	Taxes: The Financial Proposal Shall indicate taxes etc as a separate amount.
ITC 16.1	Prices: The prices quoted by the Consultant shall be: fixed
ITC 17.1 (a)	Currency: For Services originating in Uganda the currency of the proposal shall be: Uganda Shillings
ITC 17.1 (b)	Currency: For Services originating from outside of Uganda the currency of the proposal shall be: USD or EUR
ITC 20.1	Validity: Proposals must remain valid until June 30, 2025

Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 21.1	Proposal Securing Declaration: A Proposal Securing Declaration shall be required.
ITC 21.2	Validity of Proposal Securing Declaration: The Proposal Securing Declaration shall be valid until: July 30, 2025
ITC 22.1	Number of Copies: In addition to the original of the technical and financial proposal, the number of copies of each required is: One (1).
ITC 22.2	Form of Authorisation: Power of Attorney registered with the Registrar of Documents if signed in Uganda or a Notarised Power of Attorney if signed outside Uganda bearing both the Donor and Donee signatures
D. Submission and Opening of Proposals	
ITC 24.1	<p>Proposal Submission: For proposal submission purposes only, the Procuring and Disposing Entity's address is:</p> <p>Attention: Director, Procurement and Disposal Department</p> <p>Street Address: 37/45 Kampala Road</p> <p>Floor/Room number: Level 3, New Building, Room 3E - 01,</p> <p>Town/City: Kampala</p> <p>P.O. Box No: P.O Box 7120, Kampala</p> <p>Country: Uganda</p> <p>Telephone: 256 (41) 4258441</p> <p>Facsimile number: 256 (41) 4258069</p> <p>The deadline for bid submission is: 11:00am</p> <p>Date: January 30, 2025</p>
ITC 27.1	<p>Proposal Opening:</p> <p>Technical Proposals shall be opened by the Bank at the time, date and address shown below for submission of proposals. Financial Proposals will be kept unopened, and the evaluation committee shall have no access to financial information until the detailed evaluation is concluded.</p> <p>Street Address: Bank of Uganda</p> <p>Floor/Room number Level 3, NB Committee Room 3E - 05.</p> <p>Town/City Kampala</p> <p>Country Uganda</p> <p>Date: January 30, 2025</p> <p>Time 11:30am</p>

Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 33.2	Interviews: Interviews shall not be held.
E. Evaluation of Proposals	
ITC 35	<p>Exchange Rate: The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: Uganda Shillings</p> <p>The source of exchange rate shall be: Bank of Uganda.</p> <p>The date for the exchange rate shall be: Bid Submission Date</p>
ITC 36.1	<p>Margin of Preference: A margin of preference Shall not apply.</p> <p>The procurement is reserved for National Providers as per PPDA guideline on reservation schemes to promote local content in public procurement (12/2024).</p> <p>Bidders shall provide the following documents evidencing their eligibility.</p> <ul style="list-style-type: none"> a) Partnership Deed with any amendments and b) Copies of National Identity Cards of the partners

Part 1: Section 4 Proposal Forms

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number:

A Evaluation Methodology

Evaluation of Proposals: The evaluation of Proposals will use the Quality and Cost Based Evaluation methodology as detailed below:

B Preliminary Examination Criteria

Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Proposals on a pass/fail basis;

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. not have had your business activities suspended;
4. have fulfilled your obligations to pay taxes and social security contributions;
5. have the nationality of an eligible country, as defined in the Special Conditions of Contract;
6. not to have a conflict of interest in relation to this procurement requirement; and
7. not to be subject to suspension by the Public Procurement and Disposal of Public Assets Authority and Uganda Law Council.
8. The procurement is reserved for National Providers as per PPDA guideline on reservation schemes to promote local content in public procurement (12/2024).

Documents Evidencing Eligibility: Consultants are requested to submit copies of the following documents

1. A certificate of Incorporation /Registration of the Firm or its equivalent.
2. A copy of the partnership deed.
3. A copy of a certificate of approval of law chambers valid for 2024.
4. A copy of a Proposal Securing Declaration that is valid until **July 30, 2025**.
5. A duly signed Proposal Submission Sheet, valid until **June 30, 2025**.
6. A duly signed code of ethical conduct
7. A copy of the bidder's registered / notarised Power of Attorney bearing both donor and donee signatures.
8. Practicing certificates for 2024 for all proposed staff (**Attach copies**)
9. Provide a copy of an Income Tax Clearance Certificate covering a period up to **October 31, 2024**.

Part 1: Section 4 Proposal Forms

10. A copy of a valid Clearance Certificate from National Social Security Fund evidencing fulfilment of obligations to pay social security contributions as of **October 31, 2024**.
11. Reservation requirements:
 - Partnership Deed with any amendments and
 - Copies of National Identity Cards of the partners
12. Clearance from Law Council that there are no disciplinary cases against the firm and team members.
13. Professional indemnity insurance to the tune of USD400,000 or its equivalent in Uganda shillings. (attach professional indemnity insurance cover for 2024).
14. Proof of purchase of the Bid document.

C Detailed Evaluation Criteria

Detailed evaluation to determine commercial and technical responsiveness;

Technical Criteria: Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

LOT 1: Service Level Agreement

Experience	70 points
Relevant Qualifications	30 points
Total:	100 points

The minimum score required to pass the technical evaluation is **75** points.

Proposals failing at this stage will be eliminated and not considered in subsequent stage.

LOT 2: Retainer Services

Experience	60 points
Relevant Qualifications	40 points
Total:	100 points

The minimum score required to pass the technical evaluation is **75** points.

Proposals failing at this stage will be eliminated and not considered in subsequent stage.

Part 1: Section 4 Proposal Forms

D Financial Comparison Criteria

LOT 1: Service Level Agreement

Financial Criteria for other Legal Services: Proposals that pass the technical stage shall be considered on **Service Level Agreement Basis**.

LOT 2: Retainer Services

Financial Criteria:

To determine financial scores for each bid, the lowest priced bid shall be given a financial score of 100, and other bids shall, by application of the following formulae be given a score proportionate to this:

$S_f = 100 \times F_m / F$ in which:

S_f = denotes the financial score of the bid under consideration.

F_m = is the price of the lowest price bid that passed the technical evaluation.

F = denotes the price of the bid under consideration.

Determination of Combined Technical and Financial Scores

Bids will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weightings.

$S = (S_t \times T\%) + (S_f \times P\%)$ where S is the combined technical and financial score

The weights given to the scores of the Technical and Financial Bids are:

$T = 80$ denotes the weight given to the Technical Bid; and

$P = 20$ denotes the weight given to the Financial Bid;

Determination of Best Evaluated Bidder

The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.

For retainer services in case of a tie, the tie breaker will be as below;

- a. The team leader shall have at least 20 years' experience in the specialized areas listed. The more years of experience, the more points.
- b. The firm shall have retainer experience in Financial Sector Regulation and Liquidation. The more relevant retainer experience, the more points.

Section 4. Proposal Forms

Table of Contents

4.1 Technical Proposal – Standard Forms

- 4.1.1 Technical Proposal Submission Sheet.
 - 4.1.1.1 Code of ethical conduct in business for bidders and providers
- 4.1.2 Consultant’s References.
- 4.1.3 Comments and Suggestions on the Terms of Reference.
- 4.1.4 Description of the Methodology for performing the Assignment.
- 4.1.5 Team Composition and Task Assignments.
- 4.1.6 Format of Curriculum Vitae for Proposed Professional Staff.
- 4.1.7 Confirmation of availability of professional staff
- 4.1.8 Estimated Time Schedule for Professional Staff.
- 4.1.9 Proposal Securing Declaration

4.2 Financial Proposal - Standard Forms

- 4.2.1 Financial Proposal Submission Sheet.
- 4.2.2 Summary of Proposal Price (Breakdown of Lump Sum).
- 4.2.3 Breakdown of Fees.
- 4.2.4 Breakdown of Reimbursables.
- 4.2.5 Breakdown of Miscellaneous Expenses.

Part 1: Section 4 Proposal Forms

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its technical proposal]

4.1.1 Technical Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal 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 Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- (d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date;
- (e) We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;
- (f) We, including any subcontractors or consultants for any part of the contract resulting from this procurement process are registered with the Authority Registration Number *[insert registration number]*. *[Consultants who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]*;
- (g) We, including any associates, Joint Venture partners or Sub contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Consultant, including that of all parties that comprise the Consultant, if the Consultant is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;
- (h) We have signed and undertake to abide by the Code of Ethical Conduct for Consultants attached during the procurement process and the execution of any resulting contract;
- (i) We are not participating, as Consultants, in more than one proposal in this procurement process;
- (j) We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the Procuring and Disposing Entity;
- (k) We, our affiliates or subsidiaries—including any subcontractors 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;

Part 1: Section 4 Proposal Forms

- (l) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;
- (m) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

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

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

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

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

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

Part 1: Section 4 Proposal Forms

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

(Under Section 93 (2) of the Public Procurement and Disposal of Public Assets Act, CAP 205)

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

1. Compliance with Applicable Law

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

2. Corruption

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

3. Standards

Bidders and Providers shall-

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

4. Conflict of Interest

Bidders and Providers shall not accept contracts which would constitute a conflict of interest with any prior or current contract with any procuring and disposing entity.

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

5. Confidentiality and Accuracy of Information

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

6. Gifts and Hospitality

Bidders and Providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring and disposing entity that might be viewed by the public as having an influence on their decisions.

7. Inducements

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

Part 1: Section 4 Proposal Forms

- ii. 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.

8. Fraudulent Practices

Bidders and Providers shall not-

- i. collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition.
- ii. enter into business arrangements that might prevent the effective conclusion of a procurement or disposal process in a fair manner.
- iii. engage in deceptive financial practices, such as bribery, double billing, or other improper financial practices.
- iv. misrepresent or conceal facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity, or utter false documents.
- v. unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE.
- vi. Withholding information from the PDE during contract execution to the detriment of the PDE.

9. Labour, Human Rights and Social Responsibility

a) Labour

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

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

b) Harassment

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

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

c) Non-discrimination

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

10. Health and Safety Conduct

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

Part 1: Section 4 Proposal Forms

11. Environmental Policy

a) *Environmental Conduct*

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

b) *Pollution prevention and resource reduction*

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

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

AUTHORISED SIGNATORY

NAME OF BIDDER

Use Bidder's Letterhead]

[***Name of Bidder***]

[***Physical Address of Bidder***]

Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.2 Consultant's References

Relevant services carried out in the last years (Insert number of years required) that best illustrate experience.

Using the format below, provide information on each assignment for which the Consultant, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant's Name: _____

Assignment name:		Country:
Location within country:		Professional Staff provided by consultant (profiles):
Name of client:		Nº of staff assigned:
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Current US\$ or UGX):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff provided by Associated Consultants:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of the assignment:		
Description of actual services provided by your Staff:		

Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.5. Team Composition and Task Assignments

Name	Position

2. Support Staff		
Name	Position	Task(s)

Part 1: Section 4 Proposal Forms

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.6 Format of Curriculum Vitae for Proposed Professional Staff

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., A-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
Enrolment Date	
Last date of renewal of Practicing Certificate*	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. A2 , Project manager]		

Relevant Professional Qualifications/certifications

Membership in Professional Associations

Language Skills (indicate only languages in which you can work):

Part 1: Section 4 Proposal Forms

****Attach copies of latest Practicing Certificate and relevant professional certificates***

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

Part 1: Section 4 Proposal Forms

4.1.7 Format for confirmation of availability of Key Professional Staff

Subject of procurement:		Procurement reference number:	
Firm Name			
List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available	

Confirmation

I(insert name of consultant)
 hereby certify that the staff described above shall be available as indicated

Signature: _____

Name: _____

Part 1: Section 4 Proposal Forms

[This Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the powers of attorney. It should be included by the Bidder in its bid, if so, stated in Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

Qualification Form

Name of Bidder:	
------------------------	--

STRUCTURE AND ORGANIZATION

1 Name of Company:
[insert full legal name]

Physical address:
[insert street/ number/ town or city/ country]

Postal address:

Telephone number:

Email:

2 Description of the Company's activities:

3 Number of years and proof of experience in the provision of services or supplies under reference

Attach Firm Profile

Part 1: Section 4 Proposal Forms

1. The work performed providing Services of a similar nature and value in last five years is: *[List also details of Services under way or committed, including expected completion date.]*

No	Name of Client and Contact Person	Type of Legal Services Offered	Duration and Dates of Contract	Value of contract

Note: The applicant **must** attach evidence (Contract or Purchase Order) of performance of the above contract. This is applicable for both completed and on-going contracts

DECLARATION: (to be signed by the company's authorised signatory)

I, _____ on behalf of _____ declare that the information provided in this form and all other forms _____ (list the relevant forms) is true and accurate and that if verified by BOU and any information is established to be false or inaccurate, the company accepts to be disqualified in accordance with Section 4.2 of this DOCUMENT.

SIGNED: _____ DATE: _____

SIGNATURE AND STAMP/SEAL

Part 1: Section 4 Proposal Forms

4.1.9 Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated. If the Consultant is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

Date: *[insert date (as day, month and year) of Proposal Submission]*
Procurement Reference No.: *[insert reference number of selection 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, proposals must be supported by a Proposal Securing Declaration.

2. I/We accept that I/we may 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 Request for Proposals conditions, because we:

- (a) have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
- (b) having been notified of the acceptance of our proposal by the Procuring and Disposing Entity, during the period of proposal validity, fail or refuse to:
 - (i) sign the Contract in accordance with ITC Clause 43;
 - (ii) furnish the Performance Security, in accordance with the ITC Clause 45; or
 - (iii) accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITC sub Clause 31.4.

3. I/We understand this Proposal Securing Declaration shall expire on *[Insert date as per ITC Clause 21]*.

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

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

Duly authorized to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

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

Part 1: Section 4 Proposal Forms

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its financial proposal]

4.2.1 Financial Proposal Submission Sheet

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

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

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

We, the undersigned, declare that:

- (a) The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;
- (b) We are eligible for a Margin of Preference in accordance with ITC Clause 36 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

[or]

We are not eligible for a Margin of Preference in accordance with ITC Clause 36;

- (c) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: *[insert complete name of each Recipient, its 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 and address of Recipient	Purpose Reason	Currency and Amount

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

In the capacity of _____ *[insert legal capacity of person signing the proposal]*

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

Duly authorised to sign the proposal for and on behalf of: _____ *[insert complete name of Consultant]*

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

Part 1: Section 4 Proposal Forms

4.2.2

BREAKDOWN OF FEES

PROVISION OF LEGAL SERVICES TO BANK OF UGANDA

PROFFESIONAL FEES

LOT 1 SERVICE LEVEL AGREEMENT

1. LEGAL OPINIONS AND OTHER ADVISORY WORK

FEES (UGX Incl. of taxes)				
Name and Position of Personnel	Input Quantity	Unit of Input	Rate	Total Price
Partner				
Associate				
Legal Officer				
TOTAL:				

2. DISBURSEMENTS / MISCELLANEOUS COSTS

These costs shall be reimbursed upon presentation of receipts.

3. CONVENYANCING FEES AND PERFECTION OF SECURITIES

4.1 Perfection of Bank properties, staff securities and other securities

No.	Cost Item	Amount in UGX. (This amount covers Professional Fees, Miscellaneous costs and taxes but does not cover statutory costs mentioned below)
1	Transfer of property a) Within Kampala b) Upcountry Registry	
2.	Mortgage Registration a) Within Kampala b) Upcountry Registry	
3.	where Client has more than one certificate of title a) Within Kampala b) Upcountry Registry	
5.	Processing lease renewals/extension including necessary consents up to title issuance	

Part 1: Section 4 Proposal Forms

No.	Cost Item	Amount in UGX. (This amount covers Professional Fees, Miscellaneous costs and taxes but does not cover statutory costs mentioned below)
6.	Registration of caveats	
7.	Removal of encumbrances	
8	Land Searches	
9	Processing certificates of titles for untitled land	
10	Processing a Special certificate of title	
11	Processing a Substitute certificate of title	
12	Conversion of Tenure of title	
13	Mutation of certificates of title	
14	Merger of certificates of title	
15	Valuation for transfer of title	
16	Data Maintenance	
17	Replacement of a Deed Print	
18	Completion Search	
19	Other services offered under this category (Specify)	
Statutory Costs (subject to the prevailing rates at time of instruction)		
1.	Registration fees for transfer, mortgages, caveat etc.	
2.	Stamp duty on mortgage	
3.	Stamp duty on transfer	
4.	Stamp duty on Sale agreement	
5.	Extra copy of mortgage	
6.	Bank charges	
7.	Release of encumbrance	
	<i>*Within Kampala shall cover Kampala and Wakiso Districts</i>	

5. REGISTRY SEARCHES AND CERTIFICATION FEES

No.	Registry	Amount in UGX incl. of taxes
1.	Company and Documents registry	
2.	Courts of Judicature registry	
3.	Other Registries (specify)	

6. DEBT RECOVERY FEES

Part 1: Section 4 Proposal Forms

No.	Recovery	Recovery Scale (This amount covers Professional Fees, disbursements and taxes but does not cover costs mentioned below)
1	Secured loans where recovery is made without recourse to court (including realization of securities were necessary)% of the sum recovered
2	Unsecured loans where recovery is made without recourse to court % of the sum recovered
3	Recovery where auctioneers/ court bailiffs are used for the sale% of the sum recovered
4	Recovery through Court	In accordance with the Advocates (Remuneration and Taxation of Costs) Amendment Regulations, 2018

Note:

1. No recovery sum is payable if no recovery is made.
2. Collection fees to be paid by the debtor
3. Disbursements for newspaper advertisements and filing fees shall be met by the Bank.
4. Regular up-dates will be provided along with monthly Case Reports.

7 LITIGATION FEES

7.1 For matters under litigation, the fees that the Client will be charged based on the Advocates (Remuneration and Taxation of Costs) (Amendment) Regulations 2018, Sixth Schedule and may be negotiated by the parties.

7.2 Upon receipt of instructions, indicative fees shall be submitted to the Bank within the shortest possible time accompanied by a declaration on conflict of interest.

7.3 The parties shall negotiate and agree on the instruction fees payable in a matter before commencement of instructions. The Payment Structure for payment of instruction fees shall be as follows-

- 40% upon issuance of instructions;
- 30% upon conclusion of hearing of the matter;
- 30% upon Judgment.
- Where Costs are awarded to the Bank, Counsel shall be entitled to 50% of the recovered costs.

7.4 If the Firm is unable to complete an instruction due to a frustrating event out of the control of either party, the Bank will pay a reasonable fee in proportion to the amount of work done under the instruction.

7.5 All fee notes/invoices shall be presented with a breakdown of the fees chargeable, as below;

Part 1: Section 4 Proposal Forms

FEES (UGX)		
	Fees	Rate
1	Instruction fees (including attendances, perusals, correspondences, representations and advisory).	In accordance with the Advocates Act (Remuneration and Taxation of Costs) (Amendment) Regulations 2018, Sixth Schedule
2.	Matters where the firm is handling joint instructions with in-house counsel.% of instruction fees.
3	Garnishee Applications	3,000,000/=
4	Matters where the Bank is added as a Party to suit by virtue of its statutory mandate as a regulator and resolution authority	1. Fees shall not be based on the value of the subject matter. 2. Fee payable shall be based on fees ordinarily payable under judicial review matters
5	Instructions for an Advocate to hold brief in a matter being handled by in-house counsel (specify rate per day)	
6	Instructions for a Clerk to make filings in a matter being handled by in-house counsel (specify rate per day)	
	Disbursements	
1	Filing fees	These fees shall be reimbursed upon presentation of receipts.
2	Transport (specify per region or radius) and indicate for both advocates and Clerks	Region A (includes.....) Advocate Clerk Region B (includes) Advocate

Part 1: Section 4 Proposal Forms

		Clerk
3	Accommodation (specify)	Advocate Clerk
4	Other expenses (specify)	These expenses shall be reimbursed upon presentation of receipts.

8. DUE DILIGENCE FEES

Fees shall be agreed upon receiving instructions and ascertaining of any third-party costs.

9. LEGAL AND COMPLIANCE AUDIT FEES

Fees shall be agreed upon receipt of instructions.

LOT 2: RETAINER SERVICES ANNUAL RETAINER FEES

- a) Annual Retainer Fees shall be UGX(inclusive of taxes)
- b) Annual Retainer Fees shall cover the following;(state all services covered under the retainer fees in 1(a) above)
- c) The Annual Retainer **will not** cover the following;(state all services not covered under the retainer fees in 1(a) above)

Section 5. Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of 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 the provision of Services from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Procurement Reference Number: BOU/NCONS/24-25/00103

Terms of Reference for the Appointment of Law Firms to Provide Legal Services to Bank of Uganda

LOT 1: SERVICE LEVEL AGREEMENT

A. INTRODUCTION

Bank of Uganda (The Bank) as the Central Bank of Uganda wishes to engage the services of competent law firms in Uganda to provide support in legal matters, including but not limited to the following specialized areas –

1. Financial Sector Regulation.
2. Banking.
3. Finance.
4. Payment Systems.
5. Conveyancing and perfection of securities.
6. Pension matters.
7. Employment matters.
8. Debt Recovery.
9. Resolution of problem institutions.
10. Corporate and Commercial matters.
11. Taxation.
12. Procurement and Disposal of Assets

Service Level Agreement Instructions shall be issued on a case-by-case basis following a technical and financial evaluation.

The Bank shall engage bidders who pass the technical requirements on Service Level Agreement basis.

B. SCOPE OF WORK

1. Provide legal advice at the request of the Bank on any matter.
2. Provide legal support on Legislative reforms.
3. Represent the Bank in litigation matters and other legal proceedings before courts of law, tribunals or quasi-judicial bodies.
4. Carry out perfection of the Bank's and staff certificates of title and securities
5. Reviewing of deeds, agreements, Memoranda of Understanding or any other legal documentation as may be requested by the Bank
6. Provide debt recovery services
7. Conduct due diligence on entities and persons under the regulatory horizon

8. Conduct Legal and Compliance Audits
9. Provide other specialized legal services relevant to the Bank's operations and statutory mandate
10. Provide training and education as and when required by the Bank.
11. Provide any other incidental Legal support to the Bank as may be requested from time to time.

C. DELIVERABLES

1. Legal Opinions.
2. Reviewed legal documents and instruments.
3. Perfected certificates of title and securities.
4. Status reports.
5. Recovered loans.
6. Concluded litigation matters.

Key deliverables

No.	Task	Expected Turnaround Time
1.	Legal Opinions	Within 5 working days of receipt of instructions
2.	Conduct searches at the Land Registry and other relevant Government offices	Within 5 working days of receipt of instructions
3.	Registration of a transfer or security interest in favor of the Bank	Within 2 weeks of receipt of instructions
4.	Processing release of mortgage or removal of Caveats and other encumbrances	Within 10 working days of receipt of instructions
5.	Processing of lease renewals and extensions	Within four months of receipt of instructions
7.	Status Update Reports on all matters handled by and on behalf of Bank, with clear recommendations.	Conveyancing & perfection of securities – Monthly Debt Recovery – Monthly Litigation & status on outstanding matters – Bi annual
8	Provide advice to the Bank on matters incidental to the above and do any or such other things as the Bank may from time to time instruct the consultant to do.	As per the Bank's instructions

E: QUALIFICATIONS

REQUIRED QUALIFICATIONS AND EXPERIENCE

To establish its qualifications to provide the services, the Firm shall complete and submit relevant information to prove the following:

1. At least 8 years' experience in providing similar assignments/ services in the envisaged Scope of Work to six (6) **reputable similar** organizations for example financial institutions, international organizations, government parastatals/ ministries, audit firms in the last five (5) years. The firm shall provide evidence of such work done clearly indicating the values involved. Such evidence shall be a copy of a Contract with contact details (names and telephone numbers) for each of the organisations together with Confirmation/reference letters which must be **current**, must state the period of relationship and the scope of the services.
2. The team leader shall have a bachelor's degree in law, a Post Graduate Diploma in Legal practice from Law Development Centre (Uganda) and enrolled as an advocate of the High Court with a valid practising certificate for 2024. The team leader shall also have a minimum of eight (8) years' post enrolment experience in providing legal services under service level agreements in the specialized areas listed above. **(Attach a signed CV presented in the format provided within this Bidding Document together with copies of the required qualification documents and a copy of the enrolment certificate).**
3. Key personnel with a minimum of 5 years' post enrolment experience in handling similar assignments or services in the envisaged Scope of Work with a minimum of a master's degree in law in the specialized areas listed above. **(The firm must attach signed CV'S, presented in the format provided within this Bidding Document, of up to two (2) Proposed key staff with copies of the relevant academic qualifications)**
4. At least One (1) personnel with relevant professional certifications in Insolvency **(Attach copies of the certifications)**
5. At least two (2) key personnel with relevant professional certifications in Arbitration or mediation **(Attach copies of the certifications).**
6. At least One (1) personnel who is a Commissioner for Oaths
7. At least One (1) personnel who is a Notary Public.
8. International Ranking of Law Firm **(Attach proof of ranking]**
9. Existing alliances or affiliation with at least one (1) International law Firm. **(Attach evidence of alliances or affiliation)**

F: Reporting Relationship

The respective firms will report to The Head of Legal Services Department Bank of Uganda or any designated officer.

LOT 1: SERVICE LEVEL AGREEMENT

	Evaluation Criteria	Max Score										
1	Firm's Experience	70										
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Evaluation Criteria		Max Score
<p>Key personnel with a minimum of 5 years' post enrolment experience in handling similar assignments or services in the envisaged Scope of Work with a minimum of a master's degree in law in the specialized areas listed above. <i>(The firm must attach signed CV'S, presented in the format provided within this Bidding Document, of up to two (2) Proposed key staff with copies of the relevant academic qualifications)</i></p> <p><i>Each Key Personnel = 5 points</i> <i>Maximum Points = 10 points</i></p>	10	
<p>At least One (1) personnel with relevant professional certifications in Insolvency <i>(attach certifications)</i></p>	2	
<p>At least two (2) Personnel with relevant professional certifications in Arbitration or mediation <i>(attach certifications)</i></p>	2	
<p>At least One (1) personnel who is a Commissioner for Oaths <i>(attach proof)</i></p>	2	
<p>At least One (1) personnel who is a Notary Public <i>(attach proof)</i></p>	2	

LOT 2: RETAINER SERVICES

A. INTRODUCTION

Bank of Uganda (The Bank) as the Central Bank of Uganda wishes to engage the services of competent law firms in Uganda to represent it in legal matters, but not limited to the following specialized areas –

1. Financial Sector Regulation.
2. Banking.
3. Finance.
4. Payment Systems.
5. Conveyancing.
6. Pension matters.
7. Employment matters.
8. Debt Recovery.
9. Insolvency.
10. Liquidation.
11. Corporate and Commercial matters.
12. Taxation.
13. Procurement and Disposal of Assets

Retainer Services Agreement: This shall be a Lumpsum Agreement covering all services indicated there in. Retainer services shall cover all legal matters except;

- i. Litigation matters or other legal proceedings before courts of law, tribunals or quasi-judicial bodies.
- ii. Matters which are by way of specific briefs to attend to the preparation and registration or enforcement of securities, properties conveyancing and the preparation and registration of lease or tenancy agreements.

Please indicate any other exceptions.

The Bank shall engage the two (2) best evaluated bidders for retainer services on retainer basis.

B. SCOPE OF WORK

1. Provide legal advice at the request of the Bank on any matter.
2. Legal Advice on Legislative reforms.
3. Reviewing of deeds, agreements, Memoranda of Understanding or any other legal documentation as may be requested by the Bank.
4. Provide other specialized legal services relevant to the Bank's operations.
5. Provide training/ education and support to the Bank's initiatives on legal education as and when required by the Bank
6. Provide any other incidental Legal support to the Bank as may be requested from time to time.

C. DELIVERABLES

1. Legal Opinions.
2. Legal documents and instruments.
3. Status Reports.
4. Trainings

D: QUALIFICATIONS

REQUIRED QUALIFICATIONS AND EXPERIENCE

To establish its qualifications to perform the Contract, the Firm shall complete and submit relevant information to prove having:

1. At least 15 years' experience in providing retainer services to at least 5 .reputable organisations in the last five years from 2019. The firm shall provide evidence of such work done clearly indicating the values involved. Such evidence shall be a copy of a Contract with contact details (names and telephone numbers) for each of the organisations together with Confirmation/reference letters which must be current, must state the period of relationship and the scope of the service.
2. The team leader shall have a Bachelor's degree in Law, a Post Graduate Diploma in Legal practice from Law Development Centre (Uganda) and enrolled as an advocate of the High Court **with** a valid practising certificate for 2024 with a minimum of 20 years' post enrolment experience offering legal services in at least ten (10) of the specialized practice areas listed above with management experience. **(Attach a signed CV presented in the format provided within this Bidding Document with copies of the relevant academic qualifications).**
3. Key personnel shall have a minimum of 10 years' post enrolment experience in providing retainer services in the envisaged specialised areas with a minimum of a master's degree in law in the specialized areas listed above. **(The firm must attach signed CV'S, presented in the format provided within this Bidding Document, of up to two (2) Proposed key staff with copies of the relevant academic qualifications)**
4. Existing alliances or affiliation with at least one (1) International law Firm. **(Attach evidence of alliances or affiliation)**
5. International Ranking of Law Firm **(Attach proof of ranking)**
6. At least One (1) personnel with relevant professional certifications in Insolvency **(Attach copies of the certifications)**
7. At least two (2) key personnel with relevant professional certifications in Arbitration or mediation **(Attach copies of the certifications).**
8. Attach Firm Profile.
9. Provide proof of conducting legal training to clients and the public.

E: Reporting Relationship

The respective firms will report to The Head of Legal Services Department/Legal Counsel, Bank of Uganda or any designated officer.

LOT 2: RETAINER SERVICES

Evaluation Criteria		Max Score												
1	Firm's Experience	60												
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PART 3 - Contract

Section 7: General Conditions of Contract
for the Procurement of Consultancy Services

Table of Clauses

A	General Provisions	63
1	Definitions	63
2	Corrupt Practices	64
3	Confidential Information	65
B	The Contract	65
4	Contract Documents	65
5	Governing Law	66
6	Language	66
7	Notices	66
8	Commencement of Services	66
9	Assignment	66
10	Subcontracting	67
11	Contract Amendments	67
12	Change in Laws	67
13	Force Majeure	67
14	Suspension of Assignment	68
15	Termination	68
16	Cessation of Rights and Obligations or Services	70
17	Settlement of Disputes	70
18	Completion Period of the Services	70
C	Obligations of the Procuring and Disposing Entity	70
19	Provision of Information and Assistance	70
20	Provision of Counterpart Staff	71
D	Payment	71
21	Contract Price and Currency	71
22	General Payment Procedure	72
23	Invoice Procedure	72
24	Documentation to Support Invoices	72
25	Payment Schedule	72
26	Advance Payment Guarantee	72
27	Payment Terms	73
28	Final Statement and Payment	73
29	Accounts	73
30	Option 1 - Payments in respect of Lump Sum remunerated Contracts	73
31	Option 2 - Payments in respect of Time Based remunerated Contracts	73
32	Price Adjustments	74
33	Taxes and Duties	74
E	Obligations of the Consultant	74
34	Obligations of the Consultant	74
35	Eligibility	75
36	Joint Venture, Consortium or Association	75

37	Code of Conduct	75
38	Conflict of Interests	76
39	Indemnification	76
40	Insurance to be taken out by the Consultant	77
41	Accounting, Inspection and Auditing	77
F	Performance of the Services	77
42	Scope of Services	77
43	Specifications and Designs	77
44	Property of Deliverables	77
45	Extensions of Time	78
46	Consultant's Personnel	78
47	Working Hours of the Personnel	79
48	Replacement of Personnel	79
49	Medical and Insurance arrangements	80

Section 7: General Conditions of Contract
for the Procurement of Consultancy Services

A General Provisions

1 Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- (a) “Consultant” means the natural person, private or government entity, or a combination of the above, whose proposal 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 Consultant.
 - (b) “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
 - (c) “Contract Documents” means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - (d) “Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.
 - (e) “Day” means working day. “Month” means calendar month.
 - (f) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
 - (g) “Foreign Currency” means any currency other than Uganda Shillings.
 - (h) “GCC” means the General Conditions of Contract.
 - (i) “Local Currency” means Uganda Shillings.
 - (j) “Lump sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.
 - (k) “Member,” where the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities; and “Member in Charge” means the entity authorised to act on all the Members behalf in exercising all the Consultants’ rights and obligations towards the Procuring and Disposing Entity under the Contract and named in the SCC.
 - (l) “Party” means the Procuring and Disposing Entity or the Consultant, as the case may be, and “Parties” means both of them.
 - (m) “Personnel” means persons engaged by the Consultant or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside Uganda; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside Uganda; and “Key Personnel” means those Personnel that are regarded by the Consultant as essential to the successful completion of the Services and related tasks.
 - (n) “Procuring and Disposing Entity” means the entity purchasing the Services, as specified in the Agreement.
 - (o) “SCC” means the Special Conditions of Contract.

- (p) “Services” means the professional or specialised Services to be performed by the Consultant as described in the contract and shall include consultancy Services.
 - (q) “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 Services to be provided is subcontracted by the Consultant.
 - (r) “Time based contract” means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.
 - (s) “Tribunal” means a Tribunal established under the PPDA Act, 2003
- 1.3 The word “Government” shall mean the Government of the Republic of Uganda.
- 1.4 If the context so requires it, singular means plural and vice versa.
- 1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring and Disposing Entity and the Consultant.

2 Corrupt Practices

- 2.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Consultants under Government financed contracts, observe the highest standards 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.
- 2.2 The Consultant shall permit the Government of Uganda to inspect the Consultant’s accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

- 2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring and Disposing Entity may terminate a Contract in accordance with GCC Clause 15 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 Consultant, during the procurement or the execution of that contract.

3 Confidential Information

- 3.1 The Procuring and Disposing Entity and the Consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or 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 Consultant 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 Consultant shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Consultant under the Contract.
- 3.2 The Procuring and Disposing Entity shall not use such documents, data, and other information received from the Consultant for any purposes unrelated to the contract. Similarly, the Consultant 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.
- 3.3 The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:
- (a) the Procuring and Disposing Entity or Consultant 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.
- 3.4 The provisions of GCC Clauses 3.1 and 3.2 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 Services or any part thereof.
- 3.5 The provisions of GCC Clauses 3.1 and 3.2 shall survive for a period of two years from completion or termination, for whatever reason, of the Contract.

B The Contract

4 Contract Documents

- 4.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Consultant's Proposal as amended by clarifications,
 - (c) Special Conditions of Contract,
 - (d) General Conditions of Contract,

- (e) Statement of Requirements,
- (f) Minutes of negotiations if any,
- (f) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

- 4.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.3 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.
- 4.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring and Disposing Entity or the Consultant may be taken or executed by the authorised representatives specified in the SCC.
- 4.5 The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

5 Governing Law

- 5.1 The Contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise stated in the SCC.

6 Language

- 6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant and the Procuring and Disposing Entity, shall be written in English. 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.
- 6.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7 Notices

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.
- 7.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

8 Commencement of Services

- 8.1 The Consultant shall commence the Services within the time period specified in the SCC after the date of signature of the Agreement.

9 Assignment

- 9.1 The Procuring and Disposing Entity or the Consultant shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

10 Subcontracting

- 10.1 The Consultant shall request approval in writing from the Procuring and Disposing Entity for all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Consultant of any of its obligations, duties, responsibilities or liability under the Contract.
- 10.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 35.

11 Contract Amendments

- 11.1 The Procuring and Disposing Entity may at any time request the Consultant through notice in accordance with GCC Clause 7, to make changes to the Contract by agreement to an Amendment of Contract.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Consultant's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Date, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment must be asserted within twenty-eight days from the date of the Consultant's receipt of the Procuring and Disposing Entity's notice.
- 11.3 Prices to be charged by the Consultant for any related or additional Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.
- 11.4 An Amendment to Contract shall be signed by both Parties following agreement to the proposed changes required and shall make adjustments for the impact on the Contract Price, completion period or any other condition.

12 Change in Laws

- 12.1 Unless otherwise specified in the Contract, if after the date of the Request for Proposals 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 Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant 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 by a contracts amendment or a price adjustment in accordance with GCC Clause 32.

13 Force Majeure

- 13.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other

industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

13.2 Force Majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
- (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations.
- (c) insufficiency of funds or failure to make any payment required hereunder.

13.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

13.4 A Party affected by an event of Force Majeure shall take all reasonable measures to:

- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
- (b) minimise the consequences of any event of Force Majeure.

13.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

13.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

13.7 Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

14 Suspension of Assignment

14.1 The Procuring and Disposing Entity may, by written notice of suspension of the assignment to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

- (a) specify the nature of the failure; and
- (b) request the Consultant to remedy such failure within a period not exceeding thirty days

after receipt by the Consultant of such notice of suspension.

15 Termination

- 15.1 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Consultant (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 15.1 (a) to (h), terminate the Contract if:
- (a) the Consultant fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 14 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
 - (b) the Consultant becomes, or if any of the Consultant'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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
 - (d) the Consultant 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 Consultant 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 Consultant, 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) the Tribunal directs that a contract should be terminated.
- 15.2 The Consultant 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 15.2 (a) to (d) terminate the Contract if:
- (a) the Procuring and Disposing Entity fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to GCC Sub-Clause 23.2 within forty-five days after receiving written notice from the Consultant that such payment is overdue;
 - (b) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Consultant's notice specifying such breach;
 - (c) the Consultant 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
 - (d) the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 15.3 If either Party disputes whether an event specified GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such Party may, within forty-five days after

receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

16 Cessation of Rights and Obligations or Services

- 16.1 Upon termination of the Contract pursuant to GCC Clause 15, or upon completion of the Services pursuant to GCC Clause 18 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
 - (b) the obligation of confidentiality set forth in GCC Clause 3;
 - (b) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
 - (c) any right which a Party may have under the Governing Laws.
- 16.2 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 7, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring and Disposing Entity, the Consultant shall proceed as provided, by GCC Clause 44.

17 Settlement of Disputes

- 17.1 The Procuring and Disposing Entity and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act Cap 4 laws of Uganda or such other formal mechanism specified in the SCC.

18 Completion Period of the Services

- 18.1 The period for the completion of the Services shall be specified in the SCC. The completion period shall be counted from the date of the commencement of the Services.

C Obligations of the Procuring and Disposing Entity

19 Provision of Information and Assistance

- 19.1 The Procuring and Disposing Entity shall supply the Consultant with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring and Disposing Entity at the end of the period of the Contract.
- 19.2 The Consultant may request the assistance of the Procuring and Disposing Entity to obtain copies of laws, regulations, and information on local customs, orders or bylaws of Uganda, which may affect the Consultant in the performance of its obligations under the contract. The Procuring and Disposing Entity may charge the Consultant for such assistance.
- 19.3 Subject to the provisions of the laws and regulations on foreign labour in Uganda, the Procuring and Disposing Entity shall make every effort to

facilitate the Consultant in obtaining all required visas and permits, including work and residence permits, for the personnel whose services the Consultant and the Procuring and Disposing Entity consider necessary as well as residence permits for their families.

- 19.4 The Procuring and Disposing Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 19.5 The Procuring and Disposing Entity shall use its best efforts to ensure that the Government shall:
 - (a) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
 - (b) exempt the Consultant and the Personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of Uganda;
 - (c) provide to the Consultant, Sub-contractors and Personnel any such other assistance as may be specified in the SCC.
- 19.6 The Procuring and Disposing Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Statement of Requirements at the times and in the manner specified in the Statement of Requirement.

20 Provision of Counterpart Staff

- 20.1 If so provided in the SCC, the Procuring and Disposing Entity shall make available to the Consultant, as and when provided in the Contract, and free of charge, such counterpart Personnel to be selected by the Procuring and Disposing Entity, with the Consultant's advice, as shall be specified in the Contract. Counterpart Personnel shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring and Disposing Entity shall not unreasonably refuse to act upon such request.
- 20.2 If counterpart Personnel are not provided by the Procuring and Disposing Entity to the Consultant where specified in the Contract, the Procuring and Disposing Entity and the Consultant shall agree:
 - (a) how the affected part of the Services shall be carried out; and
 - (b) the additional payments or time, if any, to be granted by the Procuring and Disposing Entity to the Consultant as a result thereof.
- 20.3 Counterpart personnel are not liable for the poor performance of the Consultant.

D Payment

21 Contract Price and Currency

- 21.1 The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing:
 - (a) the total amount payable for a Lump Sum contract; or
 - (b) the maximum amount for a Time Based contract.

- 21.2 Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.
- 21.3 The Contract Price may only be changed as provided for in GCC Clause 11.

22 General Payment Procedure

- 22.1 The provisions of this Clause apply to all contracts subject to these GCC. Additional provisions at GCC Clause 30 or 31 shall apply as follows:
- (a) the provisions of GCC Clause 30, Option 1 shall apply to Lump Sum contracts;
 - (b) the provisions of GCC Clause 31, Option 2 shall apply to Time Based contracts.

The type of contract applicable is stated in the SCC.

- 22.2 In consideration of the Services performed by the Consultant under the Contract, the Procuring and Disposing Entity shall make to the Consultant such payments in such manner as is provided by the Contract.

23 Invoice Procedure

- 23.1 The Procuring and Disposing Entity shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. The Procuring and Disposing Entity shall certify or reject such requests for payment within five days from receipt.
- 23.2 Where such payment requests are rejected, the Procuring and Disposing Entity shall promptly advise the Consultant of the reasons for rejection.
- 23.2 The Procuring and Disposing Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring and Disposing Entity shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.

24 Documentation to Support Invoices

- 24.1 Invoices shall be accompanied by the documentary requirements specified in the SCC.

25 Payment Schedule

- 25.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.

26 Advance Payment Guarantee

- 26.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.
- 26.2 Should the advance payment guarantee cease to be valid and the Consultant 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 Consultant under the contract.

26.3 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 Consultant.

27 Payment Terms

27.1 Unless otherwise specified in the SCC, payments shall be made by the Procuring and Disposing Entity, no later than thirty days after submission and certification of a request for payment by the Consultant.

28 Final Statement and Payment

28.1 A final payment shall be made against submission by the Consultant of a final statement, identified as such and approved by the Procuring and Disposing Entity. The final statement shall be deemed approved by the Procuring and Disposing Entity ninety working days after receipt by the Procuring and Disposing Entity unless the Procuring and Disposing Entity, within this period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the deliverables or the final statement.

28.2 Any amount which the Procuring and Disposing Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Consultant to the Procuring and Disposing Entity within thirty days after receipt by the Consultant of a notice thereof. Any such claim by the Procuring and Disposing Entity for reimbursement must be made within twelve months after receipt by the Procuring and Disposing Entity of a final statement approved by the Procuring and Disposing Entity.

28.3 Upon termination of the Contract pursuant to GCC Clauses 15, the Procuring and Disposing Entity shall make the following payments to the Consultant:

- (a) fees for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to GCC Clauses 15.1(a) to (d) and 15.1(g) to (h) reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

29 Accounts

29.1 All payments under the Contract shall be made to the accounts of the Consultant specified in the Invoice.

30 Option 1 - Payments in respect of Lump Sum remunerated Contracts

30.1 The Contract Price shall be a fixed total lump-sum including all Personnel costs, Sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the Consultant in carrying out the Services described in the Contract.

30.2 Total payments under this Contract shall not exceed the Contract Price.

30.3 The Contract Price shall be claimed in lump-sum instalments against deliverables specified in GC Clause 25 and in accordance with the documentary requirement stated in GC Clause 24.

31 Option 2 - Payments in respect of Time Based remunerated Contracts

31.1 The Consultant's total remuneration shall not exceed the Contract Price stated in the Agreement.

31.2 The Consultant shall notify the Procuring and Disposing Entity as soon as cumulative charges incurred for the Services have reached 80% of the Contract Price.

- 31.3 Separate invoices shall be submitted for fees and for reimbursable expenditure.
- 31.4 Fees for the Personnel shall be claimed in accordance with the documentary requirement stated in GC Clause 24.
- 31.5 Fees for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services or such other date as the Parties may agree in writing. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract and subject to such additional provisions as are set forth, in the SCC.
- 31.6 Reimbursable expenditures shall include costs actually and reasonably incurred by the Consultant in the performance of the Services and are specified in the Contract.

32 Price Adjustments

- 32.1 Prices charged by the Consultant for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.

33 Taxes and Duties

- 33.1 Except as otherwise specifically provided in the SCC, the Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the Services to be supplied under the Contract.
- 33.2 If any tax exemptions, reductions, allowances or privileges may be available to the Consultant in Uganda, the Procuring and Disposing Entity shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.
- 33.3 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 proposal submission in Uganda (called "tax" in this 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 Consultant, 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.

E Obligations of the Consultant

34 Obligations of the Consultant

- 34.1 The Consultant shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 34.2 The Consultant shall submit to the Procuring and Disposing Entity the reports and other deliverables, specified in the Contract.
- 34.3 The Consultant shall respect and abide by all laws and regulations in force and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Consultant shall indemnify the Procuring and Disposing Entity against any claims and

proceedings arising from any infringement by the Consultant, its employees and their dependants of such laws and regulations.

- 34.4 The Consultant shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.
- 34.5 The Consultant shall obtain the Procuring and Disposing Entity's prior approval in writing before taking any of the following actions:
- a) appointing any member of the Personnel that are not named in the Contract;
 - b) entering into a subcontract that is not specified in the Contract, for the performance of any part of the Services, it being understood that the Consultant shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (c) any other action that may be specified in the SCC.

35 Eligibility

- 35.1 The Consultant and its Subcontractors shall have the nationality of an eligible country. A Consultant 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.
- 35.2 The Consultant and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries.

36 Joint Venture, Consortium or Association

- 36.1 Unless otherwise specified in the SCC, if the Consultant 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. The joint venture, consortium, or association shall designate one party to act as the Member in Charge with authority to bind the joint venture, consortium, or association and to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring and Disposing Entity under the Contract, including without limitation the receiving of instructions and payments from the Procuring and Disposing Entity.
- 36.2 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. Any alteration of the composition of the joint venture, consortium or association without the prior written consent of the Procuring and Disposing Entity shall be considered to be a breach of contract.

37 Code of Conduct

- 37.1 The Consultant shall at all times act loyally and impartially and as a faithful adviser to the Procuring and Disposing Entity in accordance with the rules and/or codes of conduct of its profession. It shall, in particular, refrain from making any public statements concerning the Services without the prior approval of the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 37.2 For the period of execution of the contract, the Consultant and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Uganda.

38 Conflict of Interests

- 38.1 The Consultant shall refrain from any relationship which would compromise its independence or that of its Personnel. If the Consultant fails to maintain such independence the Procuring and Disposing Entity may terminate the contract in accordance with the provision contained in the GCC Clause 15.
- 38.2 The Consultant shall after the conclusion or termination of the Contract, be limited in its role in connection with the project and shall not be permitted any further involvement in the provision or procurement of works, supplies or further Services other than a continuation of the Services, for any project resulting from or closely related to the Services.
- 38.3 The Consultant shall not engage, and shall cause their Personnel and Subcontractors not to engage, either directly or indirectly, in any of the following activities:
- a) during the term of the Contract, any business or professional activities in Uganda which would conflict with the activities assigned to them under the Contract; and
 - b) after the termination of the Contract, such other activities as may be specified in the SCC.
- 38.4 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 38.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Procuring and Disposing Entity.

39 Indemnification

- 39.1 At its own expense, the Consultant shall indemnify, protect and defend, the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.
- 39.2 At its own expense, the Consultant shall indemnify, protect and defend the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's failure to perform its obligations provided that:
- (a) the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;
 - (b) the ceiling on the Consultant's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Consultant's wilful misconduct;
 - (c) the Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

- 39.3 The aggregate liability of the Consultant to the Procuring and Disposing Entity shall not exceed the total contract value or such other amount specified in the SCC.
- 39.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Procuring and Disposing Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or
 - b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Procuring and Disposing Entity.
- 39.5 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

40 Insurance to be taken out by the Consultant

- 40.1 The Consultant shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring and Disposing Entity as shall be specified in the SCC.
- 40.2 The Consultant shall at the Procuring and Disposing Entity's request, provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained.

41 Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

F Performance of the Services

42 Scope of Services

- 42.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 42.2 The Services shall be performed at such locations as are specified in the Contract and, where the location of a particular task is not so specified, at such locations, whether in Uganda or elsewhere, as the Procuring and Disposing Entity may approve.

43 Specifications and Designs

- 43.1 The Consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Procuring and Disposing Entity and taking into account the latest design criteria.
- 43.2 The Consultant shall ensure that any specifications and designs and all documentation relating to procurement of Works, Supplies and Services are prepared on an impartial basis so as to promote competitive tendering.

44 Property of Deliverables

- 44.1 All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and software containing data and information compiled, prepared and furnished by the Consultant for the Procuring and

Disposing Entity under the Contract shall become and remain the absolute property of the Procuring and Disposing Entity. The Consultant shall deliver all such documents to the Procuring and Disposing Entity on completion or termination of the Contract. The Consultant may retain a copy of such reports, data and software and any restrictions about the future use of such reports, data or software shall be specified in the SCC.

- 44.2 Equipment and materials made available to the Consultant, or purchased by the Consultant with funds provided by the Procuring and Disposing Entity, shall be the property of the Procuring and Disposing Entity. Upon completion of the Contract, the Consultant shall make available an inventory of such items and shall dispose of such equipment and materials in accordance with the Procuring and Disposing Entity's instructions. While in possession of such equipment and materials, the Consultant shall ensure the items are insured at the expense of the Procuring and Disposing Entity in an amount equal to their full replacement value.

45 Extensions of Time

- 45.1 If at any time during performance of the Contract, the Consultant or its subcontractors should encounter conditions impeding timely completion of Services pursuant to GCC Clause 13, the Consultant 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 Consultant's notice, the Procuring and Disposing Entity may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

46 Consultant's Personnel

- 46.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Consultant shall be responsible for the quality of the Personnel.
- 46.2 If required by the Contract, the Consultant shall ensure that a resident project manager, acceptable to the Procuring and Disposing Entity, takes charge of the performance of the Services.
- 46.3 The Services shall be carried out by the Personnel specified in the Contract for the period of time indicated therein. The title, job description, and estimated period of engagement of each of the Consultant's Key Personnel shall be listed in the Contract.
- 46.4 The Key Personnel and Sub-contractors listed by title/position and by name in the Contract are hereby approved by the Procuring and Disposing Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring and Disposing Entity for review and approval a copy of their biographical data. If the Procuring and Disposing Entity does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Procuring and Disposing Entity.
- 46.5 The Consultant may with the prior approval of the Procuring and Disposing Entity make minor adjustments to the periods of input for Key Personnel as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments do not cause the payments made under the contract to exceed the Contract Price.

- 46.6 Adjustments with respect to the periods of engagement of Key Personnel which shall cause the total contract payments to exceed the Contract Price shall only be made with the Procuring and Disposing Entity's written approval.
- 46.7 If additional work is required beyond the Statement of Requirements specified in the Contract, the estimated periods of engagement of Key Personnel set forth in the Contract may be increased by agreement in writing between the Procuring and Disposing Entity and the Consultant, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under the Contract to exceed the Contract Price specified in the Agreement.

47 Working Hours of the Personnel

- 47.1 Working hours and holidays for Key Personnel are set forth in the Contract. To account for travel time, foreign Personnel carrying out Services inside Uganda shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Uganda.
- 47.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave unless otherwise specified in the SCC. Except as specified in the Contract, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in the Contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

48 Replacement of Personnel

- 48.1 The Consultant shall not make changes in the Personnel without the prior written approval of the Procuring and Disposing Entity. The Consultant must on its own initiative propose a replacement in the following cases:
- a) in the event of death, illness for an extended period or in the event of accident of a member of Personnel.
 - b) if it becomes necessary to replace a member of Personnel for any other reasons beyond the Consultant's control (e.g. resignation, etc.).
- 48.2 The Procuring and Disposing Entity may request a replacement with a written and justified request if in the course of performance, it considers that a member of the Personnel does not perform its duties satisfactorily under the contract.
- 48.3 Where a member of Personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid for the replacement cannot exceed that paid for the member of Personnel who has been replaced. Where the Consultant is unable to provide a replacement with equivalent qualifications and/or experience, the Procuring and Disposing Entity may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept a replacement with lesser qualifications, provided that the fees of the latter are reduced to reflect the appropriate remuneration level.
- 48.4 Additional costs incurred in the replacement of Personnel are the responsibility of the Consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the Procuring and Disposing Entity may ask the Consultant to assign to the project temporary personnel pending the arrival of the new personnel, or to take other measures to compensate for the temporary absence of the missing personnel. The Procuring and Disposing Entity shall make no payment for the period associated with the Personnel's absence while the position is not filled.

49 Medical and Insurance arrangements

- 49.1 For the period of execution of the contract, the Consultant shall obtain medical insurance for its Personnel. The Procuring and Disposing Entity shall be under no liability in respect of the medical expenses of the Consultant.

Part 3: Section 8 Special Conditions of Contract

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 of Contract
	The Procurement Reference Number is: BOU/NCONS/24-25/00103
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2(k)	Member in Charge: The Member in Charge is: The Bidder's authorised signatory.
GCC 4.1(f)	Contract Documents: Other documents forming part of the contract are: a) Terms of Reference b) Proposal Price (Breakdown of Lump Sum) including if any; i. Breakdown of Fees. ii. Breakdown of Reimbursables. iii. Breakdown of Miscellaneous Expenses
GCC 4.4	Authorised Representatives: The Authorised Representatives are: for the Procuring and Disposing Entity: Attention: Legal Counsel Bank of Uganda Street Address: Plot 37/45 Kampala Road Floor/Room number: Level 1, Old Building Town/City: Kampala P. O. Box: 7120, Kampala Country: Uganda Telephone: 0414 258441/6 Facsimile number: _____ For the Consultant:
GCC 5.1	Law: The Contract shall be governed by the Laws of Uganda.
GCC 7.1	Notices: The addresses for Notices are: for the Procuring and Disposing Entity: Attention: Legal Counsel Bank of Uganda Street Address: Plot 37/45 Kampala Road Floor/Room number: Level 4, Old Building Town/City: Kampala P. O. Box: 7120, Kampala

Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	Country: Uganda Telephone: 0414 258441/6
GCC 8.1	Commencement: The Period within which the Services shall have commenced is 1st March 2025
GCC 17.2	Dispute settlement: The formal mechanism for dispute resolution shall be Litigation before a court of competent jurisdiction within Uganda.
GCC 18.1	Completion of the Services: The Period within which the Services shall have been completed following commencement of the Services is: three (3) years non-renewable subject to annual performance reviews.
GCC 19.5(c)	Further Assistance: The Procuring and Disposing Entity shall provide the following further assistance: N/A
GCC 20.1	Counterpart Staff: Counterpart Staff Shall not be provided
GCC 21.2	Payment currencies: Uganda Shillings
GCC 22.1	The Contract is a.: The contract has provisions for Lump Sum
GCC 24.1	Documentation for Payment: The following documentation shall be required to support invoices requesting payments: a. A copy of Contract and instructions b. Original fee note c. Copy of Judgement for concluded litigation matters d. Proof of completed assignment e. A verified tax invoice
GCC 25.1	Payment Schedule: The payment schedule shall be: As stated within the terms of reference and price schedule
GCC 26.1	Advance Payment Guarantee: An Advance Payment Guarantee shall not be required. The period of validity of the Advance Payment Guarantee shall be: N/A
GCC 27.1	Payment Period: Payment shall be made by the Procuring and Disposing Entity within 30 days of receipt and certification of the invoice accompanied by supporting documents and within 30 days in the case of the final payment.
GCC 31.5	Additional provisions: The additional provisions for Personnel time are: N/A
GCC 32.1	Price variation: The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.

Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 33.1	Taxes and duties: The Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:
GCC 34.5(c)	The Procuring and Disposing Entity's prior approval: The Procuring and Disposing Entity's prior approval is also required for: <u>Any Contract Amendments</u>
GCC 36.1	Joint Venture requirements: The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 38.3(b)	Additional activities prohibited: The following activities are prohibited: N/A
GCC 39.3	Total Liability: The total liability under the Contract shall be the total contract value.
GCC 40.1	Insurance taken out by Consultant: The risks and coverage shall be: (i) Professional Indemnity
GCC 44.1	Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows: N/A
GCC 47.2	Personnel entitlements: The Key Personnel shall be entitled to payment for: N/A

Section 9. Contract Forms

Table of Contract Forms

Agreement	85
Advance Payment Security	86

Part 3: Section 8 Special Conditions of Contract

Agreement

For Lump Sum/Time Based Contracts

This Agreement is made this..... day of the month of between of (hereinafter called the “Procuring and Disposing Entity”) and of hereinafter called the “Consultant”).

WHEREAS

- (a) the Procuring and Disposing Entity has requested the Consultant to provide certain consultancy services (hereinafter called the “Services”) as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Procuring and Disposing Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the Procuring and Disposing Entity and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring and Disposing Entity shall pay the Consultant the Contract Price of _____ 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 Contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (Authorised Representative of the Procuring and Disposing Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (Authorised Representative of the Consultant)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Part 3: Section 8 Special Conditions of Contract

[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 Advance 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 Consultant]* (hereinafter called “the Consultant”) 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 Consultant, 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 Consultant, 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 Consultant under the Contract until *[insert day and 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 Security]*

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

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

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]*