
INTER-UNIVERSITY COUNCIL FOR EAST AFRICA



Bidding Document for Supply, Delivery and Installation of Network Equipment & Accessories for IUCEA Phase II Building

Procurement Ref No: IUCEA/PROC/SUPP/2025-26/002

Procurement Method: Open Bidding

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Standard Bidding Document

Table of Contents

Part 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Section 2 – Bid Data Sheet

Section 3 – Evaluation Methodology and Criteria

Section 4 – Bidding Forms

Section 5 – Eligible Countries

Part 2 – Statement of Requirements

Section 6 – Statement of Requirements

Part 3 – Contract

Section 7 – Special Conditions of Contract

Section 8 – Contract Forms

Section 1. Instructions to Bidders

Table of Clauses

A	General	4
1.	Scope of Bid.....	4
2.	Source of Funds.....	4
3.	Corrupt Practices.....	4
4.	Eligible Bidders.....	5
5.	Eligible Goods or Services.....	6
B.	Bidding Document	7
6.	Contents of Bidding Document.....	7
7.	Clarification of Bidding Document.....	7
8.	Amendment of Bidding Document.....	8
C.	Preparation of Bids	8
9.	Cost of Bidding.....	8
10.	Language of Bid and Communications.....	8
11.	Documents Comprising the Bid.....	8
12.	Bid Submission Sheet and Price Schedules.....	9
13.	Alternative Bids.....	10
14.	Bid Prices and Discounts.....	10
15.	Currencies of Bid.....	11
16.	Documents Establishing the Eligibility of the Bidder.....	12
17.	Documents Establishing the Eligibility of Goods or Services.....	12
18.	Documents Establishing the Conformity of the Goods or Services.....	12
19.	Documents Establishing the Qualifications of the Bidder.....	12
20.	Period of Validity of Bids.....	12
21.	Bid Security.....	12
22.	Format and Signing of Bid.....	13
D	Submission and Opening of Bids	14
23.	Sealing and Marking of Bids.....	14
24.	Deadline for Submission of Bids.....	14
25.	Late Bids.....	14
26.	Withdrawal and Replacement of Bids.....	14
27.	Bid Opening.....	15
E.	Evaluation of Bids	15
28.	Confidentiality.....	15
29.	Clarification of Bids.....	16
30.	Compliance and Responsiveness of Bids.....	16
31.	Nonconformities, Errors, and Omissions.....	16
32.	Preliminary Examination of Bids – Eligibility and Administrative Compliance.....	17
33.	Detailed Commercial and Technical Evaluation.....	17
34.	Conversion to Single Currency.....	18
35.	Margin of Preference.....	18
36.	Financial Comparison of Bids.....	18
37.	Determination of Best Evaluated Bid(s).....	19
38.	Post-qualification of the Bidder.....	19
39.	IUCEA’s Right to Accept or Reject Any or All Bids.....	19
F.	Award of Contract	19
40.	Award Procedure.....	19
41.	IUCEA’s Right to Vary Quantities at Time of Award.....	19
42.	Notification of Award and Letter of Bid Acceptance.....	20
43.	Signing of Contract.....	20
44.	Performance Security.....	20

Part 1 – BIDDING PROCEDURES

Section 1. Instructions to Bidders

A General

1. Scope of Bid

- 1.1 Inter-University Council for East Africa (IUCEA) invites bids for the provision of Goods or Services as specified in Section 6, Statement of Requirements. Bids are invited for an estimated quantity of Goods or Services as specified in Section 6, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the Bid Data Sheet (BDS). The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means working day.

2. Source of Funds

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

3. Corrupt Practices

- 3.1 IUCEA requires all bidders and providers to observe the highest standards of ethics during procurement and the execution of contracts. In this regard, IUCEA
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) *“corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and*
 - (ii) *“fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IUCEA, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non competitive levels and to deprive the IUCEA of the benefits of free and open competition;*
 - (b) will reject a recommendation for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;

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- (c) will suspend a Provider from engaging in any procurement proceedings for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a public contract in any of the Partner States.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.
 - 3.3 In pursuit of the policy defined in Sub-Clause 3.1, IUCEA may terminate a contract for Goods or Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of IUCEA or of a Bidder or Provider during the procurement or the execution of that contract, without IUCEA having taken timely and appropriate action to remedy the situation.
 - 3.4 In pursuit of the policy defined in Sub-clause 3.1, IUCEA requires representatives of both the IUCEA and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct in Procurement is available at IUCEA and Bidders are required to indicate their acceptance of this Code through the declarations in the Bid Submission Sheet.
 - 3.5 Any communications between a Bidder and IUCEA related to matters of alleged fraud or corruption must be made in writing and addressed to the Executive Secretary of IUCEA.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
 - (a) the bidder has the legal capacity to enter into a contract;
 - (b) the bidder is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the bidder's business activities have not been suspended in any of the Partner States;
 - (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions in the respective Partner State.
- 4.2 A Bidder may be a natural person, private entity, and government-owned entity, subject to ITB Sub-Clause 4.6, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 4.3 A Bidder, and all parties constituting the Bidder including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible

Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of IUCEA regarding this bidding process; or
 - (e) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or
 - (f) participated as a contractor or consultant in the preparation of the design or technical specifications of the Goods or services that are the subject of the bid.
- 4.5 A firm that is under a declaration of suspension by any of the public procurement regulatory authorities in any one of the Partner States in accordance with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to IUCEA, as IUCEA shall reasonably request.

5. Eligible Goods or Services

- 5.1 All Goods or Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as services incidental to the provision of such Goods where the value of such services does not exceed the value of the Goods.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

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- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the **East African region/Partner States**, the Goods indicated in its bid.

B. Bidding Document

6. Contents of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

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

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

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact IUCEA in writing at IUCEA's address indicated in the BDS. IUCEA will respond in writing to any request for clarification, provided that such request is received no later than the number of days prior to the deadline for submission of bids indicated in the BDS. IUCEA shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should IUCEA deem it necessary to

amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

- 7.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, IUCEA may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from IUCEA.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, IUCEA may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid and Communications

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

11. Documents Comprising the Bid

- 11.1 The bid shall comprise the following:
- (a) the Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) a Bid Security, in accordance with ITB Clause 21;
 - (c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17 establishing that the Goods or Services to be supplied by the Bidder are of eligible origin;

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- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods or Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document(s) required in the BDS.

12. Bid Submission Sheet and Price Schedules

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

- (a) the reference of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Goods or Services offered;
- (c) the total bid price, based on the estimated quantities specified in Section 6, Statement of Requirements;
- (d) any discounts offered and the methodology for their application;
- (e) the period of validity of the bid ;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration of nationality of the Bidder;
- (h) a commitment to adhere to the Code of Ethical Conduct in Procurement;
- (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;
- (j) confirmation that the Bidder has not been suspended by the Authority;
- (k) a declaration on gratuities and commissions; and
- (l) an authorised signature.

12.2 The Bidder shall submit the Price Schedule for Goods or Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

- (a) the item number;
 - (b) a brief description of the Goods or Services to be supplied;
 - (c) their country of origin and percentage of Ugandan content;
 - (d) the quantity, which shall be the estimated quantity specified in Section 6, Statement of Requirements;
 - (e) the unit prices;
 - (f) customs duties and all taxes paid or payable in any of the Partner States;
- (NB. IUCEA is tax exempt).

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- (g) the total price per item;
 - (h) subtotals and totals per Price Schedule; and
 - (i) an authorised signature.

13. Alternative Bids

- 13.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.
- 13.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -
 - (a) meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
 - (b) be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
 - (c) clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.
- 13.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.
- 13.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security, if so required. Such bids shall be labelled “Main Bid” and “Alternative Bid”.
- 13.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Statement of Requirements.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. Items not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3.
- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the bid, based on the estimated quantities specified, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d) and ITB Sub-Clause 14.8 respectively.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

14.6 Prices quoted on the Price Schedule for Goods or Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by IUCEA. This shall not in any way limit IUCEA's right to contract on any of the terms offered:

(a) for Goods;

(i) the price of the Goods, quoted CIP or other Incoterm as specified in the BDS;

(ii) all custom duties, sales tax, and other taxes applicable in any of the Partner States, paid or payable, on the Goods or on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

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

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in US dollars unless otherwise specified in the BDS.

15.2 Alternatively, the IUCEA may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to IUCEA's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by IUCEA to express its offer in the currency required by IUCEA. The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34, and shall not precede the bid submission deadline by less than twenty (20) days.

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Eligibility of Goods or Services

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

18. Documents Establishing the Conformity of the Goods or Services

- 18.1 To establish the conformity of the Goods or Services to the Bidding Documents, the Bidder shall provide as part of its bid the documentary evidence specified in Section 6, Statement of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods or Services, demonstrating substantial responsiveness of the Goods or Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by IUCEA in the Statement of Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to IUCEA's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.

19. Documents Establishing the Qualifications of the Bidder

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

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period specified in the BDS after the date of the bid submission deadline prescribed by IUCEA. A bid valid for a shorter period shall be rejected by IUCEA as non-compliant.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, IUCEA may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Security in original form and in the amount and currency specified in the BDS.

21.2 The Bid Security shall be ,in any of the following form:

- (a) Bank guarantee;
- (b) or as indicated in the BDS,

from a reputable source from an eligible country. The Bid Security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for thirty days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

21.3 Any bid not accompanied by a substantially responsive Bid Security, if one is required in accordance with ITB Sub-Clause 21.1 shall be rejected by IUCEA as non-compliant.

21.4 The Bid Security of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided any required Performance Security.

21.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;*
 - (ii) furnish any Performance Security in accordance with ITB Clause 44; or*
 - (iii) accept the correction of its bid price pursuant to ITB Sub-Clause 31.5.*

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialled by the person signing the bid.

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

D Submission and Opening of Bids

23 Sealing and Marking of Bids

- 23.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to ES of IUCEA in accordance with ITB Sub-Clause 24.1;
 - (c) bear the Procurement Reference number of this bidding process; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, IUCEA will assume no responsibility for the misplacement or premature opening of the bid.

24 Deadline for Submission of Bids

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

25 Late Bids

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

26. Withdrawal and Replacement of Bids

- 26.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice to ES of IUCEA, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 22.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “REPLACEMENT,” and
 - (b) received by the IUCEA prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

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- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidder.
 - 26.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
 - 26.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

27. Bid Opening

- 27.1 IUCEA shall conduct the bid opening in the presence of Bidders' designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

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

Only envelopes that are opened and read out at the bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the bid price, per lot where applicable, including any discounts; the presence of a Bid Security, if required; and any other details that IUCEA may consider appropriate. Only discounts and alternative offers read out at the bid opening shall be considered for evaluation. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 IUCEA shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal and/or replacement; the bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders and displayed on IUCEA website within one working day from the date of the bid opening.

E. Evaluation of Bids

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders.

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- 28.2 Any effort by a Bidder to influence IUCEA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact IUCEA on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

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

30. Compliance and Responsiveness of Bids

- 30.1 IUCEA's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods or Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Document, IUCEA's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant and responsive bids.
- 30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by IUCEA and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

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

conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other Bids submitted.

31.4 Provided that the bid is substantially compliant and responsive, IUCEA 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 IUCEA there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited.

32. Preliminary Examination of Bids – Eligibility and Administrative Compliance

32.1 IUCEA shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Goods or services in accordance with ITB Clauses 4 and 5.

32.2 If after the examination of eligibility, IUCEA determines that the Bidder's Goods or Services are not eligible, it shall reject the bid.

32.3 IUCEA shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.4 IUCEA shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) the Bid Submission Sheet, including:
 - (i) a brief description of the Goods offered;*
 - (ii) the price of the bid; and*
 - (iii) the period of validity of the bid;*
- (b) the Price Schedule;
- (c) written confirmation of authorisation to commit the Bidder; and
- (d) a Bid Security, if applicable.

33. Detailed Commercial and Technical Evaluation

33.1 IUCEA shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

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- 33.2 If, after the examination of the terms and conditions, IUCEA determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33.3 IUCEA shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section 6, Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.
- 33.4 If, after the technical evaluation, IUCEA determines that the bid is not substantially compliant in accordance with ITB Clause 30, it shall reject the bid.

34 Conversion to Single Currency.

34.1

35. Margin of Preference

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

36. Financial Comparison of Bids

- 36.1 IUCEA shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 36.2 To financially evaluate a bid, IUCEA shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 36.3 IUCEA's financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods or Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section 3, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated of Section 3, Evaluation Methodology and Criteria.
- 36.4 To financially compare bids, IUCEA shall:
- (a) determine the bid price, taking into account the costs listed of Section 3, Evaluation Methodology and Criteria;
 - (b) correct any arithmetic errors in accordance with ITB Sub-Clause 31.4;
 - (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 12.1(d);
 - (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 31.3;
 - (e) apply any non-cost factors in accordance with ITB Sub-Clause 36.3;
 - (f) convert all bids to a single currency in accordance with ITB Clause 34;
 - (g) apply any margin of preference in accordance with ITB Clause 35;

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- (h) determine the total evaluated price of each bid.

37. Determination of Best Evaluated Bid(s)

- 37.1 IUCEA shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

38. Post-qualification of the Bidder

- 38.1 IUCEA shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualification.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event IUCEA shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

39. IUCEA's Right to Accept or Reject Any or All Bids

- 39.1 IUCEA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Procedure

- 40.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder, place such Notice on public display for a prescribed period and copy the Notice to all Bidders prior to proceeding with contract award.
- 40.2 IUCEA shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40.3 The Contract shall be a Framework Contract and shall not be obliged to purchase the quantities specified, with the exception of any contract value specified as a minimum. Goods or Services shall be purchased through call-off orders, in accordance with the Contract.

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

- 41.1 At the time the Contract is awarded, IUCEA reserves the right to increase or decrease the estimated quantity or minimum value of Goods or Services originally specified in Section 6, Statement of Requirements, provided this does not exceed the

percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.

42. Notification of Award and Letter of Bid Acceptance

- 42.1 Prior to the expiration of the period of bid validity, IUCEA shall notify the successful Bidder, in writing, that its bid has been accepted by issue of a Letter of Bid Acceptance.
- 42.2 Until a formal contract is prepared and executed, the Letter of Bid Acceptance shall constitute a binding Contract.

43. Signing of Contract

- 43.1 Promptly after notification of contract award by the issue of a Letter of Bid Acceptance, IUCEA shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to IUCEA.

44. Performance Security

- 44.1 Within thirty (30) days of the receipt of the Letter of Bid Acceptance from IUCEA, the successful Bidder shall furnish any Performance Security required in accordance with the GCC, using for that purpose the Performance Security Form included in Section 8, Contract Forms, or another form acceptable to IUCEA.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the contract award and forfeiture of the Bid Security. In that event, IUCEA may award the Contract to the next best evaluated Bidder who is determined by IUCEA to be qualified to perform the Contract satisfactorily.

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring and Disposal Entity is: Inter-University Council for East Africa (IUCEA) .
ITB 1.1	The subject of procurement is: Supply, delivery and installation of Network Equipment and accessories for IUCEA Phase II building
ITB 1.1	The Reference number of the Bidding Document is: IUCEA/PROC/SUPP/2025-26/002
ITB 1.1	The number and identification of lots comprising this Bidding Document is one lot
ITB 5.5	<p>The Bidder shall demonstrate that it has been duly authorised by the Manufacturer as detailed herein</p> <p>Manufacturer Authorization</p> <ul style="list-style-type: none"> • The provider must be an accredited vendor authorized to provide the required service. Manufacturer authorization or reseller rights authorization MUST be provided as proof • (Attach a Valid MAF letter) <p>Compliances</p> <ul style="list-style-type: none"> • The provider must have Quality management systems ISO 9001:2015 (Attach a Valid Certificate) • The provider must have information security management systems (ISMS) ISO 27001(Attach a Valid Certificate) • The provider must have at-least NITA-U Level 2 Certificate. (Attach a Valid Certificate) • Must be ISO 14001:215 (Environmental Management System) certified. Attach valid certificate as proof <p>where applicable in its bid by submitting the Manufacturers Authorisation Form in Section 4 Bidding Forms where applicable.</p>
B. Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Procurement and Disposal Entity’s address is:</p> <p>Attention: Executive Secretary Inter-University Council for East Africa</p> <p>Street Address: Plot M833</p> <p>Floor number: Kigobe Road- Kyambogo,</p> <p>City: Kampala</p> <p>Postal Code/ PO Box 7110 Kampala</p>

Instructions to Bidders Reference	Data relevant to the ITB
	Country: Uganda Telephone: +256-773181662 Email address: exsec@iucea.org
ITB 7.1	IUCEA will respond to any request for clarification provided that such request is received no later than Ten (10) days prior to the deadline for submission of Bids.
ITB 7.2 (i)	Pre-bid meeting shall be required
ITB: 7.2 (ii)	The venue of pre-bid meeting: IUCEA HQ building/Phase II site
ITB:7.3	Date & Time of pre-bid meeting: Tuesday 20th January 2026 at 11:00Hr
C. Preparation of Bids	
ITB 10.1	The medium of communications shall be in writing .
ITB 10.2	The language for the bid is English .
ITB 11.1(h)	The Bidder shall submit with its bid the following additional documents: The provider must have supplied and implemented at least three (3) projects of similar scope.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: “Incoterms 2020”
ITB 14.6(a)(i)	For Goods, the Bidder shall quote prices using the following Incoterms: Delivery Duty Paid (DPP)
ITB 14.7	The prices quoted by the Bidder shall be Fixed
ITB 15.1	Bid prices shall be quoted in United States Dollar
ITB 20.1	The bid validity period shall be One Hundred Twenty (120) working days after the date of bid submission and opening.
ITB 21.1	A Bid Security shall be required. The amount and currency of the Bid Security shall be 1% of the bidder’s bid price and in USD currency. The bid security shall be a bank guarantee from Bank regulated by Central Bank of the bidder’s country.
ITB 21.2 (d)	Other types of acceptable securities are: Not Applicable.
ITB 22.1	In addition to the original of the Bid, the number of copies required is: Five (05) copies

Instructions to Bidders Reference	Data relevant to the ITB
ITB 22.2	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: Submission of a registered/notarised Power of Attorney Endorsed by the Registrar of Documents.
D. Submission and Opening of Bids	
ITB 24.1	<p>For bid submission purposes only, IUCEA's address is:</p> <p>Attention: Executive Secretary Inter-University Council for East Africa</p> <p>Street Address: Plot M833 Kigobe Road-Kyambogo</p> <p>Floor/Room number: Ground floor, Reception</p> <p>City: Kampala</p> <p>Country: Uganda</p> <p>Telephone: +256-414 256251/2</p> <p>Email address: info@iucea.org</p> <p>The deadline for bid submission is: Date: Tuesday 3rd February 2026 Time is 10:00 Hrs (East Africa time)</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Inter-University Council for East Africa</p> <p>Street Address: Plot M833 Kigobe Road-Kyambogo</p> <p>Floor/Room number: First Floor, Boardroom, IUCEA Building</p> <p>City: Kampala</p> <p>Country: Uganda</p> <p>Date: Tuesday 3rd February 2026 Time is 10:30 Hrs (East Africa time)</p>
E. Evaluation of Bids	
ITB 34.1	<p>The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Not Applicable</p> <p>The source of exchange rate shall be: Not Applicable</p> <p>The date for the exchange rate shall be: Not Applicable</p>

Instructions to Bidders Reference	Data relevant to the ITB
ITB 35.1	A margin of preference shall not apply .
F. Award of Contract	
ITB 41.1	The percentage by which the estimated quantity or minimum value may be increased or reduced is: 20%

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: IUCEA/PROC/SUPP/2024-25/002

A Evaluation Methodology

1 Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be according to the type of procurement namely; Technical Compliance Selection for Goods and Non-Consultancy Services and Quality and Cost Based Selection for Consultancy Services.

2 Summary of Methodology

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- 2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
 - 2.2 The Quality and Cost Based Selection methodology recommends the highest scoring bid, which is eligible and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
 - 2.3 The evaluation shall be conducted in three sequential stages –
 - (a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
 - (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and
 - (c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.
 - 2.4 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3 Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for:-
 - (a) Eligible Bidders in accordance with ITB Clause 4; and
 - (b) Eligible Goods or Services in accordance with ITB Clause 5.
- 3.2 The documentation required to provide evidence of eligibility shall be:-
 - (a) a copy of the Bidder's **Valid Trading licence of 2025**
 - (b) a copy of the Bidder's **Certificate of Registration or Incorporation required**
 - (c) a copy of the Bidder's **Valid Income Tax Clearance Certificate/ Original Transaction Tax Clearance Certificate addressed to Inter-University Council for East Africa;**
 - (d) a copy of the Bidders **VAT Registration shall not be required.**
 - (e) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;
 - (f) a declaration in the Bid Submission Sheet of nationality of the Bidder;
 - (g) a completed Price Schedule. This should contain the declaration of the origin of the Goods for Goods;
 - (h) a statement in the Bid Submission Sheet that the Bidder has no conflict of interest;
 - (i) a declaration in the Bid Submission Sheet that the Bidder is not under suspension by any of the public procurement regulatory authority in any of the Partner States.

J) Financial capacity of the bidder.

i)The bidder shall be required to have a minimum annual turnover of at least USD:200,000 for the past three years or equivalent in the

bidder's local currency. Bidders are required to submit audited financial statement/books of accounts for the financial years 2022/23, 2023/24 and 2024/25 of years ending June 2023, June 2024 and June 2025.

K) Manufacturer Authorization

- The provider must be an accredited vendor authorized to provide the required service. **Manufacturer authorization or reseller rights authorization MUST be provided as proof**
- (Attach a Valid MAF letter)

L) Compliances

- The provider must have Quality management systems ISO 9001:2015 (Attach a Valid Certificate)
- The provider must have information security management systems (ISMS) ISO 27001(Attach a Valid Certificate)
- The provider must have at-least NITA-U Level 2 Certificate. (Attach a Valid Certificate)
- Must be ISO 14001:215 (Environmental Management System) certified. Attach valid certificate as proof

4 Administrative Compliance Criteria

- 4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.
- a. Validity of Bid submitted in accordance with Bid Data Sheet;
 - b. **Power of Attorney endorsed by the Registrar of Documents.**

C Detailed Evaluation Criteria

5. Commercial Criteria

- 5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 33. The criteria shall be:
- (a) acceptance of the conditions of the proposed contract;
 - (b) acceptable response
 - (c) acceptable delivery schedule.

6 Technical Criteria

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- 6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.3.
- 6.2 The Statement of Requirements details the minimum technical requirements. The bidder must meet the minimum specifications required. Responsiveness will be determined by comparison of the specification offered by the bidder to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis, failure to meet the minimum specifications shall render the bid non responsive.

7. Costs to be included in Bid Price

- 7.1 The financial comparison shall be conducted in accordance with ITB Clause 36. The costs to be included in the bid price bid are:
- (a) for Goods; the unit and total delivered price based on the delivery terms requested and the estimated quantity specified. The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
 - (b) for services, fees; reimbursables and miscellaneous costs, for each activity. The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.
 - (c) taxes, duties and levies;

8 Non-cost Factors to be included in Evaluated Price:

- 8.1 The non-cost factors to be included in the evaluated price are: **Not Applicable**

9 Margin of Preference: Not applicable

10 Determination of Best Evaluated Bid or Bids

- 10.1 (a) for Goods; the bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.
- 10.2 Notwithstanding paragraph 10.1, if this Bidding Document allows Bidders to quote different prices for single lot and for the award to a single Bidder of multiple lots, the IUCEA shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

E Post-qualification Criteria

IUCEA may carry out post-qualification to ascertain information provided in the bid where it finds it necessary and it can cause a basis of disqualification where it is proved beyond reasonable doubt that a bidder provided false information at the time of bidding.

Section 4. Bidding Forms

Table of Forms

Bid Submission Sheet	29
Price Schedule for Goods or Services	31
Bid Security.....	32
Manufacturer’s Authorisation	33

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

Bid Submission Sheet

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

Procurement Reference No: **IUCEA/PROC/SUPP/2025-26/002**

To: ***Inter-University Council for East Africa***

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *(insert the number and issue date of each Addenda)*;
- (b) We offer to conform with the Bidding Document and in accordance with the response times specified in the Statement of Requirements, Bills of Quantities or Terms of Reference the following Goods or Services under a framework contract arrangement *(insert a brief description of the Goods or Services. Amend wording and attach relevant details if alternative response times are is proposed)*;
- (c) We understand that any resulting contract will be a framework contract, with estimated quantities, and that you will not be bound to purchase any Goods or Services with the exception of any guaranteed minimum value;
- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is: *(insert the total bid price in words and figures, indicating the various amounts and the respective currencies)*;
- (e) The discounts offered and the methodologies for their application are:
Unconditional discounts. If our bid is accepted, the following discounts shall apply. *(Specify in detail each discount offered (eg amount/percentage) and the specific item of the Statement of Requirements to which it applies.)*
Methodology of application of the unconditional discounts. The discounts shall be applied using the following method: *(Specify precisely the method that shall be used to apply the discounts)*;
Conditional discounts. If our bids for more than one lot are accepted, the following discounts shall apply. *(Specify precisely each discount offered (eg amount/percentage) and the conditions of the discount.)*
Methodology of application of the conditional discounts. The discounts shall be applied using the following method: *(Specify in detail the method that shall be used to apply the discounts)*;
- (f) Our bid shall be valid for a period of *(specify the number of calendar days)* calendar days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1
- (h) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the amount of *(insert amount and currency in words and figures of the performance security)* for the due performance of the Contract;

- (i) We, including any subcontractors or Providers for any part of the contract, have nationals from the following eligible countries (*insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a Joint Venture consortium or association, and the nationality of each subcontractor*);
- (j) We undertake to abide by the Code of Ethical Conduct in Procurement during the procurement process and the execution of any resulting contract;
- (k) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (l) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for IUCEA;
- (m) We, our affiliates or subsidiaries, including any subcontractors or Providers for any part of the contract, have not been suspended by any of the public procurement regulatory authority in any of the Partner States.
- (n) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: (*insert complete name of each Recipient, their full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."*))

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

- (l) We understand that this bid, together with your written acceptance thereof included in your Letter of Bid Acceptance, shall not constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Signed: (*signature of person whose name and capacity are shown below*)

Name: (*insert complete name of person signing the bid*)

In the capacity of (*insert legal capacity of person signing the bid*).

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

Dated on _____ day of _____, _____ (*insert date of signing*)

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

Price Schedule for Goods or Services: Bidders shall use Bill of quantities provided

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

Procurement Reference No: IUCEA/PROC/SUPP/2025-26/002

Name of Bidder: (Insert the name of the Bidder)

1	2	3	4	5	6	7	8
Item No.	Goods or Services	Country of origin	Percent of East African origin ¹	Estimated Quantity (No. of units)	Unit price ²	Import Duties, Sales and other taxes per unit ²	Total Price
<i>(insert number of item corresponding to Statement of Requirements)</i>	<i>(insert brief description name of Goods or Services)</i>	<i>(insert country of origin of the item)</i>	<i>(if the margin of preference applies, insert percentage of East African origin for this item)</i>	<i>(insert estimated number of units of this item to be purchased)</i>	<i>(insert the unit price of this item, including delivery in accordance with the delivery terms (Incoterms) stated, but excluding all import duties and taxes, paid or payable (if applicable))</i>	<i>(insert all import duties, taxes paid or payable in East Africa/Uganda on this item)</i>	<i>(insert the total price for this item, which should equate to columns 5x(6+7))</i>

Signed: (signature of person whose name and capacity are shown below)

Name: (insert complete name of person signing the bid)

In the capacity of (insert legal capacity of person signing the bid)

Duly authorised to sign the bid for and on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____, _____ (insert date of signing)

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

¹ In accordance with margin of preference ITB Clause 35, if applicable

² In accordance with ITB Clauses 14 and 15

Bid Security:

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

Procurement Reference No: **IUCEA/PROC/SUPP/2025-26/002**

To: ***Inter-University Council for East Africa***

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

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its bid by IUCEA, during the period of bid validity, fails or refuses to:
 - (a) sign the Contract in accordance with ITB Clause 43; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
 - (c) accept the correction of its bid by IUCEA, pursuant to ITB Clause 31;we undertake to pay IUCEA up to the above amount upon receipt of its first written demand, without IUCEA having to substantiate its demand, provided that in its demand IUCEA states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.
3. This security shall remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

Signed: (*insert signature of person whose name and capacity are shown below*)

Name: (*insert complete name of person signing the Security*) In the capacity of (*insert legal capacity of person signing the Security*) Duly authorised to sign the Security for and on behalf of: (*insert complete name of the Financial Institution*)

Dated on _____ day of _____, _____ (*insert date of signing*)

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

Manufacturer's Authorisation may be applicable for some items

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

Procurement Reference No: **IUCEA/PROC/SUPP/2025-26/002**

To: ***Inter-University Council for East Africa***

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Bids.

Signed: *(signature of person whose name and capacity are shown below)*

Name: *(insert complete name of person signing the Manufacturer's Authorisation)*

In the capacity of *(insert legal capacity of person signing the Manufacturer's Authorisation)*

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

Dated on _____ day of _____, _____ *(insert date of signing)*

Section 5. Eligible Countries

Procurement Reference Number: IUCEA/PROC/SUPP/2025-26/002

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, IUCEA prohibits commercial relations with that country, provided that IUCEA is satisfied that such exclusion does not preclude effective competition for the provision of Goods or 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, IUCEA prohibits any import of Goods or Services from that country or any payments to persons or entities in that country.

PART 2 - STATEMENT OF REQUIREMENTS

Section 6. Statement of Requirements

Contents

1.	List of Goods or Services.....	36
2.	Delivery and Completion Schedule	37
3.	Specifications and Compliance Sheet.....	38
4.	Drawings: Not Applicable	61
5.	Inspections and Tests.....	63

1. List of Goods

Procurement Reference Number: **IUCEA/PROC/SUPP/2025-26/002**

The details of consolidated furniture, fittings, equipment and accessories requirements are contained in the blank bill of quantities and specifications attached which will be purchased under the contract. Goods will be purchased in accordance with the contract.

s/n	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1.	Supply, delivery and installation of network equipment and accessories for IUCEA Phase II building	As detailed in specifications and compliance sheet	Pcs

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

2. Delivery and Completion Schedule

Procurement Reference Number: **IUCEA/PROC/SUPP/2025-26/002**

The response time shall commence from the date of signing the contract. The Provider shall meet the response times upon signing of the contract, subject to the limitations in the contract.

Item number	Brief Description of Goods or Services	Response Time (days/wks/mts)	Delivery Point/ Site
1	Supply, delivery and installation of network equipment and accessories for IUCEA Phase II building	4-6weeks	IUCEA Phase II building

3. Specifications and Compliance Sheet

Procurement Reference Number: **IUCEA/PROC/SUPP/2025-26/002**

Column b states the minimum technical specifications of the item(s) required by IUCEA.

TECHNICAL SPECIFICATIONS AND COMPLIANCE SHEET FOR NETWORK EQUIPMENT AND ACCESSORIES FOR IUCEA PHASE II BUILDING

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
1	Firewall for HQ Office Data Centre and DR Site and DR Site QTY =2			
	NGFW Technical Requirements			
1	Key Functional Specifications	1.0.1	The proposed Firewall Must be able to operate in "bridge mode" or "transparent mode" apart from the standard NAT/Routed mode	
		1.0.2	The Firewall must provide NAT functionality, including source, destination, static NAT, destination NAT, PAT, NAPT	
		1.0.3	The Firewall must support external RADIUS, LDAP, SAML and TACACS+ integration for User and Administrator Authentication use-cases	
		1.0.4	The Firewall must support both local and/or remote	

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		authentication at the policy level		
	1.0.6	The Firewall must support Zero Trust Network Access (ZTNA) framework for granting granular access to applications hosted in the data center		
	1.0.7	The Firewall must support advanced routing capabilities including Static routing, Internal Gateway (iBGP, OSPF v2/v3 , RIP v2), External Gateway(eBGP), BGP confederation, router reflectors, VRF, route redistribution, route leaking, summarization and route-aggregation, route asymmetry		
	1.0.8	The Firewall must support flexible High Availability deployments including VRRP, Active/Active, Active/Passive and Clustering		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		1.0.9 The Firewall must support failover triggered by different factors including interface/link failure, high memory utilization, power loss or disk failure		
		1.10 The Firewall must support stateful failover for both Firewall and VPN sessions.		
		1.11 The Firewall must support DNS over TLS (DoT) and DNS over HTTPS (DoH) for secure DNS tunneling		
		1.12 The Firewall must support port mirroring and packet capture capabilities for advanced troubleshooting		
		1.13 The Firewall must support Web UI (HTTP/HTTPS) and CLI (Telnet / SSH) based Management		
		1.14 The Firewall must support a customizable password policy enforcement with various settings such as character type, password reuse,		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		minimum length etc		
		1.15 The Firewall must support APIs for flexible administration and orchestration		
		1.16 The Firewall must support both public and private SDN platform integrations for flexible policy deployment, East-West traffic inspection and automated response capabilities		
		1.17 The Firewall must support Cisco ACI integration		
		1.18 The Firewall must support SNMP v1/v2c and v3 c		
		1.19 The Firewall must support automation functionalities to triggers including syslog triggers, email notifications, quarantine, backup configuration, IP Ban, webhook notifications etc		
		2.0.1 The Firewall must support flexible role-		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		based administration		
	2.0.2	The Firewall must provide a means for exporting the firewall rules set and configuration to a text file via Web or TFTP		
	2.0.3	The Firewall must support for Image upgrade via FTP, TFTP and WebUI		
	2.0.4	The Firewall must support system software rollback to the previous version after upgrade		
	2.0.5	The solution must support full ZTNA Application gateway functionality without depending on an cloud-based application gateway		
	2.0.6	The Firewall must be listed as a leader in the Gartner Magic Qudrant for Enterprise Firewalls		
	2.0.7	The supplier must avail a public security effectiveness test from a reputable validator of the proposed firewall conducted in the		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		past two years. Paid to test reports will not be accepted		
3	Firewall Security Features	3.0.1 The Firewall must support flexible policy configurations to accept or deny traffic through the firewall		
		3.0.2 The Firewall must support an inbuilt Intrusion Prevention System (IPS) engine that supports over 14,500 active signatures		
		3.0.3 The Firewall must support an inbuilt Intrusion Prevention System (IPS) engine that supports different actions including allow, block, monitor, reset, quarantine amongst others		
		3.0.4 The Firewall must support an inbuilt Intrusion Prevention System (IPS) engine that supports different filter attributes including Application, Severity, Target, Protocol, OS etc		
		3.0.5 The Firewall must support an inbuilt Intrusion		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		Prevention System (IPS) engine that allows the creation of custom IPS signatures		
		3.0.6 The Firewall must use various scan levels to detect and block malicious CnC traffic		
		3.0.7 The Firewall must support an inbuilt Advanced Malware Protection engine that can mitigate zero-day threats		
		3.0.9 The Firewall must support an inbuilt Advanced Malware Protection engine that supports various actions in response to malicious files including block, monitor, quarantine, CDR etc		
		3.10 The Firewall must support an inbuilt Advanced Malware Protection engine that supports the use of external threat feeds		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		3.12 The firewall must support inline AI sandboxing capabilities to mitigate against zero-day threats within a short containment time		
		3.13 The Firewall must support an inbuilt Application Control engine with over 5,000 application signatures organized in simplified categories		
		3.14 The Firewall must support an inbuilt DNS Inspection engine to block DNS requests to CnCs		
		3.15 The Firewall must support Deep SSL Inspection capabilities with the ability to inspect TLS 1.3		
4	Network & Access Security	4.0.1 Must support per session traffic steering		
		4.0.2 Must support bandwidth aggregation using per packet load balancing		
		4.0.3 Must support user defined SD-WAN SLAs		
		4.0.4 Must support user or user		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
		group identity based steering		
	4.0.5	Must support the creation of custom application signatures		
	4.0.6	Must support first-packet identification for fast application awareness		
	4.0.7	Must support WAN path remediation with Forward Error Correction (FEC)		
	4.0.8	Must support SaaS application traffic optimization		
	4.0.9	Must support branch to branch dynamic tunnel creation for on-demand traffic like VoIP traffic		
	4.0.10	Must support direct internet break-out for critical application access without compromising security		

Item No	Technical Specification Required	Compliance of Specification Offered	Technical Literature on Specification offered in Column C
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			by the bidder
a	b	c	d
	Firewall Tech Requirements		
1	Model/Brand	Known brand/Model (with specific model of the vendor)	
2	Firewall License	The firewall policies must be functional and accessible with or without a security license	
3	Threat Protection Throughput (IMIX)	≥ 2.2 Gbps	
4	Maximum Concurrent Connections	≥ 3,000,000	
5	New Sessions/Second (TCP)	124,000	
6	Interfaces & Slots	A minimum of 8 x GE RJ45 ports	
		A minimum of 2 x 10GE RJ45/SFP+ shared media WAN ports	
7	Firewall Throughput	≥ 2.5 Gbps	
8	IPS Throughput	≥ 4.5 Gbps	
9	Application Control Throughput (HTTP 64K)	≥ 6.7 Gbps	
10	SSL-VPN Throughput	≥ 1.4 Gbps	
11	IPsec VPN Throughput (512 byte)	≥ 25 Gbps	
12	Integrated Interface	Must support Bluetooth Low Energy (BLE)	
13	Integrated Console Port	Yes	

14	Protocols	IPv4, IPv6, static routes, Routing Information Protocol Versions 1 and 2 (RIP and RIPv2), Open Shortest Path First (OSPF), Border Gateway Protocol (BGP), BGP SD-WAN appliance Reflector, Intermediate System-to-Intermediate System (IS-IS), Multicast Internet Group Management Protocol Version 3 (IGMPv3), Protocol Independent Multicast sparse mode (PIM SM), IKE, ACL, DHCP, DNS, RADIUS, SAML, TACACS, Layer 2 and Layer 3 VPN, IPSec, Bidirectional Forwarding Detection (BFD)		
	Encapsulations	Generic routing encapsulation (GRE), Ethernet, 802.1q VLAN, Point-to-Point Protocol (PPP)		
	Software and license requirement	Must be supplied with 3 Years Web Filtering, Advanced Malware Protection, AI/ML Sandbox, DNS Security, Application Control, DLP, IoT		

		Security & Compliance security license		
15	Switch Controller	Must support at least 24 managed switches		
16	Access Point Controller	Maximum Number of WiFi APs (Total / Tunnel Mode)		
17	Wireless Interface	Must support Dual Radio (2.4 GHz/ 5 GHz), 802.11 a/b/g/n/ac/ax		
18	CAPWAP Throughput (HTTP 64K)	Must support at least 23.6 Gbps of CAPWAP Throughput		
19	Physical characteristics	The SD-WAN appliance must be supplied with a rack-mounting tray where necessary		
20	Warranty/Support & Licensing	3-year license & support contract with the vendor		

Item No	Technical Specification Required		Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b		c	d
	Firewall Central Management QTY =1			
1	Centralized Management & SOC Automation	1.0.1 The solution must support granular Role-Based Access for administrators to control and manage the deployed Firewalls		

		1.0.2	The solution should have simplified orchestration for provisioning, automation to control and to push configuration for all the devices.		
		1.0.3	The solution should come with a web-based administration interface and GUI. Most of the Firewall configurations and orchestrations should be applied via the GUI interface.		
		1.0.4	The central management and logging solution must be supplied in high availability		
		1.0.5	The solution should be able to perform time synchronization with NTP server		
		1.0.6	The solution must allow each administrator to customize the GUI based on their own preference		
		1.0.7	The appliance must be able to integrate with Network Configuration and Change Management tools and Service Desk.		
		1.0.8	The appliance must support SNMP V2 and V3 to monitor the system Health (CPU, Memory utilization, Ethernet port, Bandwidth)		
		1.0.9	The Firewalls must be configured to receive policy changes only from the proposed central		

			management appliances to be set up at Datacenters and not from any other devices.		
		1.0.10	The appliance must be capable to send Email alerts on meeting or exceeding the user defined threshold		
		1.0.11	The Solution must support flexible Hierarchical group management, including for group-based configuration changes and software updates. Appliances may be grouped according to a hierarchical structure that affords easy management of hundreds of appliances		
		1.0.12	End to end real time flow visualization for the application paths for identifying issues and taking corrective action.		
		1.0.13	The solution must provide a central management platform to support firewall security, future SD-WAN and future SD-Branch requirements		
		1.0.14	The solution must be supplied as virtual machines and licensed to support at least 10 managed firewalls. The VM must provide scalability to support hundreds of managed firewalls with additional licenses		

		1.0.15	The solution must support integrated logging, and tighter integration & correlation of events & policies		
		1.0.16	The solution must store historical traffic and security event information to assist with troubleshooting and security visibility and correlation		
		1.0.17	The solution must be able to generate report for:		
			Application Risk and Control		
			PCI-DSS reports		
			Analyzed Threats		
			Incidents		
		1.0.18	The solution must provide automated, real-time event alert mechanism.		
		1.0.19	The solution must be able to generate system events/log for events that have taken place in the system such as login, changes to configuration and system related errors or warnings.		
		1.0.20	The solution must have GUI and an inbuilt report generation mechanism.		
		1.0.21	The solution must support an inbuilt visibility dashboard for IoT devices including newly discovered IoT devices, total number of IoT devices, IoT devices by vendor, vulnerability state of the IoT devices with severity		

		1.0.22	Data retention period of minimum 3 months should be ensured.		
		1.0.23	The solution must provide an option for scheduling reports.		
		1.0.24	All reports must be exportable in CSV format/PDF Format.		
		1.0.25	The solution must be supplied as a virtual machine supporting up to 50GB/Day of logging		
		1.0.26	Must support Cross Correlation of SOC & NOC Analytics		
		1.0.27	The solution MUST be able to sort, categorize and prioritize incoming incidents. It must be able also to report on incidents status by notifications on SMS and Emails.		
		1.0.28	The solution MUST provide a wide set of content-rich correlation rules that define the conditions under which an alert or notification should be automatically triggered.		
		1.0.29	The solution MUST be capable of gathering, documenting and preserving detailed event information, allow for the analysis of evidence and maintain a complete audit trail of the investigation process.		

		1.0.30	The solution MUST give alert to administrators when vulnerabilities appear on critical systems and prioritize security alerts based upon the value of the asset being attacked and its vulnerabilities.		
		1.0.31	Must support an incidents Attack View that maps security incidents detected by the platform into attack categories defined by MITRE Corporation (MITRE ATT&K). Special dashboard should be available to show Rule coverage of Mitre framework		
		1.0.32	The solution must support native SOAR connectors for different solutions including sandbox, ticketing systems, slack, Microsoft Teams, Generic Webhook & 3rd party threat query		
		1.0.33	The solution must support the parsing, normalization and correlation of logs from different sources including load balancers, O365, web servers and 3rd party security tools		

Item No	Technical Specification Required	Compliance of Specification Offered	Technical Literature on Specification offered in Column C by the bidder
a	b	c	d
	Edge Router QTY =1		
1.	Model and manufacturer	Bidders to state the model and manufacturer	
2.	Multicore processors	Minimum 4 cores, 4GB of RAM	
3.	Embedded IPsec VPN hardware acceleration	Minimum 500 Mbps of IPsec traffic SSL and crypto hardware acceleration Integrated Gigabit Ethernet port	
4.	Integrated Gigabit Ethernet ports	Minimum 4 in built in layer 3 Ethernet ports for WAN or LAN with port speeds ranging from 10Mbps, 100Mbps, 1Gbps. Two Ethernet ports are Small Form-Factor Pluggable (SFP) and two are RJ45 ports, enabling fiber as well as copper connectivity	
5.	DRAM	Minimum 4GB can be upgraded to 8GB, 16 GB and 32 GB DRAM for higher scale and performance	
6.	Flash memory support	Integrated on board 8GB flash	
7.	M.2 Memory	Supports M.2 USB for SD-WAN logging and additional storage on the platform	

8.	Power supplies	AC power over Ethernet, DC and reversed-airflow	
9.	Form factor	1RU	
10.	Integrated security	Hardware anchored secured boot and secure unique device identification support	
11.	IPv4 Forwarding throughput	Minimum of 3.8Gbps	
12.	No of IPsec SVTI tunnels	Minimum 1500	
13.	No of ACLs per system	Minimum 4,000	
14.	No of IPv4 ACEs per system	Minimum 72k	
15.	No of IPV4 ROUTES	Minimum 800k	
16.	No of IPV6 ROUTES	Minimum 800k	
17.	NO OF QUEUES	Minimum 8K	
18.	NO OF NAT Sessions	Minimum 600k	
19.	No of Firewall Sessions	Minimum 512k	
20.	No of VRFs	Minimum 4k	
21.	Power maximum	Minimum 150w	
22.	Input voltage	Minimum 90 to 264 VAC (47 to 63 Hz)	
23.	Power efficiency	Avg 89%	
24.	Output holdup time	Minimum 10ms	
25.	Power supply input receptacles	IEC 320 C14	
26.	Power Code Rating	10A	
27.	Protocols	IPV4, IPV6, STATIC ROUTES, RIP ver1 & 2, OSPF, EIGRP, BGP, BGP Router reflector, IS-IS; IGMPv3, PIM SM, SSM, RSVP, IKE, ACL, EVC, DHCP, DNS, LISP, HSRP, RADIUS, MPLS, VPN, L2TPv3, BFD, IEE802.1ag, IEEE 802.3Ah, etc.	
28.	Subscription	Smartnet subscription for 3 years under IUCEA names	
29.	EOL	MUST not be and an END of LIFE Product.	
30.	Warranty	Warranty 3 year	
31.	Other requirements	Rack mounting kits and accessories and power cables and console cables	

Item No.	Technical Specification required including applicable standards	Compliance specification offered	of	Technical literature on specification offered in column c by the bidder
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<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
	CORE SWITCH QTY=1		
Brand name and Model	Provide detailed description of offer		
Device Type	Modular Switch		
Interfaces	At least 20 x 10/25GE SFP+ Ports		
DRAM	At least 16GB		
Stacking bandwidth	1,000G Gbps		
Flash Memory	At least 16GB		
Switching Capacity	At least 1,000 Gbps		
Routing Protocol	OSPF, RIP, VRRP, policy-based routing (PBR),MSTP		
Network Management	Support command-line interface (CLI) RS-232 Serial Console Port USB Port Telnet and SSHv2 Cloud		
Remote Management Protocol	SNMP 1, RMON 1, RMON 2, SNMP 3, SNMP 2c		
Features	Auto-negotiation, Dynamic Trunking Protocol (DTP),Link Aggregation Control Protocol (LACP), Dynamic Host Configuration Protocol (DHCP), Switch Port Analyzer (SPAN), Voice VLAN, VLAN Trunking Protocol (VTP)		
Compliant Standards	IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s		
Power	Dual PSU PWR-C1-715WAC-P		

Form Factor	Rack-mountable		
Layer 3	Have support for Layer 3 functionality		
Warranty	At least three (3) Year		
Software-Defined Access License	-DNA-L-A-3Y		
SFP transceiver module	10GBASE-SR SFP Module (Twenty to be Included)		

Item No.	Technical Specification required including applicable standards	Compliance specification offered	of Technical literature on specification offered in column c by the bidder
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
	<i>SERVER FARM SWITCH QTY=1</i>		
Brand name and Model	Provide detailed description of offer		
Device Type	Modular Switch		
Interfaces	At least 24 x 10GE Ports At least 8 x 1G/10G SPF+ Ports		
DRAM	At least 8GB		
Stacking bandwidth	480G Gbps		
Flash Memory	At least 16GB		
Switching Capacity	At least 640 Gbps		
Routing Protocol	OSPF, RIP, VRRP, policy-based routing (PBR),MSTP		
Network Management	Support command-line interface (CLI) RS-232 Serial Console Port USB Port		

	Telnet and SSHv2 Cloud		
Remote Management Protocol	SNMP 1, RMON 1, RMON 2, SNMP 3, SNMP 2c		
Features	Auto-negotiation, Dynamic Trunking Protocol (DTP), Link Aggregation Control Protocol (LACP), Dynamic Host Configuration Protocol (DHCP), Switch Port Analyzer (SPAN), Voice VLAN, VLAN Trunking Protocol (VTP)		
Compliant Standards	IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s		
Power	Dual PSU PWR-C1-1100WAC-P		
Form Factor	Rack-mountable		
Layer 3	Have support for Layer 3 functionality		
Warranty	At least three(3) Year		
Software-Defined Access License	-DNA-L-A-3Y		
SFP transceiver module	10GBASE-SR SFP Module (Four to be Included)		

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature or specification offered in column c by the bidder
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>
	<i>Rack QTY=1</i>		
Brand name and Model	Provide detailed description of offer		
Device Type	Branded standard premium enclosure		
Dimensions	42U x 600mm x 1,070mm		
Design	Lockable front door Cable Access Roof Half-Height Side Panels Easily Adjustable Vertical Mounting Rails Rear Cable Channels to Toollessly mount PDUs and cable organizers		
Power Module	Two (2) Metered Rack PDU 2G, Metered, ZeroU, 11kW Load, 230V, (36) C13 & (6) C19		
Color	Black		
Frame type	Steel		
Load Capacity	Weight Capacity (static load) 3000.00 lbs. (1363.64 mm) Weight Capacity (dynamic load) 2250.00 lbs. (1022.73 kg)		
Operational environment requirements	RoHS		
Warranty	1 year service, replace and repair		

Earthing System	Rack shall be permanently and effectively earthed to building protective earth system		
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4. Drawings: Not Applicable

5. Inspections and Tests

Procurement Reference Number: **IUCEA/PROC/SUPP/2025-26/002**

List of Inspections and Tests	
Items subject to Inspection and Tests;	It is proposed that there shall be pre-inspection at IUCEA Phase II building
Type of inspection or tests and the standards to be met;	Specification and conformance tests
Location of the inspection or tests;	Pre-inspection from IUCEA offices before installation in the office block, conference hall
Inspection agency;	IUCEA team and its technical teams
Timing of the inspection;	Upon delivery at IUCEA premises
Notifications or documentation required from the provider;	Bill of Lading, URA clearance documents and Manufacturer's catalogues and user manuals for all electronic items.
Provision of any samples for inspection;	Yes
Cost of the inspection;	Each party to cover its costs
Arrangements and costs for any re-inspection required;	Supplier pays all costs for re-inspection where the first inspection did not meet the tests or inspections
Any other relevant details.	N/A

PART 3: CONTRACT

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

Table of Clauses

A	General Provisions	65
1	Definitions.....	65
2	Corrupt Practices.....	66
B	The Contract	66
3	Contract Documents.....	66
4	Governing Law.....	67
5	Language.....	67
6	Notices.....	67
7	Assignment.....	67
8	Subcontracting.....	67
9	Change Orders and Contract Amendments.....	67
10	Change in Laws.....	68
11	Taxes and Duties.....	68
12	Force Majeure.....	68
13	Suspension of Assignment.....	69
14	Termination.....	70
15	Cessation of Rights and Obligations or Services.....	71
16	Cessation of Services.....	71
17	Settlement of Disputes.....	71
18	Liquidated Damages.....	71
19	Commencement of Services.....	72
20	Completion Period and Completion of the Services.....	72
C	Obligations of IUCEA	72
21	Provision of Information and Assistance.....	72
D	Payment	72
22	Contract Price.....	72
23	Price Adjustments.....	73
24	General Payment Procedure.....	73
25	Advance Payment Guarantee.....	73
E	Obligations of the Provider	73
26	Obligations of the Provider.....	73
27	Eligibility.....	74
28	Code of Conduct.....	74
29	Indemnification.....	74
30	Insurance to be Taken Out by the Provider.....	75
31	Accounting, Inspection and Auditing.....	75
F	Performance of the Services	75
32	Scope of Services.....	75
33	Provider's Personnel.....	75
34	Working hours of the Personnel.....	76
35	Replacement of Personnel.....	76
36	Performance Security.....	76

Section 7: General Conditions of Contract for the Procurement of Non-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) “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
 - (b) “Contract Documents” means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - (c) “Contract Price” means the sum stated in the Agreement representing the total amount payable for the provision of the Services.
 - (d) “Day” means working day. “Month” means calendar month.
 - (e) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Party” means IUCEA or the Provider, as the case may be, and “Parties” means both of them.
 - (h) “Personnel” means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
 - (i) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by IUCEA and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
 - (j) “SCC” means the Special Conditions of Contract.
 - (k) “Services” means the services to be performed by the Provider as described in the contract.
 - (l) “Subcontractor” means any natural person, private or government IUCEA, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.
- 1.3 If the context so requires it, singular means plural and vice versa.

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- 1.4 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between IUCEA and the Provider.

2 Corrupt Practices

- 2.1 It is IUCEA's policy to require that IUCEA staff as well as Bidders and Providers under IUCEA financed procurement, observe the highest standards of ethics during the procurement and execution of such procurement. In pursuit of this policy, IUCEA:
- 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 an IUCEA 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 any contract irrespective of the funding source.
- 2.2 The Provider shall permit IUCEA to inspect the Provider's accounts and records relating to the performance of the Services and to have them audited by auditors appointed by IUCEA if so required.
- 2.3 In pursuit of the policy defined in GCC Clause 2.1, IUCEA may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of IUCEA or of a Provider, during the procurement or the execution of that contract.

B The Contract

3 Contract Documents

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Provider's Bid as amended by clarifications,
 - (c) Special Conditions of Contract,
 - (d) General Conditions of Contract,
 - (e) Statement of Requirements,
 - (f) any other document listed in the SCC as forming part of the Contract.

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

- 3.2 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.
- 3.3 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.
- 3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by IUCEA or the Provider may be taken or executed by the authorised representatives specified in the SCC.
- 3.5 The Contract constitutes the entire agreement between IUCEA and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. 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.

4 Governing Law

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

5 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and IUCEA, shall be written in English unless specified otherwise in the SCC.

6 Notices

- 6.1 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.
- 6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7 Assignment

- 7.1 IUCEA or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8 Subcontracting

- 8.1 The Provider shall request approval in writing from IUCEA of all sub-contracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.
- 8.2 Sub-contracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

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- 9.1 IUCEA may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of IUCEA's change order.
- 13.3 Prices to be charged by the Provider for any additional Services or any related Supplies or Works that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

10 Change in Laws

- 10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11 Taxes and Duties

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

12 Force Majeure

- 12.1 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,

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- 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.
- 12.2 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; nor
 - (c) insufficiency of funds or failure to make any payment required hereunder.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Provider 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.
- 12.7 Not later than thirty (30) days after the Provider, 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.

13 Suspension of Assignment

- 13.1 IUCEA may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider 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 Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

14 Termination

- 14.1 IUCEA may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:
- (a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 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 Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IUCEA;
 - (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
 - (d) the Provider submits to IUCEA a statement which has a material effect on the rights, obligations or interests of IUCEA and which IUCEA knows to be false;
 - (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) IUCEA, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
 - (g) the Provider, in the judgment of IUCEA, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
 - (h) where the Tribunal direct that a contract should be terminated.
- 14.2. Termination for Convenience
- (a) IUCEA, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for IUCEA's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.
 - (b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by IUCEA at the Contract terms and prices. For the remains supplies, IUCEA may elect:
 - (i) to have any portion completed and delivered at the Contract terms and Prices: and/or
 - (ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.
- 14.3 The Provider may, by not less than thirty days written notice to IUCEA, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:

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- (a) IUCEA fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;
 - (b) IUCEA is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by IUCEA of the Provider's notice specifying such breach;
 - (c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (d) IUCEA fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.

14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 Cessation of Rights and Obligations or Services

- 15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 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;
 - (c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
 - (d) any right which a Party may have under the Governing Laws.

16 Cessation of Services

- 16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider 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.

17 Settlement of Disputes

- 17.1 IUCEA and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 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 2000 of Uganda or such other formal mechanism specified in the SCC.

18 Liquidated Damages

- 18.1 If so stated in the SCC, the Provider shall pay liquidated damages to IUCEA at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the

SCC. IUCEA may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

- 18.2 If the Completion Date is extended after liquidated damages have been paid, IUCEA shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Services

- 19.1 The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.
- 19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20 Completion Period and Completion of the Services

- 20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.
- 20.2 The completion of the Services shall be in accordance with the Agreement.

C Obligations of IUCEA

21 Provision of Information and Assistance

- 21.1 IUCEA shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to IUCEA at the end of the period of the Contract.
- 21.2 IUCEA 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.
- 21.3 IUCEA shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

D Payment

22 Contract Price

- 22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- 22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

23.1 Procurement shall be at fixed prices which shall not be revised or varied.

24 General Payment Procedure

24.1 In consideration of the Services performed by the Provider under the Contract, IUCEA shall make to the Provider such payments in such manner as is provided by the Contract.

24.2 Payments made by IUCEA shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to IUCEA in writing by production of an invoice supported by the documentation required and as specified in the SCC.

24.3 Unless otherwise specified in the SCC, payments shall be made by IUCEA, no later than thirty days after submission of a request for payment by the Provider and its certification by IUCEA. IUCEA shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, IUCEA shall promptly advise the Provider of the reasons for rejection.

24.4 IUCEA shall not unreasonably withhold any undisputed portion of a request for payment. IUCEA shall notify the Provider 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 Provider, IUCEA may add or subtract the difference from any subsequent payments.

24.5 Any amount which IUCEA 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 Provider to IUCEA within thirty days after receipt by the Provider of a notice thereof. Any such claim by IUCEA for reimbursement must be made within twelve months after receipt by IUCEA of a final statement approved by IUCEA.

25 Advance Payment Guarantee

25.1 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 Provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

25.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by IUCEA from future payments due to the Provider under the contract.

25.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

E Obligations of the Provider

26 Obligations of the Provider

26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

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- 26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify IUCEA against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.
- 26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of IUCEA in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard IUCEA's legitimate interests, pursuant to Conditions of this Contract
- 26.4 The Provider shall obtain IUCEA's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (b) any other action that may be specified in the SCC.
- 26.5 The Provider shall furnish IUCEA with any personnel data or information required by IUCEA to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

- 27.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

28 Code of Conduct

- 28.1 The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of IUCEA, and from engaging in any activity which conflicts with its obligations towards IUCEA under the contract. It shall not commit UCEA without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

29 Indemnification

- 29.1 At its own expense, the Provider shall indemnify, protect and defend, IUCEA, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider 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.
- 29.2 At its own expense, the Provider shall indemnify, protect and defend IUCEA, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:

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- (a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the IUCEA becomes aware of them;
 - (b) the ceiling on the Provider'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 Provider's wilful misconduct;
 - (c) the Provider'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.
- 29.3 The aggregate liability of the Provider to the IUCEA shall not exceed the total contract value or such other amount specified in the SCC.
- 29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) IUCEA omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or
 - b) the improper execution of the Provider's instructions by agents, employees or independent contractors of IUCEA.
- 29.5 The Provider 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.

30 Insurance to be Taken Out by the Provider

- 30.1 The Provider 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 IUCEA as shall be specified in the SCC.
- 29.2 The Provider shall at IUCEA's request, provide evidence to IUCEA showing that such insurance has been taken out and maintained.

31 Accounting, Inspection and Auditing

- 31.1 The Provider 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

32 Scope of Services

- 32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

33 Provider's Personnel

33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.

33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to IUCEA, takes charge of the performance of the Services.

34 Working hours of the Personnel

34.1 Where the Services are performed on a regular basis at the premises of IUCEA, the Provider shall work the hours agreed with IUCEA where not specified in the Statement of Requirements or the SCC.

35 Replacement of Personnel

35.1 If IUCEA requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

36 Performance Security

36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to IUCEA.

36.2 The proceeds of the Performance Security shall be payable to IUCEA as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

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

36.4 The Performance Security shall be discharged by IUCEA and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, unless specified otherwise in the SCC.

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: IUCEA/PROC/SUPP/2025-26/002
GCC 1.2(e)	The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 3.1(f)	The other documents forming part of the Contract are: Bid Submission sheet, letter of bid acceptance, Technical Specification and Price Schedule.
GCC 3.4	<p>Authorised Representatives: The Authorised Representatives are:</p> <p>For IUCEA: Executive Secretary Inter-University Council for East Africa</p> <p>For the Provider:</p>
GCC 4.1	The Governing Law shall be: Laws of Uganda
GCC 5.1	The language of the contract shall be English.
GCC 6.1	<p>For notices, IUCEA’s address shall be:</p> <p>Attention: Acting Executive Secretary Inter-University Council for East Africa</p> <p>Street Address: Plot M833 Kigobe Road-Kyambogo</p> <p>Floor/Room number: 1st Floor, IUCEA Building</p> <p>City: Kampala</p> <p>Country: Uganda</p> <p>Telephone: +256-0773181662</p> <p>Email address: exsec@iucea.org</p> <p>For notices, the Provider’s address shall be:</p> <p>Attention:</p> <p>Street Address:</p> <p>Floor/Room number:</p> <p>Town/City:</p> <p>PO Box:</p> <p>Country:</p> <p>Telephone:</p> <p>Facsimile number:</p>

GCC clause reference	Special Conditions of Contract
	Email address:
GCC 17.2	The formal mechanism for the resolution of disputes shall be: As provided under Arbitration and Conciliation Act, Cap 4, Laws of Uganda
GCC 18.1	Liquidated Damages: Not applicable
GCC 19.1	The Period within which services shall have commenced following the date of the contract signature is from two weeks.
GCC 20.1	The goods/services shall be delivered by/shall be performed for a period of: Not more than 12 weeks
GCC 22.2	The following costs are excluded from the Contract Price:
GCC 22.3	The Payment shall be 100% after delivery, installation and acceptance of the goods/services by the client
GCC 24.2	The following documentation shall be required to support invoices requesting payments: i) Verification of each invoice/payment request and required supporting documentations like delivery note, invoice and clearance from the user unit
GCC 24.3	Payment Period shall be: Within Thirty (30) days from the date of submission of relevant documentation.
GCC 25.1	An Advancement Payment Guarantee shall not be required. The amount of the Advance Payment Guarantee shall be: Not Applicable
GCC 26.4(b)	IUCEA's prior approval is also required for:
GCC 29.3	The total liability under the Contract shall be 100% of the contract sum
GCC 30.1	The insurance coverage shall be: Undertaken by the Supplier
GCC 34.1	The working hours for the Provider shall be: The service provider's responsibility
GCC 36.1	Performance Security shall not be required before contract signature The amount and currency of the Performance Security shall not be required.
GCC 36.3	The forms of acceptable Performance Security are: Not Applicable
GCC 36.4	The Performance Security shall be discharged: Not Applicable

Section 9. Contract Forms

Table of Forms

Agreement.....	80
Performance Security	61
Advance Payment Security	62

Agreement

For Lump Sum Procurement

Procurement Reference No: **IUCEA/PROC/SUPP/2025-26/002**

This Agreement is made the _____ day of the month of _____, _____,

between _____ of

(hereinafter called the "IUCEA") and _____ of

_____ (hereinafter called the "Provider").

WHEREAS

- (a) IUCEA has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;
- (b) the Provider having represented to IUCEA that it has the required 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 hereby agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 2. In consideration of the payments to be made by IUCEA to the Provider as indicated in this Agreement, the Provider hereby covenants with IUCEA to provide the Services in conformity in all respects with the provisions of the Contract.
- 3. IUCEA hereby covenants to pay the Provider in consideration of the provision of the Services, 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 _____ (IUCEA)

Name: _____ Authorised Representative

Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name: _____ Authorised Representative

Position: _____

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

Performance Security

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

Procurement Reference No: **IUCEA/PROC/SUPP/2025-26/002**

To: **Inter-University Council for East Africa**

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

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

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

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

This security is valid until the *(insert number)* day of *(insert month)*, *(insert year)*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

In the capacity of *(insert legal capacity of person signing the Performance Security)*

Signed: *(signature of person whose name and capacity are shown above)*

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

Dated on _____ day of _____, _____ *(insert date of signing)*

(The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution)

Advance Payment Security

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

Procurement Reference No: **IUCEA/PROC/SUPP/2025-26/002**

To: ***Inter-University Council for East Africa***

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

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

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

Name: *(insert complete name of person signing the Payment Security)*

In the capacity of *(insert legal capacity of person signing the Payment Security)*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signed: *(signature of person whose name and capacity are shown above)*

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

Dated on _____ day of _____, _____ *(insert date of signing)*