



Republic of Uganda

Uganda National Airlines Company Limited

Standard Bidding Document

for the

Procurement of Non-Consultancy Services

OPEN INTERNATIONAL BIDDING

Subject of Procurement:	Procurement of a Vendor for the Redevelopment, Integration of Amadeus DES and Provision of Ongoing Maintenance of the Uganda Airlines Website
Procurement Reference Number:	UNACL/NCONS/2023-2024/00315
Date of Issue:	Friday 03 rd May 2024

PREFACE

1. This Standard Bidding Document (SBD) document has been prepared by the Public Procurement and Disposal of Public Assets Authority (PPDA) for use by Procuring and Disposing Entities (PDEs) for the procurement of Non-Consultancy Services. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Public Procurement and Disposal of Assets Act, 2003, the Public Procurement and Disposal of Public Assets Regulations, 2014 and best international procurement practices.
2. This SBD for the Procurement of Non-Consultancy Services is suitable for use under the Open (International or Domestic) Bidding procurement method with or without pre-qualification. It is also suitable for the Restricted (International or Domestic) Bidding procurement method. The SBD may also be used for procurement under the Direct Procurement method with appropriate modifications to the document.
3. This SBD is suitable for lump-sum contracts where the services are pre-defined and the period of the services are fixed to enable a total lump sum amount to be calculated representing the total amount under the contract. Thus time based contracts would not normally be applicable to non-consultancy services. The User Guide to this SBD further explains the circumstances in which this SBD for non-consultancy services is most appropriate.
4. The preferred evaluation methodology for procurement of non-consultancy services is Technical Compliance Selection (TCS) as described in the PPDA Regulations, and further elaborated in the User Guide to this SBD.
5. Before using this SBD, the user should be familiar with the PPDA Act and Regulations and should read the User Guide to this SBD which has been prepared to provide guidance to public officials in the correct use of the Standard Bidding Document (SBD) for Non-Consultancy Services as a model for preparing an individual Bidding Document.
 - a. PPDA welcomes any feedback or comments from the users of this SBD which will assist in improving this document.

**The Executive Director,
Public Procurement and Disposal of Public Assets Authority
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Standard Bidding Document

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INVITATION TO BID UNDER OPEN INTERNATIONAL BIDDING

Date: May 3, 2024

Dear Bidder,

INVITATION TO BID: PROCUREMENT OF A VENDOR FOR THE REDEVELOPMENT, INTEGRATION OF AMADEUS DES, AND PROVISION OF ONGOING MAINTENANCE OF THE UGANDA AIRLINES WEBSITE | PR REF. NUMBER: UNACL/NCONS/2023-2024/00315.

1. Uganda Airlines has allocated funds to be used for the **Procurement of a Vendor for the Redevelopment, Integration of Amadeus DES and provision of Ongoing Maintenance of the Uganda Airlines Website.**
2. The Entity invites your sealed bids for the **Procurement of a Vendor for the Redevelopment, Integration of Amadeus DES and provision of Ongoing Maintenance of the Uganda Airlines Website.**
3. Bidding will be conducted in accordance with the **Open International Bidding** procedures contained in the Public Procurement and Disposal of Public Assets Act, 2003.
4. You may obtain further information from the **Procurement & Disposal Unit** and inspect the bidding documents at the address given below at **7(a)** from **08:00am to 05:00pm** Monday to Friday.
5. Bidding Documents in English may be obtained from the **Procurement & Disposal Unit** at 7(b).
6. Bids must be delivered to the address below at 7(c) at or before until **Tuesday 28th May 2024 at 12:00PM EAT**. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 7(d) at **Tuesday 28th May 2024 02:00PM EAT**.
7. (a) Documents may be inspected at: **The Procurement and Disposal Unit
Uganda National Airlines Company Limited
Eagle Air Hangar Complex, Rm SW-103
Entebbe**
- (b) Documents will be issued from: **The Procurement and Disposal Unit
Uganda National Airlines Company Limited
Eagle Air Hangar Complex, Rm SW-103
Entebbe**
- (c) Bids must be delivered to: **The Procurement and Disposal Unit
Uganda National Airlines Company Limited
Eagle Air Hangar Complex, Rm SW-103
Entebbe**
- (d) Address of Bid Opening: **The Procurement and Disposal Unit
Uganda National Airlines Company Limited
Eagle Air Hangar Complex, Rm SW-103
Entebbe**

8. Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone or in association.

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

Activity	Date
a) Publish bid notice	Friday 03rd May 2024
b) Bid closing date and time	Tuesday 28th May 2024 @12:00PM EAT
c) Bid closing date and time	Tuesday 28th May 2024 @02:00PM EAT
d) Evaluation process	(Within 20 working days from bid closing date)
e) Display and communication of best evaluated bidder notice	(Within 10 working day from Contracts Committee award)
f) Contract award and Signature	After expiry of BEB Notice and Attorney General's approval

Jenifer Bamuturaki
CHIEF EXECUTIVE OFFICER

Section 1. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.
- 1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by the Procuring and Disposing Entity are provided in the SCC.
- 1.3 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form with proof of receipt.
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means working day,
- 1.4 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act 2003 and the Public Procurement and Disposal of Public Assets Regulations, 2014.

2. Source of Funds

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

3. Corrupt Practices

- 3.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Bidders and Providers, observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Uganda represented by the Public Procurement and Disposal of Public Assets Authority (herein referred to as the Authority);
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
 - (c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a government contract.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity may terminate a contract or be ordered by the Public Procurement and Disposal of Public Assets Appeals Tribunal to

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cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Bidder or Provider during the procurement or the execution of that contract.

- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda requires representatives of both Procuring and Disposing Entities and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Authority, where the provider is debarred from the procurement processes of an international agency of which Uganda is a member.
- 1.6 Any communications between a Bidder and the Procuring and Disposing Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring and Disposing Entity.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the bidder has the legal capacity to enter into a contract.
 - (b) the bidder is not:
 - (i) insolvent.
 - (ii) in receivership.
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the bidder's business activities have not been suspended.
 - (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.3 A Bidder, and all parties constituting the Bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.
- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring and Disposing Entity regarding this bidding process; or

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- (e) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously.
- 4.5 A firm that is under a declaration of suspension by the Authority, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Bidder

- 5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:
- the Qualification Form provided in Section 4, Bidding Forms; and
 - the information and documents stated in Section 3, Evaluation Methodology and Criteria.
- 5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.
- 5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.

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
- 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. General Conditions of Contract (GCC) for the Procurement of Non-Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

- 6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.
- 6.3 Bidders who did not obtain the Bidding Document directly from the Procuring and Disposing Entity will be rejected during evaluation. Where Bidding Document are obtained from the Procuring and

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Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS. The Procuring and Disposing Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The Procuring and Disposing Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring and Disposing Entity 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.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Procuring and Disposing Entity may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring and Disposing Entity.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

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, including any negotiations with or visits to the Procuring and Disposing Entity, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.
- 10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring and Disposing Entity, 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 the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Preparation of Bids

- 11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage one envelope).

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

12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

- (a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15.
- (b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19.
- (c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted.
- (f) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and
- (g) any other document(s) required in the BDS.

13. Bid Submission Sheet and price schedules

13.1 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 Procurement Reference Number of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Services offered.
- (c) the total bid price;
- (d) any discounts offered and the methodology for their application.
- (e) the period of validity of the bid ;
- (f) a commitment to submit any Performance Security required and the amount;
- (g) a declaration that the Bidder is eligible to participate in public procurement;
- (h) a declaration of nationality of the Bidder and of any eligibility for a margin of preference;
- (h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
- (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process;
- (j) confirmation that the Bidder has not been suspended by the Authority;
- (k) a declaration on commissions and gratuities; and
- (l) an authorised signature.

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

- (a) a brief description of the Services to be performed;
- (b) the unit prices where applicable;
- (c) local taxes paid or payable in Uganda;
- (d) the total price per line item;
- (e) subtotals and totals per Price Schedule; and
- (f) an authorised signature.

14. Bid Prices and Discounts

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

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- 14.2 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 13.1(d).
- 14.3 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 31.

15. Currencies of Bid

- 15.1 Unless otherwise specified in the BDS, bid prices shall be quoted in Uganda Shillings.

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 Qualifications of the Bidder

- 17.1 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.
- 17.2 Bidders with a current registration with the Authority are not required to submit:
- (a) a copy of the bidder's current trading licence or equivalent.
 - (b) a copy of the bidder's certificate of registration or equivalent.
- But should include details of their Authority registration number in the bid submission sheet.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.
- 18.2 The Procuring and Disposing Entity will make its best effort to complete the procurement process within this period.
- 18.3 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring and Disposing Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security or Bid Securing Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security or Bid Securing Declaration

- 19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.
- 19.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of Uganda or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;
 - (b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Uganda, it shall have a correspondent financial institution located in Uganda to make it enforceable;
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section 4, Bidding Forms;

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- (d) be payable promptly upon written demand by the Procuring and Disposing Entity in case the conditions listed in ITB Clause 19.6 are invoked;
- (e) be submitted in its original form - copies will not be accepted.

- 19.3 The Bid Security or Bid Securing Declaration shall be submitted using the forms included in Section 4, Bidding Forms and shall remain valid until the date specified in the BDS.
- 19.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring and Disposing Entity as non-compliant.
- 19.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.
- 19.6 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or
If the successful Bidder fails to:
- (a) sign the Contract in accordance with ITB Clause 39.
 - (b) furnish any Performance Security in accordance with ITB Clause 41; or
 - (c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.
- The Bid Security may be forfeited, or Bid Securing Declaration executed.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "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.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized, and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.
- 20.3 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

21. Sealing and Marking of Bids

- 21.1 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.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder.
 - (b) be addressed to the Procuring and Disposing Entity in accordance with ITB Sub-Clause 22.1;
 - (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.
- 21.3 If all envelopes are not sealed and marked as required, the Procuring and Disposing Entity will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

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

23. Late Bids

- 23.1 The Procuring and Disposing Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring and Disposing Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal and Replacement of Bids

- 24.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 20.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
 - (b) received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.
- 24.3 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.
- 24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

25. Bid Opening

- 25.1 The Procuring and Disposing Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.
- 25.2 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.
- 25.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.
- 25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as the Procuring and Disposing Entity may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.
- 25.5 Only envelopes that are opened and read out at the bid opening shall be considered further.

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- 25.6 The Procuring and Disposing Entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price and the presence or absence of a Bid Security, where required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on the Procuring and Disposing Entity's Notice Board within one working day from the date of the bid Opening.

E. Evaluation of Bids

26. Confidentiality

- 26.1 A procuring and disposing entity shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-
- (a) solicitation documents, before the solicitation documents are officially issued.
 - (b) the examination, clarification, evaluation, and comparison of bids before the best evaluated bidder notice is displayed on the procurement and disposal notice board of the procuring and disposing entity.
- 26.2 Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity's request for clarification and the response shall be in writing. The request for clarification shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the evaluation of the financial bids, in accordance with ITB Clause 29.4.

28. Compliance and Responsiveness of Bids

- 28.1 The Procuring and Disposing Entity's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.
- 28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured.
 - (b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of the procuring and disposing entity or the obligations of the bidder under the contract.
 - (c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
 - (d) impacts the key factors of a procurement including cost, risk, time, and quality and causes.

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- (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence.
 - (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards, or methodologies; or
 - (iii) unacceptable counterbids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Procuring and Disposing Entity and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

- 29.1 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity may waive any non-conformity or omission in the bid that does not constitute a material deviation.
- 29.2 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 29.3 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.
- 29.4 Provided that the bid is substantially compliant and responsive, the Procuring and Disposing Entity shall correct arithmetic errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring and Disposing Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected, and its Bid Security may be forfeited or Bid Securing Declaration executed.

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

- 30.1 The Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.
- 30.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder is not eligible, it shall reject the bid.
- 30.3 The Procuring and Disposing Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 30.4 The Procuring and Disposing Entity shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) the Bid Submission Sheet, including:
 - (i) a brief description of the Services offered;
 - (ii) the price of the bid; and
 - (iii) the validity date of the bid;

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- (b) the Price Schedule;
- (c) written confirmation of authorisation to commit the Bidder;
- (d) a Bid Security or Bid Securing Declaration, if applicable; and
- (e) samples as may be required

31. Detailed Commercial and Technical Evaluation

- 31.1 The Procuring and Disposing Entity shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.
- 31.2 If, after the examination of the terms, conditions and requirements, the Procuring and Disposing Entity determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

32. Conversion to Single Currency

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

33. Margin of Preference

- 33.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.
- 33.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) Group A: bids from providers incorporated or registered in Uganda where more than fifty percent of the bidder's capital is owned by Ugandan citizens or by the Government or a procuring and disposing entity of Uganda.
 - (b) Group B: bids from joint ventures or associations registered in Uganda and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and
 - (c) Group C: all other bids which do not qualify for preference under paragraphs (a) or (b).
- 33.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide documentary evidence of their eligibility in accordance with paragraphs 33.2 (a) or (b) above.

34. Financial Comparison of Bids

- 34.1 The Procuring and Disposing Entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.
- 34.2 To financially evaluate a bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 34.3 To financially compare bids, the Procuring and Disposing Entity shall:
- (a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria.
 - (b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4.
 - (c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);

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- (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3.
- (e) convert all bids to a single currency in accordance with ITB Clause 32;
- (f) apply any margin of preference in accordance with ITB Clause 33; and
- (g) determine the total evaluated price of each bid.

35. Determination of Best Evaluated Bid(s)

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

36. Post-qualification of the Bidder

- 36.1 The Procuring and Disposing Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.
- 36.2 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 5, to clarifications in accordance with ITB Clause 27 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 qualifications.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring and Disposing Entity shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 36.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

37. Award Procedure

- 37.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder within five (5) days after the decision of the contracts committee to award a contract, place such a Notice on its notice board for a prescribed period, copy the Notice to all Bidders and to the Authority for publication on its website.
- 37.2 The Procuring and Disposing Entity shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.
- 37.3 Negotiations will only be held in exceptional circumstances as provided for under the PPDA Act.

38. The Procuring and Disposing Entity's Right to Accept or Reject Any or All Bids

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

39. Signing and Effectiveness of Contract

- 39.1 On expiry of the one (1) working day period after the display of the Best Evaluated Bidder, and upon approval of the Attorney General where applicable, the Procuring and Disposing Entity shall sign a contract with the successful Bidder.
- 39.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 39.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable, and any other conditions specified in the Contract.

40. Debriefing

- 40.1 Where a bidder information on the reasons for the success of failure of their bid, the Procuring and Disposing Entity shall promptly give the Bidder a written debrief after the signing of the contract.

41. Performance Security

- 41.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to the Procuring and Disposing Entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient ground for annulment of the contract award. In this case, or where the successful Bidder fails to sign the contract in accordance with ITB Clause 39.2, the successful Bidder's Bid Security may be forfeited or the Bidder may be suspended by the Authority from participating in Government of Uganda public procurement and disposal processes under the terms of its Bid Securing Declaration. In that event, the Procuring and Disposing Entity may award the Contract to the next best evaluated Bidder.

42. Advance Payment and Security

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

43. Administrative Review

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

Part 1: Section 2. Bid Data Sheet

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data Relevant to the ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is Uganda National Airlines Company Limited
ITB 1.1	Commencement: The assignment is expected to commence: Effective date of Contract Agreement
ITB 1.2	Subject: The subject of the procurement is: Procurement of an implementation partner for the Oracle Fusion Performance Management and Learning Module.
ITB 1.2	Reference: The Procurement Reference Number is: UNACL/NCONS/23-24/00315
B. Bidding Document	
ITB 7.1	<p>Clarification: For clarification purposes only the Procuring and Disposing Entity's address is:</p> <p>Attention: The Procurement and Disposal Unit Street Address: Eagle Air Hangar Complex Entebbe International Airport Floor/Room number: SW-103 Town/City: Entebbe PO Box No: 431 Entebbe Country: Uganda Email: urprocurement@ugandairlines.com</p> <p>The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than 2 days to bid closing date.</p>
C. Preparation of Bids	
ITB 10.1	Medium: The medium of communication shall be in writing.
ITB 10.2	Language: The language for the bid is English.
ITB 11.2	Pre-bid meeting: A pre-bid meeting SHALL NOT be held.
ITB 12.1(f)	Additional bid information: Additional information required in the bid includes Refer to Clause 3.2 below.
ITB 14.3	Prices: The prices quoted by the Bidder shall be: Fixed
ITB 15.1	Currency: The currency of the bid shall be USD.
ITB 18.1	Validity Period: Bids shall be valid until Wednesday 25th September 2024
ITB 19.1	A Bid Security SHALL NOT be required. A Bid Securing Declaration SHALL be required
ITB 19.3	The Bid Securing Declaration shall be valid until Wednesday 23rd October 2024
ITB 20.1	<p>Number of Copies: In addition to the Original of the Bid, the number of copies required is: Two (2): One (01) Original and One (01) Copy OR One (01) Electronic copy containing all attachments in one single PDF file to urprocurement@ugandairlines.com bids submitted to other email addresses will not be considered.</p>
D. Submission and Opening of Bids	

Part 1: Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data Relevant to the ITB
ITB 22.1	<p>Bid Submission: For bid submission purposes only, the Procuring and Disposing Entity's address is: Attention: The procurement and Disposal Unit Street Address: Eagle Air Hangar Complex Entebbe, Old Airport Floor/Room number: SW-103 Town/City: Entebbe Country: Uganda</p> <p>The deadline for bid submission is: Date: Tuesday 28th May 2024 Time (local time): 12:00PM EAT</p>
ITB 25.1	<p>Bid Opening: The bid opening shall take place at: Street Address: Eagle Air Hangar Complex Entebbe, Old Airport Floor/Room number: SW 103 Town/City: Entebbe Country: Uganda Date: Tuesday 28th May 2024 Time (local time): 2:00PM EAT Time (local time):</p>
E. Evaluation of Bids	
ITB 32.1	<p>Conversion to Single Currency: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in various currencies into a single currency is USD. The source of exchange rate shall be Bank of Uganda. The date for the exchange rate shall be the Date and time of bid Opening</p>
ITB 33.1	A margin of preference shall not apply. If a margin of preference applies, the application methodology shall be as stated in Section 3 Evaluation Methodology and Criteria.
ITB 33.3	The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: N/A
F. Award of Contract	
ITB 42.1	The Advance Payment shall be limited to N/A percent of the Contract Price.

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: UNACL/NCONS/23-24/00315

A Evaluation Methodology

1. Methodology Used

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

2. Summary of Methodology

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

B Preliminary Examination Criteria

3. Eligibility Criteria

- 3.1 The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.
- 3.2 **The documentation required to provide evidence of eligibility shall be: -**
- **A copy of the Certificate of Registration or Incorporation or equivalent**
 - **A copy of the bidder's valid Trading/Operation Licence for 2023/2024**
 - **A copy of the Registered/Notarized Powers of Attorney.**
 - **Full address including Physical and postal address, Telephone number & Email address.**
- 3.3 **Eligibility Criteria (Pass/fail)**
- **Bidder must possess demonstrable experience in successful development of ecommerce platforms or website for similar organizations. (at least 2 projects in the last 3 years)**
 - **Bidder must provide at least one (01) case studies and reference from a past project showcasing expertise in development and deployment of an Airline website with an integration with Amadeus DES,**

Technical proposal format

The bidder must stick to the following format.

Part 1: Section 3 Evaluation Methodology and Criteria

Requirement

1. Title Page
2. Signed Technical Proposal Submission Sheet
3. Signed Code of Ethical Conduct in Business for Bidders and Providers
4. Signed Beneficial Declaration Form
5. Company Profile
6.
 - *Eligibility documents*
 - *Copy of Certificate of Registration or an equivalent where applicable*
 - *At least three Recommendation Letters from past customers*
7. Experience

Proof that the Bidder has successful development and deployed an Airline website with an integration with Amadeus DES, Attestation: As evidence, a summary description including the following information:

 - i. *name, size, scope, complexity, and short description of the referenced implementation projects.*
 - ii. *implementation projects start and end dates.*
 - iii. *if any services within the reference's implementation projects were subcontracted and if yes, which elements and to whom.*
 - iv. *Client names and addresses (if not possible due to confidentiality reasons the client entity (type of entity, size, location, and industry in which it operates))*
 - v. *Attach sign off, or project completion certificates*
8. Key Consultant CVs/Profiles

Attach Copies of relevant Certification documents
9. Bidder's understanding UNACL Project Objectives
10. Implementation Approach & Methodology
11. Implementation Timelines/Project Plan
12. Project Management Methodology

4. Administrative Compliance Criteria

- 4.1 The evaluation of Administrative Compliance: -
 - **Acceptable Bid Validity Period *Wednesday 25th September 2024.***
 - **Fully signed Bid Securing Declaration Form printed on a company's letter head and should be valid up *Wednesday 23rd October 2024.***
 - **A duly signed Bid Submission Sheet by the authorized person and on a company's Letter Head with all Clauses unaltered.**
 - **A fully signed Code of Ethical Conduct in Business for bidders and providers**
 - **Signed Beneficial Declaration Form**

C Detailed Evaluation Criteria

5. Commercial Criteria

- 5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:
 - (a) acceptance of the conditions of the proposed contract.
 - (b) acceptable mobilisation period.

6. Technical Criteria

- 6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

Part 1: Section 3 Evaluation Methodology and Criteria

- Bidder must have executed minimum Two (02) similar implementation projects in the last three calendar years.
 - Consultants with an experience of minimum three years.
- 6.2 The Terms of Reference detail the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a **PASS/FAIL** basis. Substantial responsiveness shall be considered a **PASS**.

D Financial Comparison Criteria

6. Costs to be included in Bid Price

- 6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:
- (a) the unit and total rates in the Price Schedule.
 - (b) taxes, duties, and levies.

7. Margin of Preference

- 7.1 If the BDS specifies the application of a margin of preference for the purpose of bid comparison, the following procedures will apply:
- 7.2 The Procuring and Disposing Entity will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declarations in the Bid Submission Sheet and supporting evidence.
- 7.3 The Procuring and Disposing Entity will then add the following margins to the evaluated bid price, as determined in accordance with paragraph 6.1 above, for the purpose of further comparison only:
- (a) seven (7) percent of the bid price to all bids in Group C.
 - (b) four (4) percent of the bid price to all bids in Group B.
- 7.4 The lowest-evaluated bid shall be determined using the adjusted bid prices including added margins.

8. Determination of Best Evaluated Bid or Bids

- 8.1 The bid with the lowest evaluated price, from among those which are eligible, compliant, and substantially responsive shall be the best evaluated bid.

E Post-qualification

The Procuring and Disposing Entity shall undertake a post qualification (where it deems necessary) on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

Part 1: Section 4 Bidding Forms

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. It should be included by the Bidder in its bid

1. Bid Submission Sheet

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

Procurement Reference No: UNACL/NCONS/23-24/0315

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Bidding Document for the *[insert a brief description of the Services]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the amounts and currency]*; This amount is exclusive of local taxes which we have estimated at *[insert amount in words and figures]*;
- (d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (f) We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;
- (g) We, including any subcontractors or providers for any part of the contract resulting from this procurement process are registered with the Authority. *[Bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status. Registered bidders should indicate their registration number]*;
- (h) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*
- (i) We are eligible for a Margin of Preference in accordance with ITB Clause 33 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility.

[or]

We are not eligible for a Margin of Preference in accordance with ITB Clause 33.

- (j) We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract.
- (k) 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, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*;

Name and address of Recipient	Purpose/Reason	Currency and Amount

Part 1: Section 4 Bidding Forms

[If none has been paid or is to be paid, indicate "none"]

- (l) We are not participating, as Bidders, in more than one bid in this bidding process.
- (m) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.4.
- (n) We, our affiliates, or subsidiaries—including any subcontractors or Providers for any part of the contract—have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement.
- (o) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations.
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

CODE OF ETHICAL CONDUCT FOR BIDDERS AND PROVIDERS

(Under Section 93 (2) of the Public Procurement and Disposal of Public Assets Act, 2003)

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

1. Compliance with Applicable Law

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

2. Corruption

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

3. Standards

Bidders and providers shall;

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

4. Conflict of interest

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

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

5. Confidentiality and accuracy of information

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

6. Gifts and Hospitality

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

7. Inducements

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

8. Fraudulent Practices

Bidders and providers shall not;

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

9. Labor, Human Rights and Social Responsibility

Labor

Bidders and Providers must not engage in forced or compulsory labor in all its forms. Bidders and Providers must not employ children below 18 years of age. Bidders and Providers must ensure the payment of wages in legal tender, at regular intervals directly to the employees concerned. Bidders and Providers should keep an appropriate record of such payments.

Harassment

Bidders and Providers and their employees must not engage in any form of harassment, including sexual harassment, mental or physical coercion, or verbal abuse of staff of Procuring and Disposing Entities and contractors including employees. Bidders and Providers should report allegations of harassment or sexual harassment by Procuring and Disposing Entities staff to the Employer or the Authority. The reporting can be anonymous. Bidders and Providers must not dissuade or penalize their employees from reporting harassment or sexual harassment allegations.

Non-discrimination

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

10. Health and Safety Conduct

Part 1: Section 4 Bidding Forms

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

11. Environmental Policy

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

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

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

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

BENEFICIAL OWNERSHIP DECLARATION FORM

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

Company Identification

Full legal name of the Bidder (Company or Joint Venture)	
Physical/contact address	
Name(s) of Beneficial Owner(s) of the Company/ Joint venture	Name(s):
	1.

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Companies/ Consortiums etc.	2.
	3.
Are any of the beneficial owners a Politically Exposed Person (PEP)? <input type="checkbox"/> No <input type="checkbox"/> If Yes Name: Public office position and role: Date when office was assumed	
Attestation I, undersigned, for and on behalf of the Bidder confirm that all information provided in the above beneficial ownership declaration is accurate and reliable. [Name] _____ [Position] _____ [Signature] _____	
<i>Beneficial owner" means "the natural person who ultimately owns or controls a legal person or arrangement or the natural person on whose behalf a transaction is conducted and includes those natural persons who exercise ultimate effective control a legal person or arrangement directly or indirectly."</i>	

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

3. Bid-Securing Declaration

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

Procurement Reference. No.: UNACL/NCONS/23-24/00315

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

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we may be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (b) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
 - (c) having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 41; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 29;
- 3 We understand this Bid Securing Declaration shall remain valid and including **Wednesday 23rd October 2024.**

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

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

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

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[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].

4. Price Schedule

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

Procurement Reference No: UNACL/NCONS/23-24/00315

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

SN	Activity/Description of Services	Input Qty	Unit of measure	Unit Price (USD)	Total Price (USD)
1.	Procurement of a Vendor for the Redevelopment, Integration of Amadeus DES and provision of Ongoing Maintenance of the Uganda Airlines Website	1	One (1) Year		
TOTAL (USD) to Bid Submission Sheet under Item (c)					

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 Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.]

The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary. Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

5. Qualification Form

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

No	Name of Client and Contact Person	Type of Work Performed	Duration and Dates of Contract	Value of contract
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Part 1: Section 4 Bidding Forms

2. The major items of equipment proposed for carrying out the Services are:

Item of Equipment	Description, make and age (years)	Condition (new, good, poor) and number available	Owned, leased, or to be purchased

3. The qualifications and experience of key personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

Position	Name	Years of Experience (general)	Year of Experience in proposed position

4. Banks that may provide references if contacted by the Procuring and Disposing Entity are: *[State name, address and telephone, telex, and facsimile numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that.

- (a) the information contained in and attached to this form is true and accurate as of the date of bid submission: or *[delete statement which does not apply]*
- (b) the originally submitted pre-qualification information remains essentially correct as of the date of bid submission.

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

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

In the capacity of *[insert legal capacity of person signing the Qualification Form]*

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

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

Part 1: Section 5 Eligible Countries

Section 5. Eligible Countries

Procurement Reference Number: UNACL/NCONS/2023-2024/00315

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

A country shall not be eligible if:

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

Part 2: Section 6. Statement of Requirements

Section 6. Statement of Requirements

Procurement Reference Number: UNACL/NCONS/23-24/00315

TERMS OF REFERENCE FOR PROCUREMENT OF A VENDOR FOR THE REDEVELOPMENT, INTEGRATION OF AMADEUS DES, AND PROVISION OF ONGOING MAINTENANCE OF THE UGANDA AIRLINES WEBSITE

1. Introduction

Uganda Airlines aims to bolster its online presence and elevate customer experience through the development of a modern website integrated with the Amadeus Digital Experience Suite (DES). The airline envisions enhancing digital sales by providing customers with a seamless booking journey across various touchpoints and devices.

Leveraging Amadeus DES's user-friendly API, the successful bidder/vendor shall have the flexibility and tools to construct cutting-edge front ends with rapid time-to-market capabilities.

In addition to integrating with Amadeus DES, Uganda Airlines shall also collaborate with a Travel Offer Marketing Platform, Ancillary revenue solutions provider, and Travel Document Verification system provider on the new website by including their plugins.

The Travel Offer Marketing Platform shall enable personalized marketing campaigns and dynamic pricing strategies to maximize revenue opportunities. The Ancillary revenue solution shall facilitate the upselling of ancillary services such as seat upgrades, priority boarding, and extra baggage allowance, enhancing the overall customer experience and generating additional revenue streams for the airline. Furthermore, integration with a Travel Document Verification system shall streamline the verification and validation of travel documents, ensuring compliance with regulatory requirements and enhancing security protocols.

The new website shall be hosted on Uganda Airlines' existing Microsoft Azure cloud infrastructure, with the airline directly covering associated costs. Uganda Airlines shall select and pay for a subscription plan tailored to its budget, usage requirements, and feature preferences.

It's imperative to highlight that Uganda Airlines prioritizes the implementation of a custom Content Management System (CMS) to underpin the website. This approach offers several advantages over off-the-shelf solutions, including tailored functionality to meet specific needs, scalability, bolstered security measures, optimized performance, enhanced integration flexibility, and complete control and ownership. With a custom CMS, Uganda Airlines can craft a website that harmonizes closely with its business objectives and user demands, thereby securing a competitive advantage in the airline industry.

2. Objectives

- Develop a user-friendly and visually appealing website for the airline.
- Integrate the website seamlessly with the Amadeus Digital Experience Suite (DES) to enable functionalities such as flight search, booking, and itinerary management.
- Ensure responsive design to provide a consistent user experience across various devices.

Part 2: Section 6. Statement of Requirements

- Implement robust security measures to safeguard customer data and transactions.
- Optimize the website for performance and fast loading times.
- Optimize the website for search engines so that the website ranks highly in air travel related queries.

3. Scope of Work

3.1 Project Management

Effective project management shall be essential for the successful development and implementation of the new website. The project management process shall encompass the following key elements:

3.1.1	Project Planning	<ul style="list-style-type: none"> ▪ Redefine and fine-tune project scope, objectives, deliverables, and milestones in collaboration with key stakeholders, including Uganda Airlines' management team, IT department, and external vendors. ▪ Develop a detailed project plan outlining tasks, dependencies, timelines, resource requirements, and budget allocations. ▪ Identify and mitigate potential risks and uncertainties that may impact project progress or outcomes.
3.1.2	Team Formation and Communication	<ul style="list-style-type: none"> ▪ Assemble a cross-functional project team consisting of designers, developers, integration specialists, QA engineers, and other relevant stakeholders. ▪ Establish clear communication channels and protocols to facilitate regular updates, feedback exchange, and decision-making processes. ▪ Conduct kick-off meetings and team training sessions to align team members with project goals, roles, responsibilities, and expectations.
3.1.3	Vendor Management	<ul style="list-style-type: none"> ▪ The vendor may be required to coordinate with other selected vendors, including Amadeus, and any third-party service providers, e.g. Payment Service Provider (PSP), Travel Offer Marketing Platforms, Ancillary revenue solutions providers, Travel Document Verification system providers to ensure alignment with project requirements, timelines, and quality standards.
3.1.4	Resource Allocation and Management	<ul style="list-style-type: none"> ▪ Allocate human and financial resources effectively to support project activities and meet established milestones and deadlines. ▪ Monitor resource utilization and adjust allocations as needed to optimize project efficiency and productivity.

Part 2: Section 6. Statement of Requirements

		<ul style="list-style-type: none"> ▪ Provide necessary training, tools, and support to empower team members and enhance their capabilities in executing project tasks.
3.1.5	Risk Management and Mitigation	<ul style="list-style-type: none"> ▪ Continuously assess project risks and uncertainties, identifying potential threats to project success and implementing proactive mitigation strategies. ▪ Maintain a risk register to document identified risks, their potential impact, and corresponding mitigation plans. ▪ Regularly review and update risk assessments to reflect changes in project circumstances or external factors.
3.1.6	Progress Monitoring and Reporting	<ul style="list-style-type: none"> ▪ Implement project management tools and systems to track progress and generate regular status reports. ▪ Conduct periodic project reviews and stakeholder meetings to review progress, discuss challenges, and make necessary adjustments to project plans or resource allocations. ▪ Ensure transparency and accountability by providing stakeholders with timely updates on project status, milestones achieved, and upcoming deliverables.
3.1.7	Quality Assurance and Control	<ul style="list-style-type: none"> ▪ The vendor shall establish quality assurance processes and standards to ensure that project deliverables meet defined requirements, adhere to industry best practices, and align with Uganda Airlines' quality standards. ▪ Conduct regular quality reviews, code inspections, and testing activities to identify defects, bugs, or deviations from expected outcomes. ▪ Implement corrective and preventive actions to address quality issues promptly and maintain high standards of deliverable quality throughout the project lifecycle.
3.1.8	Change Management	<ul style="list-style-type: none"> ▪ The vendor shall develop a change management plan to manage and communicate changes to project scope, requirements, or timelines effectively. ▪ Assess the impact of proposed changes on project objectives, resources, and timelines, and obtain necessary approvals from stakeholders before implementing changes. ▪ Monitor and track changes to ensure that they are properly documented, communicated, and incorporated into project plans and deliverables.

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3.2 Requirement Analysis

The vendor shall conduct a thorough requirement analysis to ensure that the website meets the expectations of Uganda Airline and its customers, resulting in a successful and impactful digital presence.

3.2.1	Stakeholder Engagement	<ul style="list-style-type: none"> ▪ The vendor shall identify and engage key stakeholders from the airline's management, Marketing, Public relations, IT, and Customer Service departments. ▪ Conduct stakeholder meetings and workshops to gather insights into business objectives, target audience, branding guidelines, and regulatory requirements.
3.2.2	User Requirements Gathering	<ul style="list-style-type: none"> ▪ Define the target audience segments for the website, such as leisure travellers, business travellers, frequent flyers, etc. ▪ Collect user stories and scenarios to understand the needs, preferences, and pain points of different user groups. ▪ Identify key features and functionalities expected by users, such as flight search, booking, check-in, seat selection, itinerary management, etc. ▪ Prioritize requirements based on user needs and business goals to create a roadmap for development.
3.2.3	Functional Requirements	<p>In addition to retaining all existing features of the current website, the new website shall elevate them to a more refined and sophisticated level. This shall entail seamlessly transferring all current functionalities, content, and design elements to the new website. Enhancements shall be implemented to improve usability, aesthetics, and performance. Ultimately, the objective is to deliver an enriched user experience that surpasses the capabilities of the current website, while preserving the familiarity of existing features and functionalities.</p> <p>The vendor shall also define additional core features and functionalities for the website, including but not limited to:</p> <ul style="list-style-type: none"> ▪ Responsive web design for optimal performance on all devices. ▪ Custom content management system for easy updates. ▪ Integration with third-party services for enhanced functionality.

Part 2: Section 6. Statement of Requirements

		<ul style="list-style-type: none"> ▪ Secure payment gateway integration for online transactions. ▪ Implementation of SEO best practices for improved visibility. ▪ Robust security measures for data protection. ▪ Multi-language support for international users. ▪ Customer support and helpdesk services. ▪ Social media integration for sharing and engagement. ▪ Accessibility features for users with disabilities. ▪ Notification and alert system for updates. ▪ Feedback and review mechanisms for continuous improvement. ▪ Image sliders to showcase promotions and destinations visually. ▪ Loyalty Members' microsite with a dedicated subdomain for exclusive member benefits and promotions. ▪ Develop a Separate Corporate Microsite containing corporate Governance information in a separate sub-domain. The microsite will contain information about the company such as board information, financial performance, corporate events, etc. ▪ Customization of Oracle Fusion HCM Career Portal template to align with Uganda Airlines' branding and recruitment needs. ▪ Development of a tenders' portal for efficient management and processing of procurement activities. ▪ Integration of Microsoft Clarity for advanced website analytics and user behaviour tracking ▪ Integration of Oracle Fusion CX for enhanced customer experience management, including personalized marketing campaigns and customer engagement strategies. ▪ Specify any additional features such as travel guides, destination information, special offers, etc., based on user feedback and market trends.
3.2.4	Non-Functional Requirements	<ul style="list-style-type: none"> ▪ Identify non-functional requirements related to performance, security, scalability, usability, and accessibility. ▪ Performance requirements may include response times, system availability, and concurrency levels to ensure a smooth user experience.

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		<ul style="list-style-type: none"> ▪ Security requirements should cover data encryption, secure authentication mechanisms, compliance with GDPR and other data protection regulations, and protection against common security threats (e.g., SQL injection, cross-site scripting). ▪ Scalability requirements should address the ability of the website to handle increased traffic during peak periods without degradation in performance. ▪ Usability and accessibility requirements should ensure that the website is easy to navigate, intuitive to use, and accessible to users with disabilities.
3.2.5	Technical Requirements	<ul style="list-style-type: none"> ▪ Define the technical architecture of the website, including the choice of programming languages, frameworks, and platforms. ▪ Specify any third-party integrations required, such as the Amadeus API for flight booking and management. ▪ Consider infrastructure requirements for hosting, storage, and data backup. ▪ Identify any regulatory or compliance requirements related to data storage, transmission, and processing.
3.2.6	Documentation	<ul style="list-style-type: none"> ▪ Document all gathered requirements in a comprehensive Requirements Specification document. ▪ Use tools such as use case diagrams, user stories, flowcharts, and wireframes to visualize requirements and workflows. ▪ Review and validate requirements with stakeholders to ensure alignment with business objectives and user needs.
3.2.7	Risk Assessment	<ul style="list-style-type: none"> ▪ Identify potential risks and challenges associated with the project, such as technical complexities, integration issues, regulatory compliance, resource constraints, etc. ▪ Develop risk mitigation strategies and contingency plans to address identified risks. ▪ Establish clear communication channels and escalation procedures for addressing issues as they arise during the project lifecycle.

3.3 Host Environment Configuration

The Uganda Airlines shall utilize its existing Microsoft Azure cloud infrastructure to host the new website, with the associated costs covered directly by the airline. Uganda Airlines shall choose a suitable subscription plan tailored to its budget, usage needs, and feature preferences.

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The vendor shall be tasked with the following responsibilities:

3.3.1	Resource Group	<ul style="list-style-type: none"> ▪ Create a dedicated resource group in Azure to logically organize and manage all resources related to the Uganda Airlines website. ▪ Resource groups simplify resource management, access control, and billing by grouping related resources together.
3.3.2	Virtual Machines (VMs)	<ul style="list-style-type: none"> ▪ Provision virtual machines in Azure to host the website's frontend and backend components. ▪ Choose VM sizes based on compute, memory, and storage requirements, considering factors such as expected traffic volume, application workload, and performance needs. ▪ Select appropriate operating systems (e.g., Windows Server, Linux) and configure VM images with necessary software dependencies and runtime environments.
3.3.3	Web Application Hosting	<ul style="list-style-type: none"> ▪ The vendor may be required to deploy the website frontend using Azure App Service, a fully managed platform-as-a-service (PaaS) offering for hosting web applications in case VMs are not utilised. ▪ App Service supports popular web development frameworks and languages, including ASP.NET, Node.js, Python, PHP, and Java. ▪ Configure custom domain names, SSL certificates, and traffic routing rules to ensure secure and seamless access to the website.
3.3.4	Database Services	<ul style="list-style-type: none"> ▪ Choose Azure SQL Database or Azure Database for MySQL/PostgreSQL to host the website's backend database, depending on the preferred database technology. ▪ Configure database instances with appropriate performance tiers, storage capacity, and replication options to meet data storage and access requirements. ▪ Implement data backup and disaster recovery solutions to protect against data loss and ensure business continuity.
3.3.5	Content Delivery Network (CDN)	<ul style="list-style-type: none"> ▪ Utilize Azure CDN to optimize website performance and deliver content to users with low latency and high availability. ▪ Configure CDN endpoints to cache static assets (e.g., images, CSS, JavaScript files) and deliver them from edge locations closer to users' geographic locations.

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		<ul style="list-style-type: none"> Enable features such as dynamic site acceleration (DSA) and HTTPS support to further enhance website performance and security.
3.3.6	Identity and Access Management (IAM)	<ul style="list-style-type: none"> Configure role-based access control (RBAC) to assign granular permissions to users and restrict access to sensitive resources based on predefined roles and responsibilities.
3.3.7	Monitoring and Logging	<ul style="list-style-type: none"> Set up Azure Monitor to monitor the health, performance, and availability of the hosting environment and website resources. Configure alerts and notifications to proactively detect and respond to issues such as downtime, performance degradation, or security breaches. Use Azure Log Analytics to collect and analyze log data from VMs, applications, and services, enabling troubleshooting, performance tuning, and compliance auditing.
3.3.8	Security and Compliance	<ul style="list-style-type: none"> Implement Azure Security Center to continuously assess the security posture of the hosting environment and provide recommendations for mitigating security risks. Configure network security groups (NSGs), firewalls, and access control lists (ACLs) to restrict inbound and outbound traffic to and from VMs and services. Enable Azure DDoS Protection to defend against distributed denial-of-service (DDoS) attacks and ensure the availability of the website under high-volume traffic conditions. Implement data encryption at rest and in transit using Azure Key Vault, Azure Disk Encryption, and SSL/TLS encryption protocols to protect sensitive data.
3.3.9	High Availability and Disaster Recovery	<ul style="list-style-type: none"> Design the hosting environment for high availability and fault tolerance by distributing resources across multiple Azure regions and availability zones. Configure load balancing, auto-scaling, and traffic routing policies to distribute incoming traffic evenly and ensure uninterrupted access to the website during peak usage periods or in case of hardware failures. Implement disaster recovery solutions such as Azure Site Recovery to replicate VMs and data to secondary Azure regions for business continuity and data resilience.

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3.3.10	Cost Management	<ul style="list-style-type: none">▪ Monitor and optimize costs associated with the hosting environment by leveraging Azure Cost Management + Billing to track resource usage, identify cost drivers, and optimize spending.▪ Implement cost-saving measures such as reserved instances, spot instances, and resource tagging to optimize resource utilization and minimize unnecessary expenses.
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The host environment shall comprise Test (TST), User Acceptance Testing (UAT), and Production (PROD) servers to facilitate the development, testing, and deployment of both front-end, middleware, and database server components. The TST environment shall serve as a sandbox environment where the vendor shall conduct initial testing and debugging of code changes without affecting the live production system. Following successful testing in the TST environment, the code shall be deployed to the UAT server, where stakeholders and end-users shall validate the functionality and provide feedback in a simulated production environment. Once all necessary adjustments have been made and approvals obtained, the code shall be promoted to the PROD server, which hosts the live production website accessible to end-users. Similarly, the database server shall have separate instances for TST, UAT, and PROD environments to ensure data integrity and minimize the risk of data corruption during testing and deployment phases. This multi-server environment shall allow for rigorous testing, seamless deployment, and efficient management of the website.

3.4 Design and Development

Following a structured approach to design and development, the vendor shall deliver a high-quality airline website that meets the airline's objectives, enhances the user experience, and integrates seamlessly with the Amadeus DES to provide real-time flight information and booking services.

3.4.1	UI/UX Design	<ul style="list-style-type: none">▪ Based on the requirements gathered in the previous phase, the vendor shall create wireframes and mockups that depict the layout, navigation flow, and visual elements of the website.▪ The design should include a view for mobile and a view for desktop.▪ The UI/UX design could be done in Figma which is the leading tool in the industry for such designs.▪ The vendor shall focus on creating a user-centric interface that is intuitive, visually appealing, and consistent with the airline's branding guidelines.▪ Iterative design reviews and feedback sessions with stakeholders shall ensure that the design aligns with both user expectations and business objectives.
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		<ul style="list-style-type: none"> ▪ The final design shall encompass key elements such as the homepage layout, navigation menu, search functionality, booking flow, seat selection, payment processing, and confirmation screens.
3.4.2	Frontend Development	<ul style="list-style-type: none"> ▪ The vendor shall translate the approved design mockups into functional web pages using HTML5, CSS, and JavaScript frameworks such as React.js or Angular.js or a full stack framework. ▪ The vendor shall ensure responsiveness and compatibility across various devices and screen sizes through responsive design techniques and CSS media queries. ▪ Accessibility standards shall be followed to ensure that the website is usable by people with disabilities, adhering to guidelines such as WCAG (Web Content Accessibility Guidelines). ▪ The vendor shall need to minify their CSS and JavaScript to ensure that the website loads quickly. ▪ The vendor's Frontend developers shall not include any unused CSS in their CSS files. ▪ The frontend shall have a test score of at least 70% on both mobile and desktop when tested using Google Speed test, PageSpeed and Insights (https://pagespeed.web.dev) ▪ The frontend shall implement a caching policy for images, JS, fonts and CSS. ▪ The frontend shall use new image formats such as webp that have a better compression than PNG and JPG.
3.4.3	Backend Development	<ul style="list-style-type: none"> ▪ The vendor's Backend developers shall build the server-side logic and database architecture required to support the frontend functionality. ▪ They shall develop RESTful APIs to handle client-server communication for tasks such as user authentication, flight search requests, booking transactions, and data retrieval from the Amadeus API. ▪ The backend system shall be designed to handle concurrency, security, and scalability requirements, using technologies such as Node.js, Django, Laravel or Ruby on Rails, depending on the project's requirements and preferences.

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		<ul style="list-style-type: none"> ▪ The backend system shall be designed to meet all the best practices of the framework used to build it. ▪ The backend shall make use of environment variables to store any secret keys and other configs that change from one environment to another.
3.4.4	Amadeus API Integration	<ul style="list-style-type: none"> ▪ The vendor's Integration specialists shall work on integrating the Amadeus API into the backend system to enable seamless access to flight data and booking services. ▪ They shall implement API endpoints and authentication mechanisms required to communicate with the Amadeus API securely. ▪ Error handling and data validation mechanisms shall be put in place to ensure the reliability and consistency of data exchanged between the website and the Amadeus platform.
3.4.5	Security Implementation	<ul style="list-style-type: none"> ▪ The vendor's Security experts shall implement robust security measures to protect user data, sensitive transactions, and the integrity of the website. ▪ This includes encrypting data transmission using SSL/TLS protocols, implementing secure authentication mechanisms such as OAuth or JWT, and applying input validation and output encoding to prevent common web vulnerabilities such as XSS (Cross-Site Scripting) and CSRF (Cross-Site Request Forgery). ▪ Regular security audits and penetration testing shall be conducted to identify and address any security vulnerabilities proactively. ▪ The Vendor's website security team shall have measures in place to combat all the scenarios detailed in the OWASP top 10.
3.4.6	Quality Assurance	<ul style="list-style-type: none"> ▪ The vendor's Quality assurance engineer shall perform thorough testing of the website to ensure that it meets functional requirements, performs reliably, and delivers a seamless user experience. ▪ This includes unit testing, integration testing, end to end testing, system testing, and user acceptance testing (UAT) to validate that all features and functionalities work as intended.

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		<ul style="list-style-type: none"> Automated testing tools and frameworks may be employed to streamline the testing process and identify regressions quickly.
3.4.7	Deployment	<ul style="list-style-type: none"> Once development and testing are complete, the website shall be deployed to a production environment using a suitable hosting provider or cloud platform. Deployment processes shall be automated where possible to ensure consistency and reliability. Monitoring and logging mechanisms shall be set up to track website performance, detect errors, and troubleshoot issues in real-time
3.4.8	Documentation and Training	<ul style="list-style-type: none"> Comprehensive documentation shall be prepared for developers, administrators, and end-users, covering aspects such as system architecture, API documentation, deployment procedures, and user manuals. The API documentation can be done using Swagger. Training sessions shall be conducted for administrators responsible for managing the website backend and performing routine maintenance tasks.

3.5 Amadeus Digital Experience Suite (DES) API Integration

By following a systematic approach to Amadeus API integration, the development team can ensure that the airline website seamlessly leverages the power of the Amadeus platform to deliver enhanced flight search, booking, and management capabilities to its customers.

3.5.1	Understanding Amadeus API	<ul style="list-style-type: none"> Before integration begins, the development team shall thoroughly review the documentation provided by Amadeus, gaining an understanding of the available endpoints, authentication methods, data formats, and rate limits. The team shall identify the specific APIs within Amadeus that are relevant to the airline's needs, such as the Flight Offers Search API, Flight Offers Price API, Booking APIs, etc.
3.5.2	Authentication and Authorization	<ul style="list-style-type: none"> Amadeus DES API requires authentication to access its endpoints securely. The development team shall implement the required authentication mechanism, which

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		<p>could be based on API keys, OAuth tokens, or JWT tokens.</p> <ul style="list-style-type: none"> User permissions and scopes shall be configured to ensure that the website can only access the necessary endpoints and data within the scope of its functionality.
3.5.3	Integration Design	<ul style="list-style-type: none"> Based on the requirements gathered during the analysis phase, the development team shall design the integration architecture, defining how the website shall communicate with the Amadeus API. This may involve designing RESTful API endpoints on the website's backend to handle requests and responses between the frontend and the Amadeus API.
3.5.4	API Integration Implementation	<ul style="list-style-type: none"> The vendor's Developers shall write code to integrate the necessary API calls into the website's backend logic, using programming languages and frameworks such as Node.js, Python, Java, etc. The vendor's Integration specialists shall handle the communication between the website and the Amadeus API, sending requests for flight search, availability, pricing, and booking, and processing the responses returned by the API. Error handling mechanisms shall be implemented to gracefully handle scenarios such as API timeouts, rate limit exceeded errors, and invalid responses from the Amadeus API.
3.5.5	Data Mapping and Transformation	<ul style="list-style-type: none"> The data returned by the Amadeus API may need to be mapped and transformed to match the data structures expected by the website's frontend or backend systems. Integration specialists shall ensure that data fields such as flight details, pricing information, seat availability, and booking status are accurately mapped and converted into the appropriate formats.
3.5.6	Testing and Validation	<ul style="list-style-type: none"> The integrated functionality shall undergo rigorous testing to ensure that it meets the specified requirements and performs reliably under various scenarios. Testing shall include both functional testing (e.g., verifying that flight search results are accurate, booking transactions are successful) and non-functional testing (e.g., performance testing, security testing).

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		<ul style="list-style-type: none"> Integration tests shall be conducted to validate end-to-end communication between the website and the Amadeus API, including handling of edge cases and error scenarios.
3.5.7	Monitoring and Maintenance	<ul style="list-style-type: none"> After deployment, the integrated system shall be monitored continuously to ensure that it remains operational and performs optimally. Monitoring tools and dashboards shall be set up to track API usage, response times, error rates, and other key metrics. Regular maintenance activities shall include updating API credentials, handling API version upgrades, and addressing any changes or deprecations in the Amadeus API.
3.5.8	Documentation and Support	<ul style="list-style-type: none"> Comprehensive documentation shall be prepared to guide developers, administrators, and support staff on how to use and troubleshoot the Amadeus API integration. Support channels shall be established to provide assistance and address any issues encountered during integration or post-deployment.

3.6 Security Implementation

By implementing a comprehensive security framework encompassing these measures, the airline website can effectively mitigate security risks and protect sensitive data, ensuring a safe and trustworthy online experience for its customers.

	Data Encryption	<ul style="list-style-type: none"> All sensitive data transmitted between the website and users' browsers, as well as between the website and backend servers, should be encrypted using industry-standard encryption protocols such as SSL/TLS. HTTPS should be enforced across the entire website to prevent unauthorized interception or tampering of data in transit.
	Authentication and Authorization	<ul style="list-style-type: none"> Implement secure authentication mechanisms to verify the identity of users accessing the website backend. This may involve techniques such as username/password authentication, multi-factor authentication (MFA), or federated authentication using OAuth or SAML. The implementation used should offer protection against brute force attacks. Enforce strong password policies, such as minimum length requirements, complexity rules, and regular password expiration. Role-based access control (RBAC) should be implemented to restrict access to sensitive

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		functionality and data based on users' roles and permissions.
	Input Validation and Output Encoding	<ul style="list-style-type: none"> ▪ Implement input validation on all user inputs to prevent common web vulnerabilities such as SQL injection, cross-site scripting (XSS), and cross-site request forgery (CSRF). ▪ Validate and sanitize input data on the server-side to ensure that it adheres to expected formats and does not contain malicious code. ▪ Encode output data to prevent XSS attacks by escaping special characters and HTML-encoding user-generated content before rendering it in web pages.
	Session Management	<ul style="list-style-type: none"> ▪ Implement secure session management to authenticate and track user sessions throughout their interactions with the website. ▪ Use secure, randomly generated session tokens with sufficient entropy to prevent session fixation attacks. ▪ Enforce session timeouts and implement mechanisms to invalidate sessions after periods of inactivity or when users log out.
	Security Headers	<ul style="list-style-type: none"> ▪ Utilize security headers such as Content Security Policy (CSP), HTTP Strict Transport Security (HSTS), X-Content-Type-Options, X-Frame-Options, and X-XSS-Protection to mitigate various types of web attacks and enhance the security posture of the website. ▪ Configure these headers appropriately to control the behaviour of web browsers and protect against common security vulnerabilities.
	Secure Coding Practices	<ul style="list-style-type: none"> ▪ Follow secure coding practices and guidelines such as the OWASP (Open Web Application Security Project) Top Ten to mitigate security risks associated with web development. ▪ Use secure coding frameworks and libraries, and regularly update dependencies to address known vulnerabilities. ▪ Conduct code reviews and static code analysis to identify and remediate security flaws during the development lifecycle. ▪ Use environment variables to store secret keys and exclude them from version control.
	Regular Security Audits and Penetration Testing	<ul style="list-style-type: none"> ▪ Conduct regular security audits and vulnerability assessments to identify potential security weaknesses in the website's architecture, codebase, and configurations.

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		<ul style="list-style-type: none"> ▪ Perform penetration testing (pen testing) to simulate real-world attacks and assess the effectiveness of existing security controls. ▪ Address identified vulnerabilities promptly through patches, updates, or configuration changes, and prioritize fixes based on risk severity.
	Compliance and Regulatory Requirements	<ul style="list-style-type: none"> ▪ Ensure compliance with relevant regulations and standards such as GDPR (General Data Protection Regulation), PCI DSS (Payment Card Industry Data Security Standard), and industry-specific regulations governing the handling of personal and financial data. ▪ Implement measures to protect customer privacy, secure payment transactions, and maintain data confidentiality, integrity, and availability.
	Incident Response and Monitoring	<ul style="list-style-type: none"> ▪ Establish an incident response plan outlining procedures for detecting, responding to, and recovering from security incidents such as data breaches or cyberattacks. ▪ Implement logging and monitoring mechanisms to track and analyse security events, anomalies, and suspicious activities in real-time. ▪ Define escalation procedures and communication channels for reporting security incidents and coordinating response efforts.
	Employee Training and Awareness	<ul style="list-style-type: none"> ▪ Provide comprehensive security training and awareness programs for employees involved in website development, maintenance, and operations. ▪ Educate staff on security best practices, policies, and procedures to mitigate human errors and insider threats.

3.7 Testing and Quality Assurance

By following a comprehensive testing and QA process, the development team can identify and address issues early in the development lifecycle, ensuring that the airline website meets high-quality standards, performs reliably, and delivers a seamless user experience to its customers.

3.7.1	Requirement Verification	<ul style="list-style-type: none"> ▪ QA engineers begin by reviewing the requirements documentation to gain a thorough understanding of the expected functionality, user flows, and acceptance criteria.
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		<ul style="list-style-type: none"> ▪ They verify that the implemented features align with the documented requirements and address stakeholders' expectations.
3.7.2	Test Planning	<ul style="list-style-type: none"> ▪ Based on the requirements, QA engineers develop a test plan outlining the testing approach, objectives, scope, resources, and timelines. ▪ Test cases are designed to cover different scenarios, including positive and negative test cases, edge cases, and boundary conditions.
3.7.3	Functional Testing	<ul style="list-style-type: none"> ▪ Functional testing ensures that each feature of the website functions as expected according to the requirements. ▪ Test cases are executed to validate functionalities such as flight search, booking, payment processing, user registration, authentication, itinerary management, and error handling. ▪ Functional testing also includes verifying the integration with the Amadeus API, ensuring accurate retrieval of flight data and seamless booking transactions.
3.7.4	User Experience (UX) Testing	<ul style="list-style-type: none"> ▪ UX testing evaluates the overall user experience of the website, focusing on usability, accessibility, and user interface design. ▪ Usability testing involves real users performing tasks on the website to identify any usability issues, navigation problems, or areas for improvement. ▪ Accessibility testing ensures that the website complies with accessibility standards (e.g., WCAG) and is usable by people with disabilities, including those using assistive technologies such as screen readers.
3.7.5	Performance Testing	<ul style="list-style-type: none"> ▪ Performance testing assesses the website's responsiveness, scalability, and stability under different load conditions. ▪ Load testing evaluates how the website performs under expected and peak traffic loads, identifying any performance bottlenecks or degradation in response times. ▪ Stress testing determines the website's behaviour under extreme load conditions, pushing it beyond its capacity to identify failure points and performance limits. ▪ Scalability testing assesses the website's ability to handle increasing loads by adding

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		more resources or scaling out infrastructure components.
3.7.6	Security Testing	<ul style="list-style-type: none"> ▪ Security testing identifies vulnerabilities and weaknesses in the website's architecture, code, and configurations. ▪ Vulnerability assessments and penetration testing are conducted to simulate real-world attacks and assess the effectiveness of security controls. ▪ Security testing covers areas such as authentication mechanisms, input validation, data encryption, session management, and protection against common web vulnerabilities (e.g., XSS, CSRF, SQL injection).
3.7.7	Cross-Browser and Cross-Device Testing	<ul style="list-style-type: none"> ▪ Cross-browser testing ensures that the website renders and functions consistently across different web browsers such as Chrome, Firefox, Safari, and Edge. ▪ Cross-device testing verifies that the website is responsive and compatible with various devices, including desktops, laptops, tablets, and smartphones. ▪ Testing is conducted on different operating systems and screen sizes to ensure a seamless user experience across diverse environments.
3.7.8	Regression Testing	<ul style="list-style-type: none"> ▪ Regression testing is performed to verify that recent code changes or updates have not introduced new defects or unintended side effects. ▪ Test cases covering critical functionalities and previously fixed issues are re-executed to ensure that the website remains stable and functional after modifications.
3.7.9	Documentation and Reporting	<ul style="list-style-type: none"> ▪ QA engineers document test results, including identified defects, issues, and observations, along with steps to reproduce and screenshots or recordings if applicable. ▪ Test reports are generated to provide stakeholders with insights into the overall quality of the website, highlighting areas of improvement and readiness for release.
3.7.10	User Acceptance Testing (UAT)	<ul style="list-style-type: none"> ▪ UAT involves end-users or representatives from the airline testing the website to validate that it meets their expectations and business needs. ▪ Feedback and issues identified during UAT are addressed and resolved before finalizing the website for deployment.

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3.7.11	Continuous Integration and Continuous Deployment (CI/CD)	<ul style="list-style-type: none"> ▪ CI/CD pipelines automate the process of building, testing, and deploying changes to the website, ensuring rapid and reliable delivery of updates while maintaining quality standards. ▪ Automated testing tools and frameworks are integrated into the CI/CD pipeline to facilitate regression testing, performance testing, and other types of testing as part of the development workflow.
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3.8 Deployment and Maintenance

The vendor shall follow robust deployment and maintenance practices, to ensure the website remains resilient, secure, and relevant in the ever-evolving digital landscape, providing users with a reliable and engaging online experience while supporting the airline's business objectives.

3.8.1	Deployment Planning	<ul style="list-style-type: none"> ▪ Prior to deployment, a deployment plan is developed outlining the steps, resources, and timeline required to transition the website from the development environment to the production environment. ▪ Deployment environments, including staging and production servers, are set up and configured to mirror the production environment as closely as possible. ▪ Rollback procedures are established to revert to the previous version of the website in case of deployment failures or critical issues.
3.8.2	Continuous Integration and Continuous Deployment (CI/CD)	<ul style="list-style-type: none"> ▪ CI/CD pipelines automate the process of building, testing, and deploying changes to the website, enabling rapid and reliable delivery of updates. ▪ Automated deployment scripts or tools (e.g., Jenkins, GitLab CI/CD, AWS Code Pipeline) are used to streamline the deployment process and minimize manual intervention.
3.8.3	Release Management	<ul style="list-style-type: none"> ▪ Release management practices are followed to ensure that new features, enhancements, and bug fixes are delivered to production in a controlled and predictable manner. ▪ Releases are scheduled during off-peak hours to minimize disruption to users and business operations, with appropriate communication and coordination among stakeholders.
3.8.4	Monitoring and Performance Tuning	<ul style="list-style-type: none"> ▪ Monitoring tools and dashboards are set up to track key performance indicators (KPIs) such as website uptime, response times, error rates, and resource utilization.

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		<ul style="list-style-type: none"> ▪ Performance tuning techniques are applied to optimize website performance and ensure responsiveness under varying load conditions. ▪ Regular performance assessments and capacity planning help anticipate and address scalability requirements as traffic volumes fluctuate over time.
3.8.5	Security Patching and Updates	<ul style="list-style-type: none"> ▪ Regular security patches and updates are applied to the website's underlying software components, including the operating system, web server, database server, and third-party libraries. ▪ Vulnerability management processes are implemented to identify and address security vulnerabilities promptly, prioritizing patches based on severity and impact.
3.8.6	Backup and Disaster Recovery	<ul style="list-style-type: none"> ▪ Automated backup mechanisms are implemented to regularly back up website data, configurations, and files, ensuring data integrity and facilitating disaster recovery in case of data loss or system failure. ▪ Disaster recovery plans are developed and tested to restore the website to a functional state within predefined recovery time objectives (RTOs) and recovery point objectives (RPOs) in the event of catastrophic incidents.
3.8.7	Content Management and Updates	<ul style="list-style-type: none"> ▪ Content management systems (CMS) or content authoring workflows are established to facilitate the creation, editing, and publishing of website content by authorized administrators or content contributors. ▪ Version control systems are used to track changes to website content and configurations, enabling rollback to previous versions if necessary.
3.8.8	User Support and Helpdesk	<ul style="list-style-type: none"> ▪ A user support system or helpdesk is set up to address user inquiries, feedback, and issues related to website functionality, usability, and performance. ▪ Support staff are trained to assist users with common tasks, troubleshoot technical issues, and escalate complex problems to appropriate teams for resolution.
3.8.9	Compliance and Regulatory Updates	<ul style="list-style-type: none"> ▪ Regular audits and assessments are conducted to ensure compliance with applicable regulations, industry standards, and best practices governing data privacy, security, accessibility, and user rights.

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		<ul style="list-style-type: none"> Updates are made to website policies, terms of service, and privacy notices to reflect changes in regulations or business practices.
3.8.10	Continuous Improvement	<ul style="list-style-type: none"> Feedback mechanisms, user analytics, and performance metrics are analyzed to identify areas for improvement and inform future enhancements to the website. Iterative development cycles and agile methodologies are employed to prioritize and implement incremental improvements based on user needs, business goals, and technological advancements.

4. Intellectual Property Ownership

Clear delineation of intellectual property (IP) ownership is essential to safeguarding Uganda Airlines' interests and ensuring legal compliance in the development and deployment of its website and associated technologies. The following considerations shall govern IP ownership:

a)	Custom Software Development	<ul style="list-style-type: none"> Uganda Airlines shall retain full ownership of any custom software, code, scripts, or algorithms developed specifically for its website. This includes the custom Content Management System (CMS) and any proprietary modules or functionalities created by the vendor. All source code shall be stored on a GitHub repository owned by Uganda Airlines.
b)	Third-Party Integrations and APIs	<ul style="list-style-type: none"> While Uganda Airlines shall leverage third-party solutions such as the Amadeus Digital Experience Suite (DES), Travel Offer Marketing Platforms, Ancillary revenue solutions, and Travel Document Verification system, it is crucial to clarify the ownership rights of these integrated components. Typically, the intellectual property rights for these third-party solutions remain with the respective vendors, governed by their terms of service and licensing agreements.
c)	Content and Creative Assets	<ul style="list-style-type: none"> Original content, graphics, multimedia elements, and branding assets produced or commissioned by Uganda Airlines for the website shall be owned by the airline. This includes logos, images, videos, promotional materials, and textual content created for marketing, branding, or informational purposes.
d)	License Agreements and Usage Rights	<ul style="list-style-type: none"> Uganda Airlines may enter into license agreements with third-party content providers, stock media libraries, icon libraries

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		or software vendors to obtain usage rights for copyrighted materials, such as stock photos, videos, or software libraries. Ownership of these materials typically remains with the content creators or licensors, with Uganda Airlines acquiring limited usage rights as per the terms of the license agreements.
e)	Contractual Agreements and Work-for-Hire Arrangements	<ul style="list-style-type: none"> ▪ Any subcontractors, consultants, or external service providers that shall be engaged by Uganda Airlines to assist in website development or content creation shall adhere to contractual agreements specifying IP ownership and confidentiality obligations. Work-for-hire arrangements shall stipulate that the deliverables produced by external parties become the property of Uganda Airlines upon completion and payment.
f)	Intellectual Property Assignment Clause	<ul style="list-style-type: none"> ▪ Uganda Airlines shall include an intellectual property assignment clause in contract with the successful vendor. This clause shall explicitly state that any intellectual property created or contributed to the project shall be the exclusive property of Uganda Airlines, ensuring clarity and enforceability of IP rights.

5. Minimum Viable Product (MVP)

In the context of the Uganda Airlines website development project, the Minimum Viable Product (MVP) represents the core features and functionalities necessary to launch the website successfully and begin serving customers' needs. The MVP approach enables Uganda Airlines to prioritize essential features, validate key assumptions, and iteratively refine the website based on user feedback and market response. The MVP shall include the following key components:

a)	Flight Search and Booking Functionality	<ul style="list-style-type: none"> ▪ The MVP shall feature a robust flight search and booking engine that allows users to search for flights based on their desired destinations, dates, and preferences. Users should be able to view available flight options, select seats, and complete the booking process seamlessly.
b)	Responsive Web Design	<ul style="list-style-type: none"> ▪ The MVP website shall be designed with responsive web design principles to ensure optimal performance and usability across various devices and screen sizes, including desktops, laptops, tablets, and smartphones.
c)	Integration with Amadeus DES API	<ul style="list-style-type: none"> ▪ Integration with the Amadeus API shall enable real-time access to flight information, availability, and pricing data. The MVP shall leverage the Amadeus API to power the flight

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		search and booking functionalities, providing users with accurate and up-to-date information
d)	Content Management System (CMS)	<ul style="list-style-type: none"> The MVP shall be supported by a custom Content Management System (CMS) that allows administrators to manage website content, update promotional offers, and publish news or announcements. The CMS should enable easy content creation, editing, and publishing workflows. The CMS should make use of a WYSIWYG editor. The CMS should allow the user to change the slider on the home page.
e)	Payment Gateway Integration	<ul style="list-style-type: none"> The MVP shall integrate with a secure payment gateway to facilitate online payments for flight bookings. Users should be able to make payments using credit/debit cards, mobile wallets, or other preferred payment methods securely.
f)	Basic Analytics and Reporting	<ul style="list-style-type: none"> The MVP shall include basic analytics and reporting capabilities to track key performance metrics such as website traffic, user engagement, and conversion rates. Analytical insights shall inform decision-making and optimization efforts. This shall be done by integrating Microsoft Clarity.
g)	Security and Compliance	<ul style="list-style-type: none"> The MVP shall prioritize security and compliance requirements, implementing necessary measures to protect user data, secure transactions, and comply with relevant regulations such as GDPR (General Data Protection Regulation) and PCI DSS (Payment Card Industry Data Security Standard).
h)	Scalability and Performance	<ul style="list-style-type: none"> The MVP architecture shall be designed for scalability and performance, ensuring that the website can handle increasing traffic volumes and maintain responsiveness under load. Performance testing shall be conducted to identify and address potential bottlenecks.
i)	Search Engine Optimization	<ul style="list-style-type: none"> Dedicated efforts shall be made to implement SEO strategies and best practices within the MVP to ensure that the website ranks prominently on search engine results pages (SERPs). By prioritizing SEO as part of the MVP, Uganda Airlines aims to attract organic traffic, improve user discoverability, and establish a strong online presence from the outset of the website launch.

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By focusing on delivering a Minimum Viable Product with these essential features and functionalities, Uganda Airlines can launch the website expediently, gather valuable user feedback, and iterate on subsequent iterations to enhance the website's capabilities and user experience iteratively.

6. Deliverables

The Uganda Airlines website development project shall produce several key deliverables to achieve its objectives effectively. These deliverables encompass various aspects of the project, including technical components, documentation, and operational processes. While the primary deliverable is the development and integration of the Uganda Airlines website with the Amadeus Digital Experience Suite (DES), Travel Offer Marketing Platforms, Ancillary revenue solutions, and Travel Document Verification system including front-end and back-end development, user interface design, and deployment on the Microsoft Azure cloud infrastructure. The following list outlines the other deliverables in light of the project's requirements and considerations:

a)	Requirements Documentation	<ul style="list-style-type: none">Detailed requirements documentation shall be provided, outlining the functional and non-functional requirements of the website. This includes user stories, use cases, wireframes, and acceptance criteria to guide development efforts and ensure alignment with Uganda Airlines' business objectives and user needs.
b)	Website Design Mockups	<ul style="list-style-type: none">Visual design mockups and prototypes shall be delivered to illustrate the website's user interface, layout, and branding elements. These mockups shall depict the look and feel of the website, including color schemes, typography, navigation menus, and interactive elements, allowing stakeholders to visualize the final product and provide feedback before development begins.
c)	Deployment Plan and Implementation Documentation	<ul style="list-style-type: none">A comprehensive deployment plan and implementation documentation shall be provided to facilitate the smooth transition of the website from development to production environments. This includes step-by-step instructions for deploying website components, configuring server settings, migrating data, and conducting post-deployment testing and validation.
d)	Minimum Viable Product (MVP)	<ul style="list-style-type: none">The Minimum Viable Product (MVP) shall include essential features and functionalities required for the initial launch of the website. This encompasses flight search and booking capabilities, user account management, responsive web design, integration with the Amadeus API, basic content management,

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		payment gateway integration, basic analytics, and security measures.
e)	Custom Content Management System (CMS)	<ul style="list-style-type: none"> ▪ A custom Content Management System (CMS) tailored to Uganda Airlines' requirements shall be delivered to support the website's content management needs. The CMS shall enable administrators to manage website content, update promotional offers, publish news or announcements, and maintain user accounts.
f)	Technical Documentation and Manuals	<ul style="list-style-type: none"> ▪ Comprehensive technical documentation and user manuals shall be provided to facilitate system understanding, maintenance, and troubleshooting. This includes architectural diagrams, API documentation, deployment instructions, user guides for administrators and end-users, and best practices for system management.
g)	Training and Knowledge Transfer	<ul style="list-style-type: none"> ▪ Training sessions and knowledge transfer sessions shall be conducted to empower Uganda Airlines' staff with the necessary skills and knowledge to operate, manage, and maintain the website effectively. Training shall cover CMS usage, system administration, content management, and basic troubleshooting procedures.
h)	Quality Assurance Reports	<ul style="list-style-type: none"> ▪ Quality assurance reports detailing the results of testing and quality assurance activities shall be provided. This includes test plans, test cases, test results, bug reports, and recommendations for improving system performance, security, and reliability.
i)	Project Management Artifacts	<ul style="list-style-type: none"> ▪ Project management artifacts such as project plans, schedules, progress reports, risk registers, and meeting minutes shall be delivered to provide transparency and accountability throughout the project lifecycle. These artifacts document project milestones, resource allocations, budget expenditures, and key decisions made during project execution.
j)	Post-launch Support and Maintenance Services	<ul style="list-style-type: none"> ▪ Post-launch support and maintenance services shall be offered to ensure the ongoing operation, security, and performance of the website. This includes bug fixes, security patches, software updates, performance tuning, and helpdesk support to address user inquiries and technical issues

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7. Timelines

The timelines for the project shall be structured to accommodate the various phases of the project, including planning, design, development, testing, deployment, and post-launch support. The following timeline provides an overview of the estimated durations for each phase:

a)	Requirements Gathering and Documentation	During this phase, the project team shall collaborate with Uganda Airlines stakeholders to gather and document the project requirements. This includes conducting stakeholder interviews, analyzing business needs, and defining functional and non-functional requirements.	2 weeks
b)	Design and Mockup Creation	The vendor shall create visual design mockups and prototypes based on the gathered requirements and branding guidelines. Stakeholders shall review and provide feedback on the mockups to ensure alignment with Uganda Airlines' brand identity and user experience goals.	3 weeks
c)	Development and Integration	The vendor shall commence building the website's front-end and back-end components, integrating with third-party APIs such as the Amadeus Digital Experience Suite, Travel Offer Marketing Platforms, Ancillary revenue solutions, and Travel Document Verification system. Development shall follow agile methodologies, with regular sprints and iterations to deliver incremental features.	8 weeks
d)	Testing and Quality Assurance	The vendor shall conduct thorough testing of the website's functionality, usability, performance, security, and compatibility across various devices and browsers. This includes manual and automated testing, regression testing, user acceptance testing (UAT), and accessibility testing to ensure compliance with industry standards and best practices	4 weeks
e)	Deployment and Implementation	The vendor shall execute the deployment plan and implement the website on Uganda Airlines' Microsoft Azure cloud infrastructure. This involves	2 weeks

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		configuring servers, migrating data, conducting final testing and validation, and ensuring a seamless transition to the production environment.	
f)	Training and Knowledge Transfer	Training sessions shall be conducted to educate Uganda Airlines staff on how to operate, manage, and maintain the website effectively. This includes training on using the custom Content Management System (CMS), administering website content, and performing basic troubleshooting tasks	1 week
g)	Post-launch Support and Maintenance	Following the website's launch, the project team shall provide ongoing support and maintenance services to address any issues, bugs, or enhancement requests. This includes monitoring website performance, applying software updates and security patches, and providing helpdesk support to assist users.	1 year (ongoing)

The timeline outlined above is an estimate and may be subject to adjustments based on project complexities, resource availability, and unforeseen challenges. Regular communication and collaboration between the project team and Uganda Airlines stakeholders shall be crucial to ensure adherence to the timeline and successful project delivery.

Part 3: Section 7

General Conditions of Contract for the Procurement of Non-Consultancy Services

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 the Procuring and Disposing Entity 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) “Procuring and Disposing Entity” means the entity purchasing the Services, as specified in the Agreement.
 - (j) “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
 - (k) “SCC” means the Special Conditions of Contract.
 - (l) “Services” means the services to be performed by the Provider as described in the contract.
 - (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.
 - (n) “Tribunal” means the Tribunal established under the Public Procurement and Disposal of Public Assets Act 2003.
- 1.3 The word “Government” shall mean the Government of the Republic of Uganda.
- 1.4 If the context so requires it, singular means plural and vice versa.
- 1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring and Disposing Entity and the Provider.

2 Corrupt Practices

- 2.1 It is the Government of Uganda’s policy to require that Procuring and Disposing Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standards of

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General Conditions of Contract for the Procurement of Non-Consultancy Services

ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

2.2 The Provider shall permit the Government of Uganda to inspect the Provider’s accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring and Disposing Entity may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Provider, during the procurement or the execution of that contract, without the Procuring and Disposing Entity having taken timely and appropriate action satisfactory to the Government of Uganda to remedy the situation.

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 the Procuring and Disposing Entity or the Provider may be taken or executed by the authorised representatives specified in the SCC.

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3.5 The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. 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

1.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring and Disposing Entity, shall be written in English unless specified otherwise in the SCC.

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

1.1 The Procuring and Disposing Entity 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 the Procuring and Disposing Entity of all subcontracts 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 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

9.1 The Procuring and Disposing Entity 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 the Procuring and Disposing Entity'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

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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, 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

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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 The Procuring and Disposing Entity 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 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 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 the Procuring and Disposing Entity;
 - (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 the Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;
 - (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
 - (g) the Provider, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
 - (h) where the Tribunal direct that a contract should be terminated.

14.2. Termination for Convenience

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- (a) The Procuring and Disposing Entity, 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 the Procuring and Disposing Entity'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 the Procuring and Disposing Entity at the Contract terms and prices. For the remains supplies, the Procuring and Disposing Entity 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 the Procuring and Disposing Entity, 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:
- (a) the Procuring and Disposing Entity 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) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Provider's notice specifying such breach;
 - (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) the Procuring and Disposing Entity 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.

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17 Settlement of Disputes

- 17.1 The Procuring and Disposing Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract 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 the Procuring and Disposing Entity 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. The Procuring and Disposing Entity 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, the Procuring and Disposing Entity 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 the Procuring and Disposing Entity

21 Provision of Information and Assistance

- 21.1 The Procuring and Disposing Entity 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 the Procuring and Disposing Entity at the end of the period of the Contract.
- 21.2 The Procuring and Disposing Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 21.3 The Procuring and Disposing Entity 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

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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 Contracts 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, the Procuring and Disposing Entity shall make to the Provider such payments in such manner as is provided by the Contract.
- 24.2 Payments made by the Procuring and Disposing Entity shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to the Procuring and Disposing Entity 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 the Procuring and Disposing Entity, no later than thirty days after submission of a request for payment by the Provider and its certification by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, the Procuring and Disposing Entity shall promptly advise the Provider of the reasons for rejection.
- 24.4 The Procuring and Disposing Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring and Disposing Entity shall notify the 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, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.
- 24.5 Any amount which the Procuring and Disposing Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to the Procuring and Disposing Entity within thirty days after receipt by the Provider of a notice thereof. Any such claim by the Procuring and Disposing Entity for reimbursement must be made within twelve months after receipt by the Procuring and Disposing Entity of a final statement approved by the Procuring and Disposing Entity.

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.

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- 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 the Procuring and Disposing Entity 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.
- 26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify the Procuring and Disposing Entity 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 the Procuring and Disposing Entity 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 the Procuring and Disposing Entity's legitimate interests, pursuant to Conditions of this Contract
- 26.4 The Provider shall obtain the Procuring and Disposing Entity's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (b) any other action that may be specified in the SCC.
- 26.5 The Provider shall furnish the Procuring and Disposing Entity with any personnel data or information required by the Procuring and Disposing Entity 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 the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

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29 Indemnification

- 29.1 At its own expense, the Provider shall indemnify, protect and defend, the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
- 29.2 At its own expense, the Provider shall indemnify, protect and defend the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:
- (a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;
 - (b) the ceiling on the 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 Procuring and Disposing Entity 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) the Procuring and Disposing Entity 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 the Procuring and Disposing Entity.
- 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 the Procuring and Disposing Entity as shall be specified in the SCC.
- 29.2 The Provider shall at the Procuring and Disposing Entity's request, provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained.

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.

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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 the Procuring and Disposing Entity, 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 the Procuring and Disposing Entity, the Provider shall work the hours agreed with the Procuring and Disposing Entity where not specified in the Statement of Requirements or the SCC.

35 Replacement of Personnel

35.1 If the Procuring and Disposing Entity 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 the Procuring and Disposing Entity.

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

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

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

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: UNACL/NCONS/23-24/00315
GCC 1.2(e)	Eligible Countries: 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: <ul style="list-style-type: none">• Registered/Notarized Powers of Attorney
GCC 3.4	Authorised Representatives: The Authorised Representatives are: For the Procuring and Disposing Entity: The Chief Executive Officer For the Provider
GCC 4.1	Law: The Governing Law shall be the Law of Uganda.
GCC 5.1	Language: The language of the contract shall be English.

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GCC clause reference	Special Conditions of Contract
GCC 6.1	<p>For Notices, the Procuring and Disposing Entity’s address shall be: Attention: The Chief Executive Office Street Address: Eagle Air Hangar Complex Floor/Room number: Town/City: Entebbe PO Box: 431 Entebbe Country: Uganda Telephone: +256200 406400 Email address: urprocurement@ugandairlines.com</p> <p>For Notices, the Provider’s address shall be: Attention: Street Address: Floor/Room number: Town/City: PO Box: Country: Telephone: Facsimile number: Email address:</p>
GCC 17.2	<p>Dispute settlement: Any dispute between parties arising under or related to this contract that cannot be settled amicably may be referred by either party to litigation in a court of law in Uganda.</p>
GCC 19.1	<p>Commencement: The Period within which Services shall have commenced following the date of the Agreement is: Effective date of contract agreement</p>
GCC 20.1	<p>Completion: The Services shall be completed by/shall be performed for a period of: Twelve (12) calendar months renewable upon satisfactory performance</p>
GCC 22.3	<p>Payment Schedule: The payment schedule shall be: Per milestone completed, signed off, and invoiced as broken down/speculated in schedule 4: Price Schedule.</p>
GCC 24.2	<p>Documentation for Payment: The following documentation shall be required to support invoices requesting payments:</p> <ul style="list-style-type: none"> ▪ Contract Manager’s signoff on Satisfactory Delivery of each milestone.
GCC 24.3	<p>Payment Period: Payment shall be made by the Procuring and Disposing Entity within Thirty (30) days of receipt of the invoice and the relevant documents specified in Clause 24.2.</p>
GCC 26.4(b)	<p>The Procuring and Disposing Entity’s prior approval: The Procuring and Disposing Entity’s prior approval is also required for</p>
GCC 29.3	<p>Total Liability: The total liability under the Contract shall be determined at contract signing.</p>
GCC 30.1	<p>Insurance taken out by Provider: The risks and coverage shall be:</p> <ul style="list-style-type: none"> (i) Employer’s liability and workers’ compensation (ii) Professional liability (v) Loss or damage to equipment and property (vi) Other

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GCC clause reference	Special Conditions of Contract
GCC 34.1	Working hours: The working hours for the Provider shall be: 24hours, Seven days a week.