



Uganda Railways Corporation

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Plot 57, Nasser Road

P O Box 7150

KAMPALA, Uganda

Our Ref: URC/AfDB/CONS/2024-25/0018 Your Ref:

11th May, 2026

To All Bidder.

Supply, Delivery, Commissioning of Assorted Railway Track Maintenance Equipment including Training of Maintenance & Operations Personnel

URC/AfDB/Goods/2024-25/0020

RESPONSES TO REQUESTS FOR CLARIFICATIONS.

Reference is made to the above procurement. A number of Bidders have shown interest and sought clarification on a number of issues.

Please find attached Addendum No. 2 and responses to the requests.

Note: The Bid submission deadline date has been extended from 14th May, 2026 at 11:00am to 22nd May 2026 at 11:00am. The Public Bid opening will also take place on the same day 22nd May 2026 at 11:30am at the URC Head Office.

Ssozi Moses Musisi

Head Procurement and Disposal Unit.



ADDENDUM No. 2

SUPPLY, DELIVERY, COMMISSIONING OF ASSORTED RAILWAY TRACK MAINTENANCE EQUIPMENT INCLUDING TRAINING OF MAINTENANCE & OPERATIONS PERSONNEL

PROC REF NO: URC/AFDB/Goods/2024-25/0020

AMMENDMENTS TO TENDER DOCUMENT FOR SUPPLY, DELIVERY, COMMISSIONING OF ASSORTED RAILWAY TRACK MAINTENANCE EQUIPMENT INCLUDING TRAINING OF MAINTENANCE & OPERATIONS PERSONNEL

S/N	Original Text In Tender Document	Reference.	Amendments in the Tender Document
1.	CIP URC Kampala DPF Yard, Kampala, Uganda	Section IX – Special Conditions of Contract GCC 4.2 (a), Page 189 Section VII – Schedule Requirements; List of Goods and Delivery Schedule 60,99,123,137,189	DDP URC Kampala DPF Yard, Kampala, Uganda However, bidders are notified that the equipment is tax exempt as per the East African Community Customs Management Act (EACCOMA) 2004 under Section 114 and item 24 (f), Part B of the Fifth Schedule.
2.	(v) Retention money: Ten (10) percentage of the Contract Price shall be retained and shall be paid upon expiry of the warranty period of the goods / supplies	Section IX – Special Conditions of Contract GCC 16.1 (v), Page 192	(v) Retention money: Ten (10) percentage of the Contract Price shall be retained and shall be released as follows; <ul style="list-style-type: none"> • 5% after commissioning and acceptance. • 5% against an unconditional Bank Guarantee which shall be valid to cover the warranty period.

S/N	Original Text In Tender Document	Reference.	Amendments in the Tender Document
3	<p>The period of validity of the Warranty shall be: 365 days For purposes of the Warranty, the place(s) of final destination(s) shall be: URC Kampala DPF Yard, Kampala, Uganda. During the warranty period, the supplier shall avail in the purchaser's country at least two (2) technical personnel upon request by the purchaser at the supplier's cost.</p>	<p>Section IX – Special Conditions of Contract GCC 28.3, Page 195,</p>	<p>The period of validity of the Warranty shall be: 2 years For purposes of the Warranty, the place(s) of final destination(s) shall be: URC Kampala DPF Yard, Kampala, Uganda. During the warranty period, the supplier shall avail in the purchaser's country at least two (2) technical personnel upon request by the purchaser, as and when required at the supplier's cost.</p>
4	<p>Combined Impact Power Wrench each supplied with 16 No. sockets (fully machined made of nickel chrome steel alloy, case hardened and tempered with pin fixing device) for bolts with hexagonal nuts as per breakdown below; 4 No. of 38mm, 4 No. of 32mm, 4 No. of 36mm, 4 No. of 32mm</p>	<p>Section VII – Schedule Requirements; List of Goods and Delivery Schedule, Line item No. 7, Page 136.</p>	<p>Combined Impact Power Wrench each supplied with 16 No. sockets (fully machined made of nickel chrome steel alloy, case hardened and tempered with pin fixing device) for bolts with hexagonal nuts as per breakdown below; 4 No. of 38mm, 4 No. of 32mm, 4 No. of 36mm, 4 No. of 30mm</p>
5	<p>Rail Drilling Equipment each supplied with 16 No. Helical drill bits (HSS), Morse taper No. 3 shank – 226 mm long, as per breakdown below; 4 No. of 29mm, 4 No. of 26mm, 4 No. of 24mm & 4 No. of 28mm</p>	<p>Section VII – Schedule Requirements; List of Goods and Delivery Schedule, Line item No. 4, Page 135.</p>	<p>Rail Drilling Equipment each supplied with 16 No. Helical drill bits (HSS), Morse taper No. 3 shank – 226 mm long, as per breakdown below; 4 No. of 29mm, 4 No. of 26mm, 4 No. of 24mm & 4 No. of 28mm. The Rail profiles are; UIC 54, 80R, 80OBS, 60N, 50N, 50OBS rail profiles</p>
6	<p>iv) The Socket T-Wrench shall have a T handle length of 0.6m and a height of 0.7m</p>	<p>Section VII – Schedule Requirements; Socket T-Wrench; Line item No. 4, Page 154.</p>	<p>iv) The Socket T-Wrench shall have a T handle length of 0.6m and a maximum height of 0.7m.</p>

S/N	Original Text In Tender Document	Reference.	Amendments in the Tender Document
7	<p>Bids must be delivered to the address below on or before 14th May, 2026 at 11:00am. Electronic Bidding will NOT be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below;</p> <p>Attention: Head Procurement & Disposal Unit Street Address: First Floor, URC Headquarters Building, Plot 57, Nasser Road, Kampala Floor/Room number: Procurement and Disposal Office, Kampala ZIP/Postal Code: Uganda Country: Uganda</p>	<p>Addendum No 1 item 1</p>	<p>Bids must be delivered to the address below on or before 22nd May, 2026 at 11:00am. Electronic Bidding will NOT be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below;</p> <p>Attention: Head Procurement & Disposal Unit Street Address: First Floor, URC Headquarters Building, Plot 57, Nasser Road, Kampala Floor/Room number: Procurement and Disposal Office, Kampala ZIP/Postal Code: Uganda Country: Uganda</p>
8	<p>For Bid submission purposes only, the Purchaser's address is: Attention: Head Procurement & Disposal Unit Street Address: First Floor, URC Headquarters Building, Plot 57, Nasser Road, Kampala Floor/Room number: Procurement and Disposal Office, Kampala City: Kampala ZIP/Postal Code: Uganda Country: Uganda The deadline for Bid submission is: Date: 14th May, 2026 Time: 11:00am local time Bidders shall NOT have the option of submitting their Bids electronically. The electronic Bidding submission procedures shall be: Not Applicable</p>	<p>Addendum No 1 item 2</p>	<p>For Bid submission purposes only, the Purchaser's address is: Attention: Head Procurement & Disposal Unit Street Address: First Floor, URC Headquarters Building, Plot 57, Nasser Road, Kampala Floor/Room number: Procurement and Disposal Office, Kampala City: Kampala ZIP/Postal Code: Uganda Country: Uganda The deadline for Bid submission is: Date: 22nd May, 2026 Time: 11:00am local time Bidders shall NOT have the option of submitting their Bids electronically. The electronic Bidding submission procedures shall be: Not Applicable</p>

S/N	Original Text In Tender Document	Reference.	Amendments in the Tender Document
9	<p>The Bid opening shall take place at: Street Address: Plot 57, Nasser Road, URC Headquarters Building Floor/ Room number: Procurement and Disposal Office, City: Kampala ZIP/Postal Code: Country: Uganda Date: 14th May, 2026 Time: 11:30am local time The electronic Bid opening procedures shall be: Not Applicable</p>	<p>Addendum No 1 item 3</p>	<p>The Bid opening shall take place at: Street Address: Plot 57, Nasser Road, URC Headquarters Building Floor/ Room number: Procurement and Disposal Office, City: Kampala ZIP/Postal Code: Country: Uganda Date: 22nd May, 2026 Time: 11:30am local time The electronic Bid opening procedures shall be: Not Applicable</p>



AFRICAN DEVELOPMENT BANK GROUP
GROUPE DE LA BANQUE AFRICAINE
DE DEVELOPPEMENT



RESPONSE MATRIX TO BIDDER'S REQUEST FOR CLARIFICATION IN REGARD TO SUPPLY, DELIVERY, COMMISSIONING OF ASSORTED RAILWAY TRACK MAINTENANCE EQUIPMENT INCLUDING TRAINING OF MAINTENANCE & OPERATIONS PERSONNEL

No	Bidder's Clarification Request	Reference in Tender Document	URC's response
1	An interested bidder requested for an extension on the submission dates from 10/April/2026 to 25/May/2026, this is due to requests from our various manufacturers. This is due to the equipment required by URC not being universal equipment, and also these railway track equipment are not manufactured by a single supplier/manufacturer for example like lot 4 and 5.	Specific Procurement Notice page x & Section II – Bid Data Sheet ITB 19.1, Pages 39, 40.	The Bid submission deadline date was extended from 10th April, 2026 at 11:00am to 14th May, 2026 at 11:00am. This has been addressed through an amendment within Addendum Number 1 Item 1.
2	Please provide all required forms in editable Word format.		The word format document will be provided to all bidders. However, the authentic document is the hard copy that was shared and initialled.
3	The Tender indicates delivery terms as "CIP URC Kampala DPF Yard, Uganda." According to Incoterms 2020, under CIP the Seller's risk transfers at the point of delivery to the first carrier, not at destination. We believe the Purchaser may have intended to indicate DAP Kampala DPF Yard, under which the Seller is responsible for delivery up to the named place of destination, while the Buyer handles import clearance, duties and taxes. Please confirm whether the intended delivery term is DAP Kampala DPF Yard.	Section IX – Special Conditions of Contract GCC 4.2 (a), Page 189	DDP URC Kampala DPF Yard, Kampala, Uganda. This has been addressed through an amendment within Addendum Number 2 Item 1

4	Please confirm that, in accordance with SCC 16.1, the Bidder is permitted to quote and be paid in its domestic currency, i.e., EUR.	Section IX – Special Conditions of Contract GCC 16.1, Page 191	Yes as stated within the Bidding Document under Section IX- Special Conditions of Contract GCC 16.1, Bidders are permitted to quote in foreign currency.
5	The Conditions of Contract do not define the payment mechanism for milestone payments beyond the Advance Payment. Please confirm that milestone payments will be made through an irrevocable Letter of Credit.	Section IX – Special Conditions of Contract GCC 16.1, Page 191, 192	<ul style="list-style-type: none"> • Milestones for payment are clearly stated in Special Conditions of Contract GCC 16.1 • Payment shall not be made through an Irrevocable Letter of Credit. Refer to Special Conditions of Contract GCC 16.1
6	Please consider allowing the 10% retention to be released upon commissioning and acceptance, against submission of a Retention Money Guarantee valid for the duration of the warranty period.	Section IX – Special Conditions of Contract GCC 16.1 (v), Page 192	<p>Retention money: Ten (10) percentage of the Contract Price shall be retained and shall be released as follows;</p> <ul style="list-style-type: none"> • 5% after commissioning and acceptance. • 5% against an unconditional Bank Guarantee which shall be valid to cover the warranty period. <p><i>This has been addressed through an amendment within Addendum Number 2, Item 2</i></p>
7	There is a discrepancy between SCC 28.3 (365 days) and Section VII, Schedule of Requirements (Warranty: 2 years). Please confirm the correct duration of the warranty period.	Section VII – Schedule of Requirements Pages; 105,117,129,146,155 & Section IX – Special Conditions of Contract GCC 28.3, Page 195	<p><i>The warrant period shall be 2 years after successful delivery and acceptance of Equipment.</i></p> <p><i>SCC 28.3 is amended</i></p> <p><i>This has been addressed through an amendment within Addendum Number 2 Item 3</i></p>
8	We could not identify the contractual trigger for the start of delivery obligations. Please confirm that delivery timelines begin upon receipt of the Advance Payment by the Supplier.		<i>The contractual trigger shall be after both parties sign the contract.</i>

9	Please confirm whether a single Bid Security covering all Lots tendered can be submitted, provided the amount is the cumulative value of the securities required for each Lot.	Specific Procurement Notice pages x, xi & Section II – Bid Data Sheet ITB 19.1, Pages 38, 39	A single bid security for each individual lot shall be submitted.
10	The Price Adjustment Formula included in the SCC appears to contradict SCC 15.1, which states that prices are not adjustable. Please confirm whether the Price Adjustment Formula at the end of the SCC will apply.	Section II- Bid Data Sheet; ITB 14.5 Page 37 and Section IX- Special Conditions of Contract GCC 15.1 page 191	Refer to Section II- Bid Data Sheet; ITB 14.5 and Section IX- Special Conditions of Contract GCC 15.1 Price Adjustment shall not be applicable.
11	Please consider extending the latest delivery date for Lot 2 in Section VII to 420 days.	Section VII – Schedule of Requirements; List of Goods and Delivery Schedule, Page 111.	The requirement of the latest delivery date shall remain as 365 days.
12	Section VII (page 119) requires the Supplier to provide meals for trainees. This requirement creates significant logistical challenges. Please consider assigning responsibility for meals for training participants to the Purchaser.	Section VII – Schedule of Requirements; B) Scope of work and expected output / deliverables (XIV) page 119.	The requirement stays as specified in the Tender document Section VII schedule of requirements.
13	Please confirm that Uganda Railways Corporation and local security authorities will provide permanent escort to our technicians during training activities in Uganda.		No. It's the responsibility of the provider to arrange for security of their technicians.

14	<p>Section VII requests a "supply of critical maintenance spare parts covering two years after the warranty period," valued at 1% of the equipment CIP price. However, no spare parts are requested during the warranty period. Please confirm that the intent is indeed to require spare parts only for the two years following the warranty period, and not during the warranty period.</p>	<p>Section VII Schedule of Requirements, Technical Specifications; 7. Maintenance: Spare Parts. Pages 105, 117, 130, 146.</p>	<p>Any defective parts will be replaced at no cost within the 2-year warranty period.</p> <p>The required spare parts are therefore to cover the period after the warranty period.</p>
15	<p>The requirement under ITB 35.6 (c) for the Supplier to provide, free of cost, any item or quantity not listed but deemed necessary for 25 years of operation is not feasible. Please consider removing or revising this requirement.</p>	<p>Section III – Evaluation and Qualification Criteria; 2.1 (c) page 45.</p>	<p>Please refer to Section II- Bid Data Sheet; ITB 16.4 which states the service life or the period of time the goods are expected to be functioning as 25 years.</p> <p>The stated requirement by the bidder is therefore not based on the bid document.</p> <p>The requirement is for the successful bidder to provide a comprehensive list of recommended spare parts.</p>
16	<p>Given the extensive scope, required documentation and time taking the bid bonds issuance, we request an extension of the bid submission deadline by at least 1.5 months, to 25 May 2026.</p>	<p>Specific Procurement Notice page x, & Section II – Bid Data Sheet ITB 19.1, Pages 39, 40.</p>	<p>This has been addressed through an amendment within Addendum Number 1 Item 1</p>

<p>17</p>	<p>We are writing to seek formal clarification regarding the Post Qualification Criteria under Section III and the instructions provided in Form Exp-1. The document currently states:</p> <ul style="list-style-type: none"> • "If the Bidder is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV." • "If Bidder is JV specify only those contracts that were performed by the same JV." <p>Regarding these provisions, we kindly request your guidance on the following:</p> <ol style="list-style-type: none"> i. Eligibility of New JVs: Does the requirement for evidence to be "in the name of the JV" imply that only pre-existing Joint Ventures with a shared history of performance are eligible to bid? ii. Does the performance have to be in similar items or will any other kind be acceptable? Can such an experience go back more than 10 to 15 years ago? iii. Aggregation of Partner Experience: Will the Procuring Entity accept the demonstrated usage and past performance of individual members of a newly formed JV to satisfy the qualification requirements, as is standard in multilateral development bank (e.g., AfDB) procurement guidelines? iv. Form Exp-1 Compliance: If a new JV is formed specifically for this tender, and the individual partners possess the required technical experience but have not previously executed a contract together as this specific JV entity, would their individual experiences be considered valid under Section III? 	<p>Section IV – Bidding Forms; page 78.</p>	<p>(i) Yes. The intention of the requirement is to allow for only relevant experience gained in a pre-existing Joint Ventures.</p> <p>(ii) Yes. It has to be of similar items. Reference is made to Section III-Evaluation and Qualification Criteria (iii) Experience and Technical Capacity pages 47 & 48 of the Bidding Document. List of performed contracts illustrating Experience shall be of similar nature (Railway Track Maintenance Equipment) executed in the last 10 years from 2025 backwards.</p> <p>(iii) No. Refer to (i) above.</p> <p>(iv) No. Refer to (i) above</p>
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18	<p>We respectfully request an extension of the submission deadline for the above-mentioned tender. Due to the extensive technical clarifications required and the time needed to finalize compliance with the tender requirements, we kindly seek an extension of five (5) weeks beyond the current deadline.</p>	<p><i>Specific Procurement Notice page x & Section II – Bid Data Sheet ITB 19.1, Pages 39, 40.</i></p>	<p><i>The Bid submission deadline date was extended from 10th April, 2026 at 11:00am to 14th May, 2026 at 11:00am.</i></p> <p><i>This has been addressed through an amendment within Addendum Number 1 Item 1.</i></p>
19	<p>Evaluation and Comparison of Bids: Page 40; Section II Bid Data Sheet ITB 35.6: In accordance to BDS adjustments as per Section III shall be not applicable. In Section III 2.1 Evaluation Criteria (page 45) sub clause a), b) and c) are described in detail and (d) (f) and (g) are marked as Not Applicable. → Shall a), b) and c) be understood as applicable or all adjustments be understood as not applicable?</p>	<p><i>Section II Bid Data Sheet ITB 35.6 page 41 & Section III-Evaluation and Qualification Criteria; 2. Experience (ITB 35.6) page 45</i></p>	<p><i>Price adjustment is not applicable.</i></p> <p><i>Reference is made to Section III-Evaluation and Qualification Criteria; 2. Experience (ITB 35.6) page 45 of the Bidding Document. The Evaluation Criteria (Other factors) (a), (b) and (c) are applicable as described.</i></p>
20	<p>Page 52 Litigation History: No stipulated period can be found in Forms in the documents for which the contract non-performance should be stated. → Please provide the year for which the form shall apply.</p>	<p><i>Section III – Evaluation and Qualification; Litigation History; page 52.</i></p>	<p><i>The Bidder shall list all pending cases 1st January, 2022</i></p>
21	<p>Pre-production inspection: Page 104; Section VII Schedule of Requirements, 4. Inspection and Testing: Pre-production and pre- shipment inspections shall be arranged for 4 URC staff while in SCC to GCC 26.1 (page 194) 8 personals should do conduct each inspection. → Shall the offer include 4 or 8 personals for each task?</p>	<p><i>Section VII Schedule of Requirements, 4. Inspection and Testing, Page 104.</i></p>	<p><i>There will be 4 URC staff participating in each activity and they will be undertaken at different times.</i></p>

22	<p>Warranty: Warranty is stated for 365 days in accordance with SSC for GCC 28.3 (page 195) while under Section VII – Schedule of Requirements, par. 6 two years are mentioned → Kindly confirm the intended warranty period.</p>	<p>Section VII – Schedule of Requirements Pages; 105,117,129,146,155 & Section IX – Special Conditions of Contract GCC 28.3, Page 195</p>	<p>The warrant period shall be 2 years after successful delivery and acceptance of Equipment. SCC 28.3 is amended This has been addressed through an amendment within Addendum Number 2 Item 3</p>
23	<p>Technical specifications Lot 1 → Please provide gauge clearance drawing and running wheel drawing → The offered machine will be in bogie design; two bogies, one bogie driven and one bogie idle (hydrostatic drive on one bogie). This design offers better running characteristics and extended maintenance intervals. Is a machine with 2 bogies acceptable? → 3-point light reference lining system: Is another 3-point measuring system, e.g. mechanical measuring system without laser, also acceptable? → Shall have MCA DA (Strengthened) coupler system for recovery in the event of failure: Please send us drawings, type, and documentation of the exact coupling system.</p>	<p>Section VII – Schedule of Requirements; C Working Conditions, Page 101.</p>	<p>Structure gauge drawing attached as Annex 1 to these clarifications. The running wheel will be designed by the bidder. Yes, it will be Acceptable. No. The requirement is to have 3-point light reference lining system. MCA DA coupler system drawing attached as Annex 2 to these clarifications</p>
/24	<p>For the current tender (IFB No. URC/AfDB/Goods/2024-25/0020), we intend to submit a bid for Lot 4 and Lot 5. However, the bidding documents do not explicitly specify whether: 1. A single consolidated bid document covering both lots should be submitted; or 2. Separate bid documents must be prepared and submitted for each lot independently.</p>	<p>Specific Procurement Notice pages x, xi & Section II – Bid Data Sheet ITB 19.1, Pages 38, 39</p>	<p>Separate bid documents must be prepared and submitted for each individual lot.</p>

25	<p>We further request a five-week extension of the current bid submission deadline. The additional time is required to ensure full compliance with all technical specifications, certifications, and documentation requirements.</p>	<p><i>Specific Procurement Notice page x & Section II – Bid Data Sheet ITB 19.1, Pages 39, 40.</i></p>	<p><i>This has been addressed through an amendment within Addendum Number 1 Item 1</i></p>
26	<p>We need a longer time for notarization, bid bond, and other related procedures, our company hereby requests a one-month extension of the bid submission deadline.</p>	<p><i>Specific Procurement Notice page x & Section II – Bid Data Sheet ITB 19.1, Pages 39, 40.</i></p>	<p><i>The Bid submission deadline date was extended from 10th April, 2026 at 11:00am to 14th May, 2026 at 11:00am.</i></p> <p><i>This has been addressed through an amendment within Addendum Number 1 Item 1.</i></p>
27	<p>The technical specifications outlined in this bidding document appear to be highly specific. For example, under Lot 4, Item 9 – Rail Track Geometry Measuring Trolley, Clause (A8) Xi) requires that the maximum weight shall not exceed 25 kg. Based on our market analysis, only a single product from Pandrol Company in the world meets this exact parameter. Furthermore, several other items within this lot appear to reflect technical characteristics aligned with Geismar Company products.</p> <p>Please kindly noted that Chinese railway equipment has been widely adopted in global markets, with strong performance records and extensive operational experience. China also possesses one of the most advanced and largest-scale railway transportation systems in the world. Our products are fully capable of meeting the intended functional requirements of this tender.</p> <p>However, certain technical parameters differ from those specified in the bidding document. For instance, our portable ballast tamping set adopts a hydraulic system and does not</p>		<p><i>Please refer to the individual technical specifications (minimum requirements) provided under section VII for the different lots.</i></p> <p><i>The technical specifications stated remain unchanged.</i></p> <p>For clarity, the Rail Track Geometry Measuring Trolley is a portable equipment and should therefore be light weight and as such a maximum allowable weight of 25kgs has been specified</p>

		<p>rely on an electrical system, resulting in higher operational efficiency and enhanced equipment stability.</p> <p>Regarding the Rail Track Geometry Measuring Trolley, our model has a weight of 35 kg; nevertheless, its overall performance, durability, and measurement accuracy exceed the requirements set forth in the tender specifications.</p> <p>In light of the above, we respectfully propose that the evaluation criteria be based on functional performance and overall technical capability, rather than strictly limiting specific parameters. This would allow for fair competition and enable the selection of the most cost-effective and technically reliable solutions.</p>
<p>XI) The power unit shall be wheel barrow mounted with a handle, have a 4 stroke diesel engine with at least a 5.2 Kw power rating, 2 electrical outlets (3 phase; 5 KVA, 400 V, 5.8 A and single phase; 3.7 kW, 230 V), a self-regulating asynchronous alternator, circuit breaker and direct transmission from the alternator to the engine.</p> <p>For clarity, these are minimum power requirements.</p>	<p><i>Section VII – Schedule of Requirements</i> <i>General Specifications for A1 Portable Ballast Tamping Set xI)</i> <i>Page 138</i></p>	<p>28</p> <p>We respectfully suggest that the technical specifications be refined to emphasize functional performance, operational efficiency, and safety requirements, while minimizing overly prescriptive or restrictive technical parameters. For example, requirements such as specifying a 400V power supply for the portable ballast tamping set may unintentionally limit broader market participation.</p> <p>Adopting a more performance-based approach would help encourage wider competition among qualified manufacturers, thereby enhancing value for money and enabling the client to select the most suitable and cost-effective solutions.</p>

<p>29</p>	<p>GCC 17: 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country. 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p> <ul style="list-style-type: none"> • <i>Please confirm the tax and duties can be exemptions 100% under Purchaser's efforts. If not, what the cost will be (percentage)?</i> 	<p>Section VIII – General Conditions of Contract GCC 17, Page 167</p>	<p><i>In accordance with the East African Community Customs Management Act (EACCMA) 2004 under Section 114 and item 24 (f), Part B of the Fifth Schedule exempts ALL taxes on "equipment of a specialized nature for construction, repair, maintenance and servicing of railway infrastructure"</i></p> <p><i>However, it's the responsibility of the bidder to identify all the relevant applicable taxes. We advise all Bidders to familiarize themselves with the relevant tax laws and crosscheck with the Tax Authority in Uganda at the address below;</i></p> <p><i>Uganda Revenue Authority Headquarters, Plot M193/M194, Nakawa Industrial Area P. O. Box 7279, Kampala www.ura.go.ug</i></p>
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30	<p><u>ITB 35.2:</u> To evaluate a Bid, the Purchaser shall consider the following factors with respect to the Base Bid and Alternative Bid (s) (if the latter is permitted in the BDS), in accordance with the criteria and methodology described in Section III—Evaluation and Qualification Criteria: (a) evaluation will be done for Items or Lots (contracts) or combination of Lots (Packages), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14; Evaluation shall be done for each of the 5 Individual Lots under Supply, Delivery, Commissioning of Assorted Railway Track Maintenance Equipment & Tools including Training of Personnel.</p> <ul style="list-style-type: none"> • <i>Please confirm the bid security will be one for 5 lots or 5 security for each lot.</i> • <i>Contract awarding will be one including five lots or 5 contracts?</i> 	<p><i>Section I – Instruction to Bidders; 35 Evaluation of Bids. 35.2 Page 28</i></p>	<p><i>Please note that alternative bids are not permitted as per ITB 13.1</i></p> <ul style="list-style-type: none"> • <i>Bidders shall provide a bid security for each individual lot of interest.</i> • <i>A separate contract will be awarded for each individual lot.</i>
31	<p><u>C) WORKING CONDITIONS</u> Weight in working order: 21 metric tons (Maximum)</p> <ul style="list-style-type: none"> • For other parameters in technical specifications, an appropriate operating weight is around 15 metric tons; is 21 tons strictly required? 	<p><i>Section VII – Schedule of Requirements; C Working Conditions, Page 113.</i></p>	<p><i>For Lot two, 21 metric tons is the maximum allowable weight.</i></p>
32	<p><u>C) WORKING CONDITIONS</u> Air-conditioned driver cabin (2-person minimum)</p> <ul style="list-style-type: none"> • Currently single-seat is enough and common used worldwide. Please confirm single seat is acceptable. 	<p><i>Section VII – Schedule of Requirements; C Working Conditions, Page 114.</i></p>	<p><i>Yes, single seat is acceptable. However, the cabin should be able to accommodate another person.</i></p>

33	<p><u>Special Conditions of Contract GCC 19.1:</u> The governing law shall be the law of: The Republic of Uganda.</p> <ul style="list-style-type: none"> • The governing law shall be the law of: Singapore 	<p>Section IX – Special Conditions of Contract GCC 9.1, Page 190</p>	<p>The Governing Law is specified under Special Conditions of Contract GCC 9.1 not 19.1 as per your request for clarification. Never the less the Governing law shall be maintained as; The Republic of Uganda.</p>
34	<p><u>Special Conditions of Contract GCC 13.1:</u> parking list</p> <ul style="list-style-type: none"> • packing list 	<p>Section IX – Special Conditions of Contract GCC 13.1, Page 190</p>	<p>"Parking List" This was a typing error. The correct spelling is Packing List.</p>

<p>40</p> <p><u>GCC 35.1</u> (ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <ul style="list-style-type: none"> • <i>Suggest to change as "if the Supplier fails to perform any other obligation under the Contract, and fails to take remedy within the period specified in the Contract or reasonably ordered by the Purchaser"</i> 	<p><i>Section VIII – General Conditions of Contract GCC 35.1 Termination for Default a (ii), Page 179.</i></p>	<p><i>Section VIII - General Conditions of Contract can't be subjected to any adjustments</i></p> <p><i>The clause in the Bidding Document shall be maintained.</i></p>
<p>41</p> <p><u>GCC 35.3:</u> Termination for Convenience</p> <ul style="list-style-type: none"> • <i>Suggest to delete because the purchaser terminating this contract unilaterally at any time and under any circumstances will affect the continuity and stability of the contract.</i> 	<p><i>Section VIII – General Conditions of Contract GCC 35.3; Termination for Convenience, Page 180.</i></p>	<p><i>Section VIII - General Conditions of Contract can't be subjected to any adjustments.</i></p> <p><i>The clause in the Bidding Document shall be maintained.</i></p>
<p>42</p> <p><u>GCC 35.4:</u> Anytime the contract is terminated for any reason indicated under clause 35, the advance payments made, if any, on the undelivered Goods and Related Services, if not already recovered from the Supplier shall become payable to the Purchaser which the Supplier shall pay to the Purchaser within 15 days from the date of receipt of notice of such termination failing which the amount will be recovered as demand by calling the advance payment Bank Guarantee provided under the contract.</p> <ul style="list-style-type: none"> • <i>The refunded amount herein shall be reduced by the sum the Purchaser is obligated to pay the Supplier pursuant to Clause 35.3.</i> • <i>The refund period is recommended to be stipulated as "within 15 days after the refund amount is determined</i> 	<p><i>Section VIII – General Conditions of Contract; GCC 35 Termination 35.4, Page 180.</i></p>	<p><i>Section VIII - General Conditions of Contract can't be subjected to any adjustments.</i></p> <p><i>The clause in the Bidding Document shall be maintained.</i></p>

		<p><i>under this Contract (or mutually agreed upon) and a written agreement is executed." It shall further be agreed that if no mutual agreement is reached, the Supplier shall have no refund obligation and the Purchaser shall have no right to seek compensation through the letter of guarantee.</i></p> <ul style="list-style-type: none"> <i>It is further recommended to stipulate that if the amount payable by the purchaser to the supplier under this Contract and as confirmed by both parties exceeds the advance payment amount, the supplier shall not be required to refund the advance payment, and the purchaser shall pay the difference to the supplier within 15 days after the execution of the written agreement.</i>
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43	<p>Reference is made to Technical Specification Section VII – Schedule of Requirements Lot 1;</p> <p>Clause (ix) The Automated Ballast Tamping Machine shall have a feature with an ability to find sleepers in flooded or contaminated ballast while providing the operator with a graphical representation of the sleeper location. This feature shall also allow for automated adjustments for unevenly spaced and slewed sleepers.</p> <p>Being able to identify sleeper functionality in ballast that is submerged or contaminated. To locate sleepers, video recording is required, and the recorded footage is processed by computer AI to obtain results, allowing confirmation of the actual condition of sleepers. The AI calculates and controls the corresponding arms to adjust the sleepers. The AI calculates and controls the corresponding arms to adjust the sleepers. Currently, the technology is not fully developed and has a high failure rate. The mainstream method of sleeper adjustment on the market is manual operation using railroad excavator and the sleepers in flooded or contaminated ballast can be identified by humans, our company can provide the training on relevant experienced hormones.</p>	<p>Section VII – Schedule of Requirements; Technical Specifications, Part 1, General Specifications; ix) Page 101.</p>	<p>This requirement to have a feature with the ability find sleepers while providing the operator with a graphical representation of the sleeper location shall be maintained under section 3, technical specifications, Part 1, sub section A, clause (ix) for Lot 1</p>
44	<p>C) Working Conditions - Weight in working order – 32 Tons (Maximum)</p> <p>Currently some Ballast Tamping Machine on the Market have four axles, with a single axle bearing weighting about 15 tonnes, so the overall working capacity can reach 60 tons.</p> <p>We trust that this clarification adequately addressed the requirements.</p>	<p>Section VII – Schedule of Requirements; C Working Conditions, Page 101.</p>	<p>32 tons is the maximum allowable weight.</p>

45	<p>Warranty; In the technical specifications of each lot, the warranty period is stated as 2 years while in the SCC, 365 days are mentioned. Please confirm the required warranty period for each lot.</p>	<p>Section VII – Schedule of Requirements Pages; 105,117,129,146,155 & Section IX – Special Conditions of Contract GCC 28.3, Page 195</p>	<p>The warrant period shall be 2 years after successful delivery and acceptance of Equipment. SCC 28.3 is amended This has been addressed through an amendment within Addendum Number 2, Item 3.</p>
46	<p>Pre-production inspection and pre-shipment In the technical specifications of lot 2, the required number of URC staff to attend Pre-production inspection and pre-shipment inspection is four. In the technical specifications of lot 4, the required number of URC staff to attend Pre-production inspection and pre-shipment inspection is two. In the SCC the required number of URC staff to attend Pre-production inspection and pre-shipment inspection is eight. Please confirm the correct number of URC staff to attend the inspections for lot 2 and lot 4.</p>	<p>Section VII – Schedule of Requirements; 4. Inspection and Testing, Page 116.</p>	<p>There will be 4 URC staff participating for each activity and they will be undertaken at different times.</p>
47	<p>Lot 4 – List of goods and delivery schedule (p. 136) In line item No. 7, socket hex 32mm is mentioned twice in the requirements list. Please clarify if this is correct or a typing error?</p>	<p>Section VII – Schedule of Requirements; List of Goods and Delivery Schedule, Line item No. 7, Page 136.</p>	<p>This is a typing error; the actual requirement is; 4 No. of 38mm, 4 No. of 32mm, 4 No. of 36mm, 4 No. of 30mm This has been addressed through an amendment within Addendum Number 2 Item 4.</p>
48	<p>Lot 4 – List of goods and delivery schedule (p. 135) In line item No. 4, (Rail drilling equipment): Please advise the used rail profile?</p>	<p>Section VII – Schedule of Requirements; List of Goods and Delivery Schedule, Line item No. 4, Page 135.</p>	<p>UITC 54, 80R, 80OBS, 60N, 50N, 50OBS rail profiles This has been addressed through an amendment within Addendum Number 2 Item 5</p>

<p>49</p> <p>In view of the clarification requests raised above, for which responses are required to finalize our bid and considering the upcoming Easter holiday period as well as the overall complexity of the tender and its extensive requirement for both the bidder and the manufacturer, we kindly request an extension of the submission deadline by two weeks until 24th April, 2026.</p>	<p><i>This has been addressed through an amendment within Addendum Number 1 Item 1</i></p>
<p>50</p> <p>Reference is made to Section II – Bid Data Sheet, ITB 19.1; We are kindly requesting for your approval to submit a combined bid security covering Lot 1, Lot 2, and Lot 3, that is 300m, 100m and 100m respectively making to a total of 500m under a single instrument. We kindly request for your confirmation that a combined bid security is acceptable for this procurement process.</p>	<p><i>Specific Procurement Notice pages x, xi & Section II – Bid Data Sheet ITB 19.1, Pages 38, 39</i></p> <p><i>A single bid security for each individual lot shall be submitted.</i></p>

51	<p>We kindly request for additional information regarding the infrastructure clearance parameters. Specifically, we would appreciate if you could provide us with the following;</p> <ul style="list-style-type: none"> • Railway Clearance Diagram/ Loading Gauge applicable to the Network. • Structure gauge drawings and/or kinematic envelope definitions • Maximum permissible vehicle dimensions (height, width and lateral overhang) • Minimum clearances to fixed structures, including platforms, bridges and tunnels (if applicable) • Track centre spacing for adjacent lines • Any known infrastructure restrictions or bottlenecks along the relevant routes. <p>At present the tender documentation provides important information regarding track geometry and operational parameters, however the absence of clearance and gauge data prevents us from fully assessing whether the proposed machine can operate without restrictions or whether design modifications may be required.</p>		<p><i>Loading gauge drawing attached as Annex 3 to these clarifications.</i></p> <p><i>Structure gauge drawing attached as Annex 1 to these clarifications.</i></p> <p><i>These are design specifications at the discretion of the manufacturer on conditions that they satisfy the loading and structure gauge above.</i></p> <p><i>Refer to loading gauge and structure gauge above.</i></p> <p><i>Minimum requirement of 14 feet</i></p> <p><i>Refer to loading gauge and structure gauge above.</i></p>
52	<p>Liquidated Damages; Would URC consider a cap of 5% of the total contract amount as the maximum amount of liquidated damages under GCC 27.1?</p>	<p><i>Section IX – Special Conditions of Contract GCC 27.1, Page 195.</i></p>	<p><i>Requirement under SCC 27.1 of the Special Conditions of Contract maintained.</i> <i>The maximum amount of liquidated damages shall be: 10% of the contract amount.</i></p>

53	<p>Bid Security/ Performance Security; We intend to issue the guarantee through a first-class American or European bank. Could URC please confirm whether this structure is acceptable? If not, would URC accept either a foreign issuing bank with a corresponding bank in Uganda or the requirement of a Ugandan confirming bank?</p>	<p>Section II – Bid Data Sheet ITB 19.1, Pages 38, 39 & Section IX – Special Conditions of Contract GCC 18.3, Page 193.</p>	<p>Yes, URC would accept a foreign issuing bank with a corresponding bank in Uganda. Refer to ITB 19.1 in the Bid Data Sheet for Bid Security and SCC 18.3 for Performance Security.</p>
54	<p>Acceptance Criteria; Could URC please clarify the acceptance procedure, including;</p> <ul style="list-style-type: none"> • Defined acceptance criteria • Definition of the "Acceptance certificate". 		<p>Acceptance criteria shall be the test and/or inspections undertaken to ensure compliance with the technical specifications before issuance of the acceptance certificate. Acceptance certificate is the document that shall be issued by the purchaser to the supplier upon the goods meeting the acceptance criteria to confirm conformance to the technical specifications.</p>
55	<p>Termination for Convenience; We kindly request clarification on the applicable compensation and remedies in case of termination for convenience.</p>	<p>Section VIII – General Conditions of Contract GCC 35.3; Termination for Convenience, Page 180.</p>	<p>Refer to GCC Clause 35.3 (b) for the applicable remedies.</p>
56	<p>Payment Terms; Would URC consider amending GCC 16.3 so that the payments are made within 30 days after submission and acceptance of the invoice?</p>	<p>Section VIII – General Conditions of Contract GCC 16 Terms of Payment 16.3, Page 168.</p>	<p>No. Section VIII - General Conditions of Contract can't be subjected to any adjustments. The clause in the Bidding Document shall be maintained.</p>

57	<p>Termination for Default; Would URC modify GCC 35.1 (a) (i)- (a)(ii) to include a cure period of thirty (30) days?</p>	<p>Section VIII – General Conditions of Contract GCC 35.1 Termination for Default a (ii), Page 179.</p>	<p>No. Section VIII - General Conditions of Contract can't be subjected to any adjustments. The clause in the Bidding Document shall be maintained.</p>
58	<p>Title and Risk of Loss; Are not explicitly stated, with risk of loss transferring per CIP Incoterm as not otherwise stated. Would URC incorporate the following provision in the GCC – "Title and risk of loss to the Goods shall transfer at the agreed delivery point/ the first carrier per CIP Incoterm."</p>	<p>Section IX – Special Conditions of Contract GCC 4.2 (a) page 189</p>	<p>The incoterm shall be DDP 2020 to URC Kampala DPF Yard, Kampala, Uganda. This has been addressed through an amendment within Addendum Number 2 Item 1</p>
59	<p>Warranty; We kindly request clarification regarding the applicable warranty period, as there appears to be a discrepancy in the tender documents.</p>	<p>Section VII – Schedule of Requirements Pages; 105,117,129,146,155 & Section IX – Special Conditions of Contract GCC 28.3, Page 195</p>	<p>The warrant period shall be 2 years after successful delivery and acceptance of Equipment. SCC 28.3 is amended This has been addressed through an amendment within Addendum Number 2 Item 3.</p>



RESPONSE MATRIX BATCH II TO BIDDER'S REQUEST FOR CLARIFICATION IN REGARD TO SUPPLY, DELIVERY, COMMISSIONING OF ASSORTED RAILWAY TRACK MAINTENANCE EQUIPMENT INCLUDING TRAINING OF MAINTENANCE & OPERATIONS PERSONNEL

No	Bidder's Request	Reference in Tender Document	URC's response
1	<p>Section VII – Page 140 Item (vii): Engine – Rail Grinding Machine. The tender specifies a 4-stroke petrol engine with minimum power of 6.3 kW. Kindly confirm whether a 4-stroke petrol engine with power lower than 6.3 kW will be acceptable, provided all required rail grinding operations (including grinding up to 90°) are fully met.</p>	<p>Section VII – Schedule of Requirements. (A3) Rail Profile Grinding Machine; item (vii): Page 140.</p>	<p>No, it is not acceptable. Lower power rating will affect the performance of the rail grinding machine through lower rotating speeds.</p>
2	<p>Section VII – Page 141 Item (iii): Engine – Rail Drilling Machine The tender specifies a 4-stroke petrol engine with minimum power of 4.8 kW. Kindly confirm whether a 4-stroke petrol engine with power lower than 4.8 kW will be acceptable, provided the drilling machine achieves the required rotation speed and remains suitable for single-operator, hand-portable use. Additionally, please confirm that: • One clamp for Vignole rails and one clamp for Grooved rails are acceptable • Drilling height will be defined based on rail type and hole height from the bottom of the rail, to be specified by the Employer.</p>	<p>Section VII – Schedule of Requirements. (A3) Rail Profile Grinding Machine; item (iii): Page 141.</p>	<p>No, it is not acceptable. Lower power rating will affect the performance of the rail drilling machine through lower rotating speeds. No, it is not acceptable. A universal clamp compatible for any rail profile is the requirement. No, it is not acceptable. The rail drilling machine shall be height adjustable as a requirement.</p>

3	<p>Section VII – Page 142 Item (iv): Hydraulic Rail Bending Machine</p> <p>The tender specifies:</p> <ul style="list-style-type: none"> • Maximum stroke: 110 mm • Bending moment: 150 kNm <p>Kindly confirm whether a rail bending machine with a stroke greater than 110 mm and a bending moment higher than 150 kNm will be acceptable.</p>	<p>Section VII – Schedule of Requirements. (A5) Hydraulic Rail Bending Machine; item (iv): Page 142.</p>	<p>No, it is not acceptable. Refer to the tender specifications.</p>
4	<p>Section VII – Page 152 Item (xx): Rail Tilting Lever</p> <p>The tender specifies:</p> <ul style="list-style-type: none"> • Maximum length: 1.4 m • Maximum weight: 7 kg <p>Kindly confirm whether a rail tilting lever with weight below 7 kg and length of 1.6 m will be acceptable.</p>	<p>Section VII – Schedule of Requirements. Rail Turner; item (xx): Page 152.</p>	<p>No, this is not acceptable for the Rail Turner. Refer to the tender specifications.</p>
5	<p>Section VII – Page 152 Slewing Bars</p> <p>The tender specifies slewing bars with point and ball ends. Kindly confirm whether slewing bars with pointed ends and alternative end configurations providing equivalent functionality will be acceptable.</p>	<p>Section VII – Schedule of Requirements. Slewing Bars: Page 153.</p>	<p>Alternative end configurations are acceptable.</p>
6	<p>Section VII – Page 154 Socket T-Wrench</p> <p>The tender specifies:</p> <ul style="list-style-type: none"> • T-handle length: 0.6 m • Height: 0.7 m <p>Kindly confirm whether a socket T-wrench with a compliant T-handle length of 0.6 m and an overall height of 0.8 m will be acceptable.</p>	<p>Section VII – Schedule of Requirements. Socket T-Wrench: Page 154.</p>	<p>No, this is not acceptable. T-handle maximum length shall be 0.6m and a maximum height of 0.7m. This has been addressed through an amendment within Addendum Number 2 Item 6.</p>

7	Request for an extension of the deadline for submitting the offer by four (4) weeks, due to the missing replies to our queries that we submitted. At this point, the timeframe for submitting our offer is very limited, particularly due to the upcoming long weekend.	Addendum 1, item 1	The Bid submission deadline date has been extended from 14th May, 2026 at 11:00am to 22nd May, 2026 at 11:00am. This has been addressed through an amendment within Addendum Number 2 Item 7.
8	We are hoping that your comments on our tender queries will be shared shortly, but given there are several public holidays coming in Europe in May, we request you to delay the submission deadline of 1 month, that's to say to Monday 15 th June.	Addendum 1, item 1	The Bid submission deadline date has been extended from 14th May, 2026 at 11:00am to 22nd May, 2026 at 11:00am. This has been addressed through an amendment within Addendum Number 2 Item 7.