

FORM 10

Regulation 60(5)

THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS ACT, 2003

**RECORD OF MINUTES OF PRE-BID MEETING**

Procurement Reference Number			
Code of Procuring and Disposing Entity	Supplies/Works/ Non-consultancy Services	Financial Year	Sequence Number
MAAIF-NOSP	SUPLS	2025-2026	00007

Particulars of Procurement	
Subject of Procurement	Supply and Delivery of One Hundred Twenty (120) Selected complete units of Assorted Four-wheel Drive Farm Tractors, Implements and Accessories of Capacity (75-80) Hp @ rated rpm
Location of Pre-bid Meeting	ENTEBBE-PLANNING BOARDROOM
Date and Time of Meeting	13 <sup>th</sup> January, 2026 / 10:00am

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**Record of Pre-bid Meeting Minutes**

Question Asked	Response Given
<p align="center"><b>Engineering Solutions (ENG SOL)</b></p> <p>Incoterms® 2020 – CIP responsibilities (CIP – MAAIF, Namalere (Incoterms® 2020)) ITB</p> <p>Clauses 17.5, 17.6, 17.9, 37.1 and the Schedule of Requirements. We note that under Incoterms® 2020, the CIP rule governs the Seller's obligations for carriage and insurance to the named place of destination, while import customs clearance, payment of import duties and taxes, and local regulatory compliance remain the responsibility of the Buyer.</p> <p>We therefore kindly request confirmation that, consistent with Incoterms® 2020, MAAIF is responsible for the following which fall outside of CIP Terms:</p> <ul style="list-style-type: none"> <li>• Import customs clearance</li> <li>• Payment of import duties, VAT and other statutory import taxes (note conflict with P122. GCC 15.1)</li> <li>• Tractor registration, licensing, 3rd party insurance</li> <li>• Any customs-related charges imposed by Ugandan authorities</li> </ul>	<p>The <b>supplier</b> is responsible for;</p> <ul style="list-style-type: none"> <li>• Import customs clearance</li> <li>• Payment of import duties and other statutory import taxes</li> <li>• Tractor registration, licensing, 3rd party insurance</li> <li>• Any customs-related charges imposed by Ugandan authorities</li> </ul>



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<p>Inclusion of maintenance up to the first 3,000 operating hours We note the requirement under ITB 14.1(k) for bidders to include the costed planned preventive maintenance schedule for the first 3,000 operating hours within the unit price of supply and delivery.  We respectfully request confirmation that this requirement is to be understood as a post-delivery service obligation, separate from CIP Incoterms@ 2020 delivery. For CIP Incoterms@ 2020 delivery, this 3000hrs service costs should be a separate quotation line included on BSF5 Price and Completion Schedule for Related Services.</p>	<p>The costed maintenance up to the first 3,000 operating hours have to be provided as a separate item.  Please note that these costed maintenance costs <b>Should NOT</b> be included in the unit price for supply and delivery, in line with the tender requirements.</p>
<p>P36. ITB 14.1 (h) e: is a 2025 or 2026 trading licence required?</p>	<p>A valid trading license for the years 2025 or 2026 can be used</p>
<p>P36 ITB 18.1: Currency noted is UGX or other freely convertible currency but P38 ITB 34.1: basis for conversion is N/A. Please clarify the currency of submission and payment.</p>	<p>Currency for submission is UGX or other freely convertible currency. Currency for payment is UGX</p>
<p>P39 ITB 38.1: This is a good opportunity for Government to promote BUBU &amp; we request that domestic preference be an evaluation factor.</p>	<p>This is procurement is inline with the IFAD procurement regulations of International Competitive Bidder and therefore restrictions to BUBU doesn't apply.</p>
<p>P41 &amp; P67: Five (5) supply contracts particularly for Farm machinery, equipment &amp; implements cumulatively amounting to a minimum of Uganda shillings 30,000,000,000 over the last immediate three (3) years 2024, 2023, 2022. • Are the last 3 years 2024,2023, 2022 or 2025, 2024, 2023? • This is excessive as there is insufficient agricultural business in Uganda to comply to this. We request that this figure be reduced</p>	<p>We acknowledge receipt of your recent request for clarification. However, we confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications.  Please note that this is an International Competitive bidding procurement.</p>



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<p>P42 &amp; P67: Average Annual Turnover of UGX 40,000,000,000 (Forty Billion shillings only) proven by audited financial statements, for the last Immediate three (3) years 2024, 2023, 2022.</p> <ul style="list-style-type: none"> <li>This is excessive as there is insufficient agricultural business in Uganda to comply to this. We request that this figure be reduced</li> </ul>	<p>We acknowledge receipt of your recent request for clarification. However, we confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications.</p> <p>Please note that this is an International Competitive bidding procurement.</p>
<p>P73 SRI : The requirement is for 5T tipping trailers but P80 trailer specifications state 7T minimum payload. Please clarify</p>	<p>We acknowledge this discrepancy. We clarify as follows. The requirement is a Trailer with Minimum 7 ton Pay load. Therefore Page 73 SRI is corrected to state as "Tipping Trailer 7 – Tons multipurpose flat bed with parking brake lights"</p>
<p>P124 GCCC29.3: After delivery and acceptance of the goods, the performance security shall be reduced to 10% percent of the contract price to cover the supplier's warranty obligations in accordance with clause GCCC 29</p> <ul style="list-style-type: none"> <li>The performance security is already 10% as per GCCC16.1. What reduction in performance security is there?</li> </ul>	<p>We acknowledge this discrepancy and we clarify that the performance security will remain 10% and will not be reduced</p>



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<p>P.7/6 (32): Requirement is for the supply to be able to provide comprehensive training. Is training to be quoted &amp; if so, where &amp; when will the training be conducted? This has an impact on when MAAIF will make payment. P122 GCC14.1 (iii) Ten (10%) percent of the contract price of goods received shall be paid within thirty (30) days upon completion of training of prospective tractor operators.  Training is a post-delivery service obligation and not part of CIP Incoterms@ 2020. With CIP Incoterms@ 2020, the training costs should be a separate quotation line included on BSF5 Price and Completion Schedule for Related Services.</p>	<p>The Client (MAAIF) shall bear all costs related to meals and accommodation for the training participants. The training shall be conducted at National Mechanization referral Centre, Namalere in four separate groups  The Supplier shall ensure that suitably qualified and competent staff are provided to conduct and administer the entire training programme.  All costs associated with the Supplier's personnel shall be fully absorbed by the Supplier and shall not form part of any claim against the Client.</p>
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<p>P122 GCC14.5: The payment-delay period after which the purchaser shall pay interest to the supplier shall be 120 days. The interest rate to be applied in the case of late payments is LIBOR +1.</p> <p>From the above, a supplier can expect late payment and we request that the buyer guarantees on time payment noting:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Libor +1 is far lower than commercial interest rates suppliers incur</li> <li>• Delayed payment of 120days incurs interest of nearly 4% before any interest claim can be made. This has a huge impact on pricing, eventual margins &amp; increases Forex loss exposure</li> </ul>	<p>Page 122, GCC 14.1 (i – iii) states the payment schedules that will be followed under this contract</p> <ul style="list-style-type: none"> <li>i) Advance payment: Thirty (30) percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered and, in the form, provided in the bidding documents or another form acceptable to the purchaser.</li> <li>ii) Sixty (60%) percent of the contract price of the goods shipped shall be paid after delivery and receipt of the equipment by MAALF and upon submission of an invoice and the documents listed in clause 11 (a-g) with in 30 days. Any and all confirmation costs requested by the supplier are to the account of the supplier.</li> <li>iii) Ten (10%) percent of the contract price of goods received shall be paid within thirty (30) days upon completion of training of prospective tractor operators and on submission of an invoice and the documents listed in clause 11.1 (h) supported by the acceptance certificate issued by the purchaser.</li> </ul>
<p>P78 (11): Disc plough warranty should read 2 years &amp; not have an hour reading</p>	<p>This has been revised to read Warranty: Warranty period of 2 years</p>



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<p>P.76 (32): Requirement is for the supply to be able to provide comprehensive training. Is training to be quoted &amp; if so, where &amp; when will the training be conducted? This has an impact on when MAALF will make payment. P122 GCC14.1 (iii) Ten (10%) percent of the contract price of goods received shall be paid within thirty (30) days upon completion of training of prospective tractor operators.  Training is a post-delivery service obligation and not part of CIP Incoterms® 2020. With CIP Incoterms® 2020, the training costs should be a separate quotation line included on BSF5 Price and Completion Schedule for Related Services.  11. P78 (11): Disc plough warranty should read 2 years &amp; not have an hour reading</p>	<p>The Client (MAALF) shall bear all costs related to meals and accommodation for the training participants.  The Supplier shall ensure that suitably qualified and competent staff are provided to conduct and administer the entire training programme.  All costs associated with the Supplier's personnel shall be fully absorbed by the Supplier and shall not form part of any claim against the Client.</p>
<p>P15.12 The specifications ask for Transmission System: Minimum Gear arrangement 12 forward and 8 Reverse which is restrictive, adds extra capital investment and operational costs and is unnecessary for the implements being purchased with the tractors.  We request that be opened to 8 forward and 2 Reverse gears</p>	<p>The transmission requirement remains as stated in the bid document</p>



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Question Asked

Response Given

**Ndovu Motors**

We request to have the overall Average Annual Turnover of UGX 40,000,000,000 reduced as businesses in Uganda hardly make the indicated turnover. Given the current economic stand with both covid and politics. The experience of Ugx 30,000,000 is also too high and could be adjusted to a realistic amount, for competitive bidding. Given the size of market and number of players in the market. Gov't being the only biggest buyer of agricultural equipment.

We acknowledge receipt of your recent request for clarification. However, we confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications.

**Technical Specification**  
Implements; The harrow 22 discs is heavy for a 75 Horse power tractor. We propose an ideal version of 18 discs, 20 discs etc. so as to be compatible with the Tractor HP

The number of disc harrows has been reduced to minimum 20 discs. The requirement has therefore been revised to;  
Number of disc harrows: Minimum 20

Warranty of the implements could be adjusted to suit the system of implements. You can't quantify hours on a plough and others as they don't have a meter to measure the hours, they are dependent of the tractor power/ operator.

The warranty for all the implements has been revised to 2 years

**Victoria Equipment Limited**

We seek clarification regarding the cost of pre-shipment inspection for 7 technical personnel; kindly provide us with a breakdown of per diem per person, estimated air freight charges and hotel costs for the 7 personnel

Pre-shipment inspection costs shall be borne exclusively by the Client (MAAIF).  
Bidders are therefore not required to include any provision or costing for

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<p>as this will guide our pricing as required on page 82 of the standard bidding document.</p>	<p>pre-shipment inspection in their bid prices.</p>
<p><b>TAFE Limited</b></p>	
<p>Page No. 75, Point. No. 12. As per the applications in Uganda and our experience for last 8 years, we request you to change minimum Gear arrangement 12 forward and 4 Reverse, 4-wheel Drive with differential lock (Instead of 12Forward and 8 Reverse). This will help all the suppliers to Participate.</p>	<p>The transmission system requirement remains as stated in the bid document</p>
<p>Page No. 75, Point No. 6, 7, 8 are repeated in 13, 14 &amp; 15.</p>	<p>This is noted and should be regarded as the same</p>
<p>Page No. 75, Point No. 9 – Live, Mechanical control, 540 RPM @ rated rpm – Please make it minimum requirement</p>	<p>This has been clarified as; live, mechanical or both</p>
<p>Page No. 78, Point No. 18 – Engine Drive 3- Point standard linkage and minimum lifting Capacity of 2,200kgf. There are two types of Hydraulics one is External Hydraulics where Hydraulic pump is driven by Engine. Second one is internal hydraulics where the hydraulic pump is inside the transmission. The system is measured in Lifting Capacity. Hence we request you kindly remove Engine drive only mention 3 point linkage and minimum lifting capacity 2200 Kgf. This will help to participate all the suppliers.</p>	<p>This has been revised to 3 point linkage and minimum lifting capacity 2200 Kgf</p>
<p>Financials – UGX 40B turn over is very high as per the market size of Uganda. The average annual market size of Uganda is fluctuating between 200 Tractors to 250 tractors. If you take an average price of the tractors US\$ 20,000 X 250 = US\$ 5 Million in UGX 17.5 B and Implements would be US\$ 2.5B, in UGX 8.75B. As a total the total market size itself UGX 26.5B. There are about 16 players who share this total volume. Hence, average annual turnover UGX 40B is an unreal turnover of the distributor with this market size. Hence, we request you to kindly bring down to UGX 20B.</p>	<p>We confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications. Additionally, this is an International Competitive Bidding Procurement process</p>



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Financials – UGX 30 B 5 Contracts in 3 years – This is also unrealistic with the kind of the market size in Uganda. Please look into this to reduce upto UGX 15B.

We confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications. Additionally, this is an International Competitive Bidding Procurement process

**Other Queries**

ITB 17.5, GCC 15.1, ITB 37.1 Under Incoterms 2020 CIP (MAAIF), who is responsible for import customs clearance?

The supplier is responsible for the import customs clearance

GCC 15.1, Page 122 Who bears responsibility for import duties, VAT, and statutory taxes, given apparent contradictions in the bidding document?

The supplier is responsible for the or import duties, statutory taxes. 18% VAT is deemed paid by the government of Uganda.

GCC 15.1 Who is responsible for tractor registration, licensing, and third-party insurance?

The supplier is responsible for the tractor registration, licensing, and third-party insurance

ITB 37.1 If customs duties and taxes are excluded from price evaluation, how should bidders reflect them in pricing?

The format for pricing has been provided under BSF4 Page 52

ITB 14.1 Does including preventive maintenance costs in the unit price modify CIP risk transfer obligations?

The costed maintenance up to the first 3,000 operating hours have to be provided as a separate item.  
Please note that these costed maintenance costs **Should NOT** be included in the unit price for supply and delivery, in line with the tender requirements.

ITB 14.1 Should preventive maintenance be quoted as a separate line item instead of being embedded in the CIP price?

The costed maintenance up to the first 3,000 operating hours have to be provided as a separate item.

ITB 38.1 Why does domestic preference apply under this IFAD-funded

Please note that these costed maintenance costs **Should NOT** be included in the unit price for supply and delivery, in line with the tender requirements.  
This is an international competitive bidding and therefore domestic preference will not be applicable




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international competitive bidding?	
Page 42 & 67 Why is the UGX 40 billion turnover threshold set at this level given market realities?	We confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications. Additionally, this is an International Competitive Bidding Procurement process
Page 41 & 67 Why are five contracts cumulatively worth UGX 30 billion required within three years?	We confirm that considering the magnitude of the procurement, the requirement remains exactly as stated in the bid documents / tender specifications. Additionally, this is an International Competitive Bidding Procurement process
Page 41 Can "locally supplied experience" be broadened beyond Uganda to regional or African markets?	Yes, its an international competitive bidding. This experience must be accompanied with verifiable evidence
Page 41 Why must bidders demonstrate existing spare parts stock worth UGX 2 billion rather than a post-award commitment?	This requirement remains as stated in the bid documents
Page 41 Can a binding commitment to stock spare parts post-award be accepted instead of existing inventory?	This requirement remains as stated in the bid documents
Must bidders disclose ongoing litigation even if unrelated to performance?	Yes
Page 42 Why must the JV lead partner meet 60% and another member 40%. Can JV members distribute requirements flexibly as long as 100% is met?	This requirement remains as stated in the bid documents
GCC 16.1 & 29.3 How does performance security reduce if it remains 10% both before and after delivery?	The performance security is 10% of the contract price. There will be no reduction.
Page 73 Why must fleet management systems be factory-installed?	This has been revised to fleet management system installed that is compatible with the tractor

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Page 73 What are the minimum functional specifications required for the fleet management system?	This has been revised to fleet management system installed that is compatible with the tractor
Page 75 Can minimum gear ratios be revised from 12F/8R to 12F/4R?	This requirement remains as stated in the bid document
Page 75 Can minimum fuel tank capacity be reduced from 65L to 60L?	This requirement remains as stated in the bid document
Page 78-80 Why do implements carry the same warranty duration and hours as tractors?	All implements warranty have been revised to 2 years
Page 78: Can warranty hours for implements be reduced?	All implements warranty have been revised to 2 years
Page 79 Can the minimum number of discs be reduced to suit 75HP tractors?	This has been reduced to Minimum 20 discs
Page 52 & 76 Should training costs be embedded in the tractor price or priced separately?	The Client (MAAIF) shall bear all costs related to meals and accommodation for the training participants. The Supplier shall ensure that suitably qualified and competent staff are provided to conduct and administer the entire training programme. All costs associated with the Supplier's personnel shall be fully absorbed by the Supplier and shall not form part of any claim against the Client.
A Request for time extension given that the bidding period is coinciding with election period that has public holidays and hence a need for more time to prepare quality bids.	The entity reviewed the request for time extension and a time extension of 14 days from the bid submission deadline of 30 <sup>th</sup> January 2026 has been approved.
Will all clarifications be issued formally through pre-bid minutes and form part of the bidding document?	The revised bid submission deadline is 13 <sup>th</sup> February 2026. Time: 11:00am Yes, the responses to the clarifications take precedent over the sections in the issued bidding document




Certification of minutes as a true record of the proceedings of the meeting:

Name: Cherene Brown Jensen


Position: Chairperson of the meeting

Signature: 

Date: January - 20 - 2026

Name: Penelope Hameri

Position: Secretary of the meeting

Signature: 

Date: 20/01/2026.

*Record of pre-bid meeting to be sent to all bidders who purchased or were issued with the bidding documents.*

RECORD OF ATTENDANCE

No	Name and Address	Position	Company or Department	Signature
01	Okwanya Pagan Noveri	Ag. PE	MARIT	
02	NICAH OLELO	<del>Gen. Manager</del> GTM	0792-380748 HDOV MOJORS	 -0792-380748 Gen. Manager
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05	KATHINA LAWRENCE lawrence@engsol.co.ug	Sale 0750001913	ENGSDL	
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07	Dendry Junior Kutererwa	Procurement 0386934866	NOSP	
08	Penny Kaveri	0776466578	MARIT-NOSP	

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	Kaly's Patrick	APD	NESP	Kaly's Patrick
	Ian Walker		Engineering Solutions	ian@engbl.co.uk

RECORD OF ATTENDANCE

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