



PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS AUTHORITY

COLLABORATIVE FRAMEWORK BETWEEN THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS AUTHORITY, PROCURING AND DISPOSING ENTITIES AND THE CIVIL SOCIETY TO ENHANCE PUBLIC PROCUREMENT OUTCOMES AND SERVICE DELIVERY

1.0 INTRODUCTION

The Public Procurement and Disposal of Public Assets Authority (PPDA) is the regulatory body established by the PPDA Act (2003). The legal mandate of PPDA is derived from the objectives as stipulated under Section 6 of the PPDA Act; namely to;

- a) Ensure the application of fair, competitive, transparent, non-discriminatory and value for money public procurement and disposal standards and practices.
- b) Harmonize the procurement and disposal policies, systems and practices of the Central Government, Local Governments and Statutory bodies.
- c) Set standards for the public procurement and disposal systems in Uganda.
- d) Monitor compliance of procuring and disposing entities.
- e) Build procurement and disposal capacity in Uganda.

The Authority carries out activities in the form of procurement audits, investigations and administrative reviews, among others, to fulfil this mandate.

PPDA strives to achieve Value for Money in public service delivery as approximately 60% of the national budget is spent on procurement. In order to extend its reach to Local Governments (LGs), the Authority currently has three regional offices located in Mbarara, Gulu and Mbale. These regional offices bring the Authority closer to the service delivery points and facilitate efficient operations. Regional offices also make it easier for citizens at local level to easily access PPDA services.

Given the resource constraints of the Authority and recognizing that achievement of some of the strategic objectives will require synergy with other agencies as well as non-state actors to achieve stronger results, it is therefore imperative that the Authority has a strong working relationship with the different categories of stakeholders in order to gain influence, demonstrate value, and partnership in public procurement related issues. It is on this background the PPDA with support from the GIZ Uganda sought to partner with the civil society to improve monitoring and reporting

of government procurements, disposals and contract management processes.

Considering that some CSOs are mandated to enhance accountability, transparency and advocacy, among others, engaging CSOs in monitoring of public procurement and disposal of public assets is anticipated to contribute to improved accountability and transparency for better service delivery.

This close collaboration could facilitate popularisation and proper understanding and implementation of the PPDA Law which would go a long way in promoting principles of good governance, effective and efficient service delivery and above all increase citizens awareness on public procurement which in turn enables them to monitor procurement processes, detect cases of corruption and accordingly report to the relevant authorities on such cases.

The Authority recognises the fact that CSO's collectively have a very wide presence across the country hence would provide a practical and productive mechanism for increasing PPDA's reach in monitoring public procurement processes. The Authority therefore intends to engage CSOs to play an oversight role of monitoring procurement activities.

2.0 PURPOSE

The purpose of this framework is to make provisions for cooperation mechanisms between PPDA, Procuring and Disposing Entities (PDEs) and CSOs interested in public procurement contract monitoring so as to improve performance of public procurement contracts and citizen participation.

3.0 GENERAL PROVISIONS

3.1 Funding of Activities

This framework does not provide for financing to any of the Parties. All parties to this cooperation

framework are expected to finance their activities in line with this framework. However Parties are voluntarily allowed to provide facilitation to another party but are not bound to do so by this framework.

3.2 Voluntary Entry and Exit

All willing and able Civil Society Organizations are free to become party to this framework to achieve the main objective of improving the performance of public procurement contracts. In the case that the CSO does not want to be part of the partnership, it shall communicate their request for exit and thereafter exit voluntarily.

3.3 Information Delivery Method

All Information to PPDA shall be provided in hard copy form or email to the offices of the Executive Director of PPDA while Information to the CSOs shall be to their official registered addresses. Information to PDEs should be addressed to the Accounting Officer of the Entity.

3.4 Transparency

All activities conducted within the precincts of this framework shall be carried out in a transparent manner. This includes but not limited to dealings between the CSOs and the PDEs in the process of monitoring public procurement contracts. PPDA should be made aware of any such dealings by copy of a request for information or notice of intent to undertake monitoring activities in an Entity.

3.5 Ownership of Intellectual Property

Any intellectual property created under this framework including reports, videos and still photos shall remain property of the creator but can be used by PPDA or the partners under this framework.

3.6 Confidentiality

Information provided by either party to the other shall be treated with utmost confidentiality pursuant to this framework and any other matter arising during the operation of the framework in accordance with the standards observed in handling of such sensitivity. The information received from the other party during the performance of this framework will be used solely for the purpose of meeting their obligations under this framework and that neither of the parties shall disclose non-public information without prior written authorization of the party that owns the non-public information.

3.7 Force Majeure

Performance by either party under this framework is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the agreement is executed.

4.0 OBLIGATIONS OF PPDA

- i. Provide CSOs with access to procurement information and in a timely manner so as to facilitate their work.
- ii. Provide training to CSOs involved in contract monitoring in public procurement.
- iii. Provide CSOs with a platform whenever possible to reach out to the public and the various public procuring entities on matters pertaining to monitoring of public procurement contracts.
- iv. Consider and validate reports, findings and recommendations submitted by CSOs on the performance of public procurement contracts.
- v. Attend and contribute to feedback meetings/ sessions on monitoring public contracts convened by CSOs party to

this framework.

- vi. Develop and share standard monitoring tools to enable CSOs effectively monitor contracts.
- vii. Mobilize for resources/funds to facilitate CSOs to effectively monitor contracts in the communities.
- viii. Monitor and report on the implementation of this framework.
- ix. Draft Memorandum of Understanding that will be executed by the CSOs, PDEs and PPDA.

5.0 OBLIGATIONS OF PDES

- i. Share with CSOs the approved annual procurement plans and any updates to them.
- ii. Provide CSOs with access to available information on non-confidential contracts when possible and in a timely manner to facilitate CSO's work.
- iii. Conduct joint field activities with CSOs where possible.
- iv. Conduct Entry meetings with CSOs to agree on expectations.
- v. Train CSOs on public procurement procedures and respond to clarifications required by CSOs.
- vi. Conduct regular dialogue sessions with CSOs.

6.0 OBLIGATIONS OF THE CIVIL SOCIETY ORGANISATIONS

- i. Provide PPDA and PDEs any information vital for the advancement of transparency and value for money in public procurement contracts. This shall include reports on contracts implementation for the consideration of the PDE.
- ii. Seek clarifications from PPDA and PDEs on findings during contract monitoring.
- iii. Make proposals to PPDA and/or other stakeholders on general policy issues

- for the enhancement of performance of public procurement contracts and citizens' engagement in public procurement.
- iv. Actively participate in Regional Barazas, Annual Sector Reviews and any other workshops organized by PPDA or its partners in line with this framework agreement where requested.
 - v. Enter into formal arrangements with PDEs to ease monitoring of public procurement contracts.
 - vi. Source for funding for the activities involved in monitoring of public procurement contracts
 - vii. Sensitize citizens and members of the public on the roles and responsibilities of various stakeholders in improving the performance of public procurement contracts.
 - viii. Establish, train and maintain a network of community monitors in public contracting.

Ensure members, staff of member organization, contract monitors or other people representing the Civil Society Organisations conduct themselves in an ethical, respectful and professional manner.

7.0 INSTITUTIONAL ARRANGEMENTS

The parties to this framework will appoint focal persons who will be charged with the duties of being a contact point in the execution and monitoring this framework. These focal persons will constitute a committee that will meet regularly to discuss progress on the implementation of the framework.

8.0 IMPLEMENTATION, AMENDMENT, REVIEW AND TERMINATION

1. The framework shall be implemented in accordance with the parties' statutory obligations and administrative practices.
2. This framework may be amended by consensus of the majority of the parties. Any amendment to the framework shall be in writing.
3. This framework shall be reviewed annually from the commencement date.
4. In the event of a dispute between the parties concerning the interpretation or application of this framework, the parties shall refer the matter to the Solicitor General for guidance.
5. The framework may be terminated by consensus of the majority of the parties.

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