

**PUBLIC PROCUREMENT AND DISPOSAL
OF PUBLIC ASSETS AUTHORITY**

"Regulating for Results"

**REPORT ON CONTRACT AUDIT FOR THE REHABILITATION OF 13.40
KM COMMUNITY ACCESS ROAD ALONG TIRA-SALAMA/MAKUYA-
NDEGE-ANGOLLOLO-BUSABI-AKORET, BUSIA DISTRICT**

ENTITY: BUSIA DISTRICT LOCAL GOVERNMENT

SEPTEMBER 2026

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ACRONYMS

CARs	-	Community Access Roads
DLP	-	Defects Liability Period
GoU	-	Government of Uganda
PDU	-	Procuring and Disposing Unit
PPDA	-	Public Procurement and Disposal of Public Assets Authority
DLG	-	District Local Government
MoAIF	-	Ministry of Agriculture, Animal Industry and Fisheries
MoLG	-	Ministry of Local Government
NOSP	-	National Oilseed Project
IFAD	-	International Fund for Agricultural Development
OFID	-	Opec Fund for International Development
UGX	-	Uganda shillings

TABLE

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EXECUTIVE SUMMARY

The Government of Uganda, through the Ministry of Agriculture, Animal Industry and Fisheries (MoAIF) together with the Ministry of Local Government (MoLG) signed a Memorandum of Understanding with the International Fund for Agriculture Development (IFAD) and the Opec Fund for International Development (OFID) to implement a 7 year (2021-2027) National Oil Seed Project [NOSP]. Through the NOSP component for improvement of local-level public transport infrastructure rehabilitation of Community Access Roads (CARs), the rehabilitation of 13.4km community access roads along Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret in Buteba Sub-County, Busia District implemented by the Busia District Local Government at a total contract value of UGX 1,215,852,008 (VAT inclusive) was done.

The Public Procurement and Disposal of Public Assets Authority (PPDA or Authority) conducted a contract audit of the above road.

The objective of the contract audits was to assess the implementation of the contracts and determine whether the parties complied with the contractual requirements and the provisions of the PPDA Act Cap. 205, the PPDA Regulations, 2023 and the applicable PPDA Guidelines, while evaluating whether the contracts were being implemented efficiently, effectively and in a manner that delivers value for money.

The following are the key findings:

- 1. Weak contract management and oversight:** The audit established weaknesses in contract administration including delayed preparation of the Contract Management Plan, irregular submission of monthly progress reports and inadequate monitoring by the Procurement and Disposal Unit. These shortcomings limited effective planning, monitoring and timely decision-making during contract implementation contrary to Regulations 50(3) and 52(3)(g) of the PPDA (Contracts) Regulations, 2023.
- 2. Delayed payments:** The Entity did not effect payment of certified works within the contractual period of 45 days, resulting in delayed cash flow to the contractor and contributing to interruptions in project implementation. The delayed payments also exposed the Entity to the risk of interest charges and cost escalation contrary to Regulation 49(3) of the PPDA (Contracts) Regulations, 2023 and GCC 23.1 of the contract.
- 3. Inadequate management of contractual safeguards:** The audit noted weaknesses in managing key contractual risk mitigation measures including delayed extension of the performance security and failure by the provider 'Detail Multiservices and Contractors Ltd (Contractor)' to provide insurance policies compliant with the contract requirements. These weaknesses exposed the Entity to financial, contractual and legal risks during contract implementation and the defects liability period contrary to Regulations 11(5) and 36 of the PPDA (Contracts) Regulations, 2023 and GCCs 10.1 and 37 of the contract.
- 4. Incomplete implementation of Environmental, Social, Health and Safety (ESHS) obligations:** The contractor had not fully implemented the Environmental and Social Management Plan, including restoration of borrow pits and compliance with environmental protection measures. This was inconsistent with the Environmental and Social Management Plan (ESMP) forming part of the contract.

Audit Conclusion

The Authority established that the rehabilitation of 13.4km community access roads along Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret contract was substantially implemented and the works were completed and handed over on 14th November 2025. The project was under the Defects Liability Period up to 13th May 2026. The project generally achieved its intended output despite implementation challenges including delayed payments by the executing agency, which affected contractor's performance and progress of the works. While the Entity implemented a number of the corrective actions during the audit, it is necessary to ensure that all outstanding contractual and environmental obligations are fully discharged.

In light of the above, the Authority recommends the following:

1. The Accounting Officer, Ministry of Local Government should facilitate timely contract closure by ensuring that all outstanding certified payments are processed and settled promptly to enable completion and close-out of the contract in accordance with Section 28 (1) of the PPDA Act Cap. 205;
2. The Accounting Officer, Busia District should provide oversight for the project by ascertaining that contract close-out is undertaken only after confirming that all contractual obligations including construction requirements, environmental obligations and financial obligations have been fulfilled and appropriately documented in accordance with the PPDA (Contracts) Regulations, 2023; and
3. Contract Managers should, for future contracts:
 - i. Prepare Contract Management Plans immediately after contract award, submit monthly progress reports as prescribed, closely supervise contractors throughout implementation and ensure compliance with contractual requirements relating to performance securities, insurance and ESHS obligations in accordance with Regulations 50(3) and 52(3)(g) of the PPDA (Contracts) Regulations, 2023;
 - ii. Verify and maintain evidence that all contractual securities and insurance policies remain valid and compliant throughout the contract period before certifying contract completion and close-out; and
- iii. Reconcile certified works, payments made and contract records before contract closure to ensure complete accountability for contract expenditure.

CHAPTER 1: INTRODUCTION

1.1 Background

The Government of Uganda (GoU), through the Ministry of Agriculture, Animal Industry and Fisheries (MoAIF) in collaboration with the Ministry of Local Government (MoLG), was implementing the seven-year National Oil Seed Project (NOSP) from 2021 to 2027. The project is financed through loans from the International Fund for Agricultural Development (IFAD) and the OPEC Fund for International Development (OFID).

Specific Objective

The overall objective of the NOSP project was to promote inclusive rural transformation through the sustainable development of the oilseed sector, thereby improving the livelihoods and resilience of smallholder farmers engaged in oilseed production and marketing. To achieve this objective, the project comprises two mutually reinforcing components: (i) support for oilseed value chain development; and (ii) support for market linkage infrastructure through the rehabilitation of Community Access Roads (CARs) in selected districts and sub-counties. The rehabilitation of these roads was intended to improve market access and facilitate the commercialization of the oilseed sector. Buteba Sub-County in Busia District was among the project beneficiaries with rehabilitation of community access roads.

1.2 Overall Audit Objective

The overall objective of the audit was to assess the attainment of value for money of the procurement under audit, its performance and establish the degree of compliance of Busia District Local Government procurement and disposal system and processes with the provisions of the PPDA Act Cap. 205, PPDA Regulations 2023 and PPDA Guidelines.

The specific objectives were:

- i. To assess whether the Entity process of contracting and contract management was undertaken in compliance with the PPDA Act Cap. 205, Regulations 2023 and Guidelines 2024 for the project under contract audit.
- ii. To determine whether the contractors for the project under assessment have complied with the terms and conditions of the contract; and
- iii. To identify any instances of non-compliance, overpayment, underpayment or potential fraud.

1.3 Audit Methodology

The Authority adopted the following methodology during the contract audit which commenced on 30th October 2025 until December 2025:

- i. Audit planning and launch where resource and logistics mobilization, conducting an entry meeting and agreement of the audit timetable was performed;
- ii. Document review including review of contracts, progress reports, Interim Payment Certificates and other correspondences relating to contract management for the contracts;
- iii. Physical verification of the sites on 14th November 2025;
- iv. Debriefing the Entity's management on the preliminary findings from the audit;
- v. Issuing a management letter to the Entity for an official management response; and
- vi. Reporting on findings from the contract audit and providing recommendations.

1.4 Contract Audit Scope

The contract audit covered the rehabilitation of 13.4km community access roads along Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret in Buteba Sub-County, Busia District implemented by the Busia District Local Government at a total contract value of UGX 1,215,852,008 (VAT inclusive).

This section details the scope of works for Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret as indicated in Table 1 below:

Table 1: Scope of Works

No.	Item
1.	Site Preparation
2.	Setting out and site clearing works
3.	Earth works
4.	Drainage works
5.	Gravelling and completion works
6.	Tree and Grass planting Borrow pit restoration
7.	Preliminary and General items

CHAPTER 2: FINDINGS AND RECOMMENDATIONS

The Authority noted the following exceptions pertaining to contract audit into rehabilitation of 13.4km community access roads along Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret in Buteba Sub-County, Busia District implemented by the Busia District Local Government.

2.1 Delayed Payment

Whereas GCC 23.1 of the contract required payment of certified works by the Project Manager within 45 days of the date of the certificate, no payments were effected in respect of Certificate No.1 worth UGX 426,413,822 at the time of the audit by 31st October 2025.

The contractor submitted a request for payment of the 1st payment Certificate on 6th August 2025 and the Entity submitted the request to the executing agency (MoLG) on the same day to effect payment. The total amount outstanding for the Certificate after deductions was UGX 426,413,822, 78 days after submission of the Certificate.

Implication

Delayed payment contravenes the Entity and executing agency's contractual obligations in accordance with Regulation 49 (3) of the PPDA (Contracts) Regulations 2023 and may attract interest payment in line with GCC 23.1 and leading to cost escalation.

Management Response

All submitted certificates/invoices have been duly paid to the contractor. Some delays were due to bureaucracies involved at Ministry of Local Government since the project was being funded under ADB program.

Authority's Comment

As at 30th December 2025, the Entity had effected payments for advance payment dated 17th June, 2025 of UGX 206,076,612 and IPC No. 1 dated 8th August, 2025 of UGX 426,413,822 both totaling to UGX 632,490,434. However, the disbursement stands at 61.38% against a substantial completion rate of 100%. The disbursement disadvantages the contractor who deployed resources on the project.

Recommendation

The Accounting Officer and the Ministry of Local Government should pay the provider's certified invoices promptly within the prescribed time of 45 days from certification of invoices in accordance with Regulation 52(1)(a) of the PPDA (Contracts) Regulations 2023.

2.2 Infrequent provision of monthly reports by the Contract Manager

Contrary to Regulation 52(3)(g) of the PPDA (Contracts) Regulations 2023 which requires Contract Managers to prepare monthly progress reports, the audit noted that the Contract Manager had prepared only five reports at irregular intervals since the commencement of the works, seven months later.

The reports were made on 9th May 2025; 30th June 2025, and 14th August 2025, 31st August 2025, and 30th September 2025. The Contract Manager explained that to bridge this reporting shortfall, he relied on impromptu visits where he issued necessary instructions to the contractor.

Implication

Infrequent reporting on project progress denies the Accounting Officer and the Entity key information on the project execution.

Management Response

All monthly progress reports were prepared and submitted to the relevant parties. Copies are hereby attached for verification.

Authority's Comment

The reports presented show the following dates: 9th May 2025, 30th June 2025, 14th August 2025, 22nd August 2025, 30th September 2025, 2nd November 2025, 17th November 2025 and 30th December 2025. This makes a total of eight reports presented but at irregular intervals. Exception was taken note of the fact that one of the dates on record in the Management Letter do not rhyme with the response in the Management Letter i.e., 31st August 2025 recorded in the Management Letter against 22nd August 2025 in the response to the Management Letter. Exception is also taken note of the fact that the last two reports were prepared after substantial completion and handover on the 14th November 2025. This defeats the purpose of monthly progress reporting rendering the reporting retrospective.

Recommendation

The Accounting Officer should task the Contract Manager to always provide monthly progress reports in accordance with Regulation 52 (3)(g) of the PPDA (Contracts) Regulations, 2023.

2.3 Late preparation of the Contract Management Plan

Regulation 50 (3) of the PPDA (Contracts) Regulations, 2023 provides that upon receipt of the contract, the contract Manager shall prepare a Contract Management Plan (CMP) using Form 49 and forward a copy of the plan to the Procurement and Disposal Unit for purposes of monitoring.

The contract was signed on the 27th January 2025 while the Contract Management Plan was prepared on 20th May 2025, almost 3 months later. In addition, there was no evidence of monitoring by the Procurement and Disposal Unit.

Implication

Preparation of the plan when the contract is under performance defeats the purpose of forward planning and renders the plan redundant. This affects the progress reporting and adherence to reporting requirement intervals stipulated in the SCC as well as completion date.

Management Response

The Contract Management Plan was prepared at the start of the contract and it is here attached for verification. However, this was later updated to the one seen by Auditor during the time of Audit.

Authority's Comment

The Entity's response presents a Contract Management Plan that appears to have been backdated to 29th January, 2025 for purposes of compliance. Contract Management Planning should be prepared soon after contract signing and the PDU should be part of the monitoring.

Recommendation

The Contractor Manager in future should ensure the contract management plan is prepared immediately after receipt of the contract from the Procurement and Disposal Unit and the Entity should provide for the Procurement and Disposal Unit monitoring.

2.4 Absence of the contractor on site

Whereas GCC 14.1 provides for that the contractor shall submit to the Project Manager a program of work which shall be updated monthly according to the Special Conditions of Contract 14.1, there was no sign of presence of the contractor on site at the time of the audit in October 2025.

Implication

The absence of the contractor on site most likely led to the failure to complete the work on time. The absence was also likely to lead to deterioration of completed sections as evidenced by silting in different sections on the project site.

Management Response

The contractor had suspended/stopped the works due to delayed payments. However, the contractor resumed with the works and completed the remaining works within the contract period. Completion certificate is here attached.

Authority's Comment

The documentation in the response shows the progress of work stood at 100% by 5th November 2025 and the contractor had handed over substantially completed works on 14th November 2025 upon issuance of a completion certificate. The implication is the works are now under Defect Liability Period of 180 days ending on 13th November, 2026. The parties were still bound with obligations during the Defects Liability Period.

Recommendation

The Contract Manager should task the contractor to deploy sufficient resources on the project to enable completion of the works in accordance with Regulation 52(1)(b) of the PPDA (Contracts) Regulations 2023.

2.5 Risk of the performance security expiring before contract completion

Regulation 11 (5) of the PPDA (Contracts) Regulations, 2023 provides that a performance security shall not be released by an Entity until all obligations of the provider are fulfilled.

On 24th February 2025, the contractor furnished a performance security from DFCU Bank worth UGX 121,585,201 representing 10% of the contract value in accordance with SCC 37.1. The security was valid until 23rd October 2025, 22 days to the closure of the contract on 14th November

2025. According to GCC 37, the performance security shall be valid until a date 28 days from the date of issue of the defects liability certificate.

Implication

Failure to extend the performance security may expose the Entity and executing agency (MoLG) to risk of non-performance by the contractor of the remaining portion of work. In case of the expiry, the performance security will be rendered invalid, thereby denying the Entity and the executing agency the ability to recover funds from the contractor in the event of breach of contract or non-performance of the contract.

Management Response

The contractor was instructed to renew / extend the performance guarantee to the required period and this is being processed by the contractor. However, the project has now been substantially completed within the Contract period and was handed over on 14th November 2025. The works are now under the defects Liability Period (DLP) of 180 days which will expire on 13th May 2026. A completion Certificate was issued to the Contractor. A copy is here attached.

Authority's Comment

The extension of the performance security was done after the Entity's response above and a copy submitted to the auditor. An extended performance security was furnished by DFCU Bank Ltd dated 3rd February 2026 for UGX. 121,585,251 with the expiry period of 13th June 2026.

Recommendation

The Entity and the executing agency should in future ensure that the contractor extends the performance security in accordance with Regulations 11 (5) and 52 (1) (b) of the PPDA (Contracts) Regulations 2023 and GCC 37, since the works may not be completed on time.

2.6 Failure to provide Insurance Policies

Whereas GCC 10.1 of contract and Regulation 36 of the PPDA (Contracts) Regulations 2023 states that the contractor shall provide, in the joint names of the employer and the contractor, insurance covers by the contractor from the commencement of the works to the end of the Defects Liability Period, the amounts stated in the SCC, for loss and damage to works, equipment, materials in connection with the contract and personal injury or death plus third party, the audit noted that no insurance covers were provided by the contractor as required.

Implication

Failure to submit insurance covers exposes the Entity to legal suits arising from professional negligence, injury or damage which might arise during the course of the works.

Management Response

The contractor was instructed to provide and submit the required insurance covers to the project Manager. The Insurance covers were provided and submitted by the contractor as required. Copies are here attached for verification. (Attachment No. 2.1.7)

Authority's Comment

The record in response shows two letters dated 11th March 2025 and 11th April 2025 were written to the contractor instructing the contractor to provide Insurance Cover in line with clause 10.1 of the GCC. The record also shows Jubilee Alliance General Insurance issued Policy No. P210/2010/2019/000147/06 for insurance cover running from 23rd June 2025 to 22nd June 2026. The premium amount was of UGX. 2,406,800 inclusive of VAT, Stamp Duty and Insurance Training Levy. However, the cover was not related to the contract and covers contractor's fixtures, Goods in Transit, Stock, Money in Transit, Workmen's compensation among others. The Policy was addressed to the contractor alone, contrary to GCC 10.1 and Regulation 36 of the PPDA (Contracts) Regulations 2023 that provides that the contractor shall provide the insurance cover in the joint names of the employer and the contractor. Therefore, there is no valid insurance cover, exposing the Entity and contractor to risks during the Defects Liability Period.

Recommendation

The Contract Manager should ensure that the contractor submits insurance covers in accordance with GCC 10.1 of the Special Conditions of the Contract and Regulation 36 of the PPDA (Contracts) Regulations 2023.

2.7 Adherence to ESHS on the project site

The adherence to the Code included submission of the Environmental and Social Management Plan (ESMP) that provides for Traffic Management Plan, Water Resource Protection Management Plan, obtaining permits for opening quarries or borrow pits, and the waste management plan. Other requirements included gender-based violence and sexual exploitation abuse and prevention and occupational health and safety at on the site.

The audit was not able to establish adherence by the contractor to these requirements of ESMP as the contractor was not on site. Regarding adherence to environmental restoration requirements, the contractor had been able to restore only one borrow pit out of the three borrow pits. The Entity explained that the local communities had been sensitized on issues regarding ESMP.

However, the Authority was concerned that the local communities were engaged on road side sand and gold mining which was affecting the roads embankments and drainage. The Authority was also concerned with the miners use of mercury to *wash-off* the deposits of gold mining along the roads drainage, flowing off into the streams, which is likely the contaminate water used by humans and animals.

The Contract Manager indicated that the remaining part of the works included planting of trees and grass along the road reserves. Given the absence of the contractor on site, it was not possible to establish when or if this would be done.

Implication

The non-adherence to ESMP creates risks to the personnel and the environment and can result into claims for damages against the contractor and Entity.

Management Response

- *The issue of road side sand and gold mining has been handled by issuance of environmental improvement notices to the community members through their area LC I chairperson requiring*

them to desist from any further engagement in activities that may lead to damage of the roads and associated facilities.

- *The issue of use mercury with possibilities of environmental pollution has been handled by writing to the responsible ministry - Ministry of Energy and Mineral Development for further enforcement.*

The overall implementation of the Environment and Social Management Plan such as restoration of marram / borrow pits has been communicated to the contractor through the instruction book during routine monitoring.

Auditor's Comments

The Entity on 27th November, 2026 wrote to the Ministry of Energy and Mineral Development for intervention in illegal use of mercury in gold mining activities by way of technical support and regulatory enforcement. Action has been taken on road side sand mining and interference by gold miners on road drainage. Definitive action is still pending on unsafe gold mining using mercury and restoration of borrow pits by the contractor during the Defects Liability Period.

Recommendation

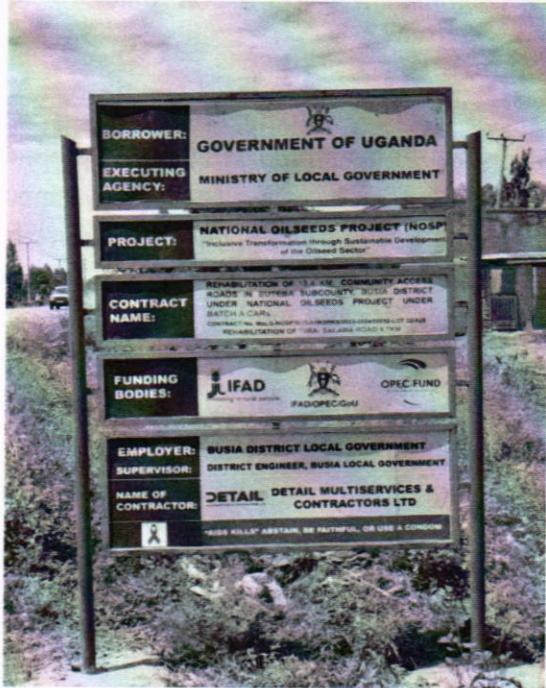
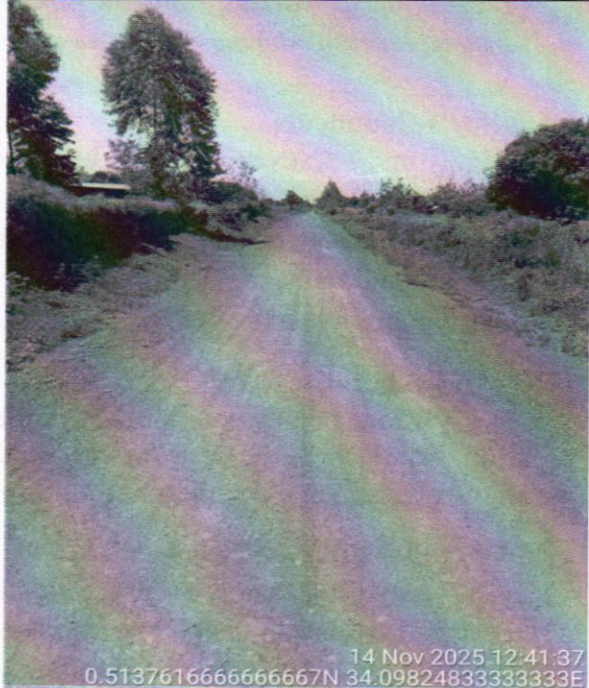
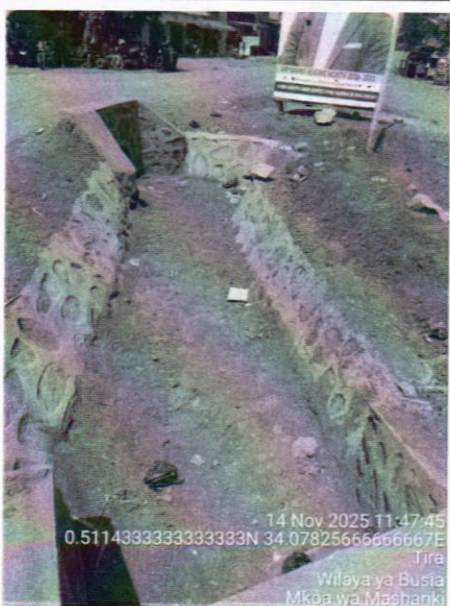
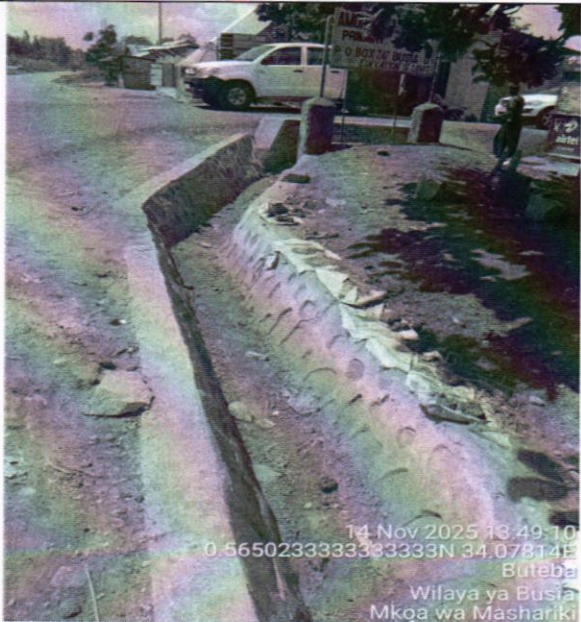
The ESHS Code of conduct should be implemented by the contractor under the supervision of Mr. Mwidu (Contract Manager) as outlined in the ESMP so to protect the personnel, third parties and promote a sustainable environment.

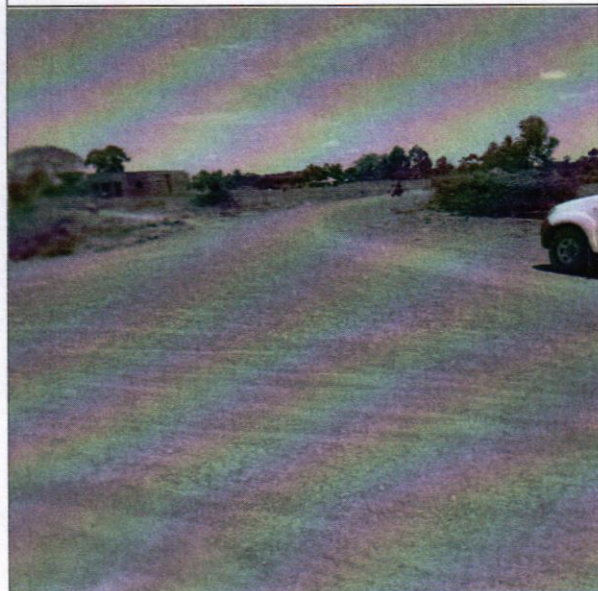
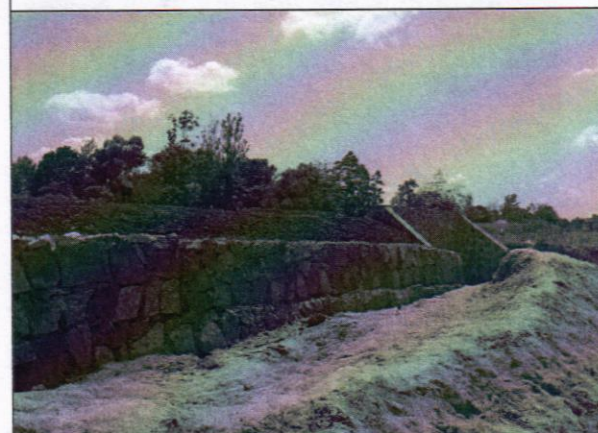
2.8 Overall Audit Conclusion

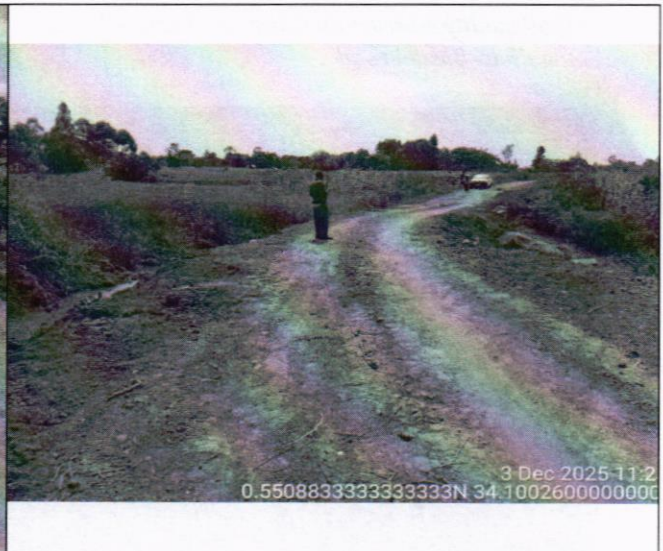
The Authority established that the rehabilitation of 13.4km community access roads along Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret contract was substantially implemented and the works were completed and handed over on 14th November 2025. The project was under the Defects Liability Period up to 13th May 2026. The project generally achieved its intended output despite implementation challenges including delayed payments by the executing agency, which affected contractor's performance and progress of the works. While the Entity implemented a number of the corrective actions during the audit, it is necessary to ensure that all outstanding contractual and environmental obligations are fully discharged.

ANNEX

Annex 1: Physical verification photographs for the rehabilitation of 13.4km community access roads along Tira-Salama/Makuya-Ndege-Angollolo-Busabi-Akoret in Buteba Sub-County taken on 14th November 2025

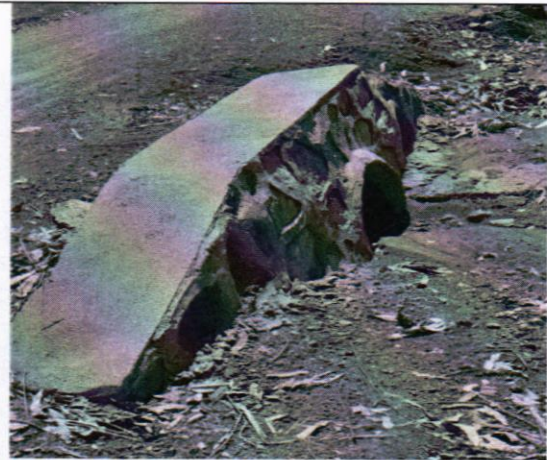
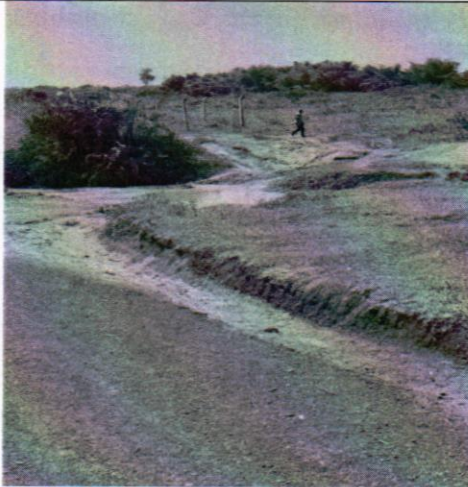
<i>Project signage</i>	<i>Tiira-Salama Tiira-Salama Road.Good murram finishing surface</i>
	 14 Nov 2025 12:41:37 0.5137616666666667N 34.09824833333333E
<i>Stone pitching of side drains on Tiira – Salama Road</i>	<i>Stone pitching on sections of Makuyu-Ndege-Angollolo-Busabi road</i>
 14 Nov 2025 11:47:45 0.5114333333333333N 34.07825666666667E Tira Wilaya ya Busia Mkoa wa Mashariki	 14 Nov 2025 13:49:10 0.5650233333333333N 34.07814E Buteba Wilaya ya Busia Mkoa wa Mashariki

<i>Good quality murram finishing on Makuya- Ndege-Angollolo-Busabi road</i>	<i>The gabion protection embankment against erosion effect resulting from Sand mining along the drainage/road reserve on</i>
	 14 Nov 2025 13:08:16 0.568015N 34.112550000000006E
<i>A protected 1200mm bridge on Manakori-Akoret Road near the Sand mining spot</i>	<i>Manual maintenance of the Completed Road section. Desilting of Side/miter drains, Culverts and water Channels</i>
 14 Nov 2025 13:08:16 0.5679883333333334N 34.11247833333333E	 14 Nov 2025 12:49:41 0.5117215666666666N 34.10626666666666E
<i>The impassable damaged section of One of the selected CARs under the Batch B yet to be tendered Road (Butebi-</i>	<i>The impassable damaged section of One of the selected CARs under the Batch B has been restored under Routine road maintenance program (Butebi-Kateki-Kayolo SS road) pending design at section</i>



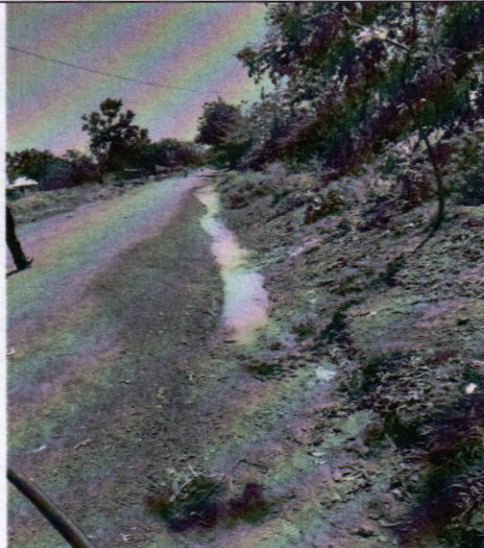
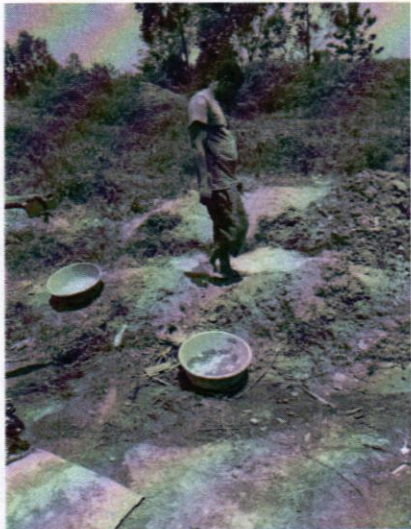
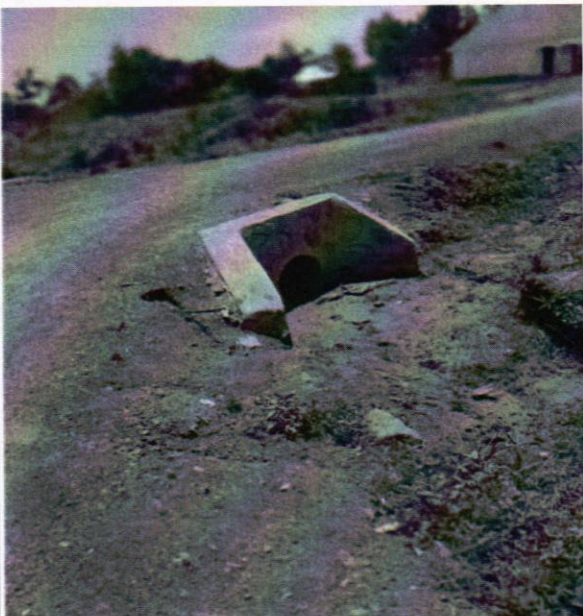
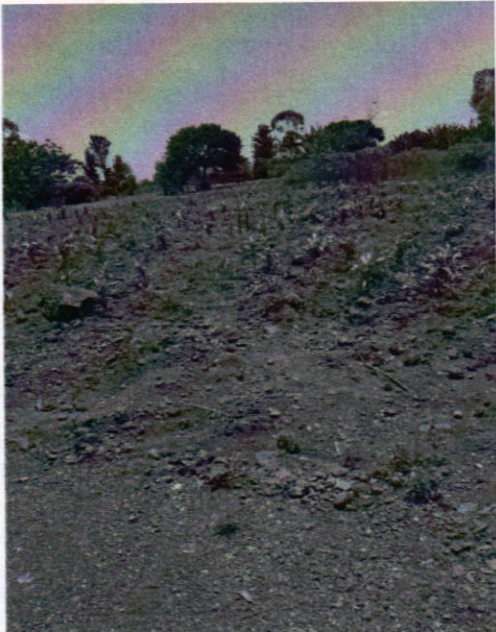
Tail end of Tiira-Salama Road. Across stream is Kenya. Good murram finishing but high murram erosion rate to stream without stone finishing exposing black soil in channel. Expected to be done during DLP

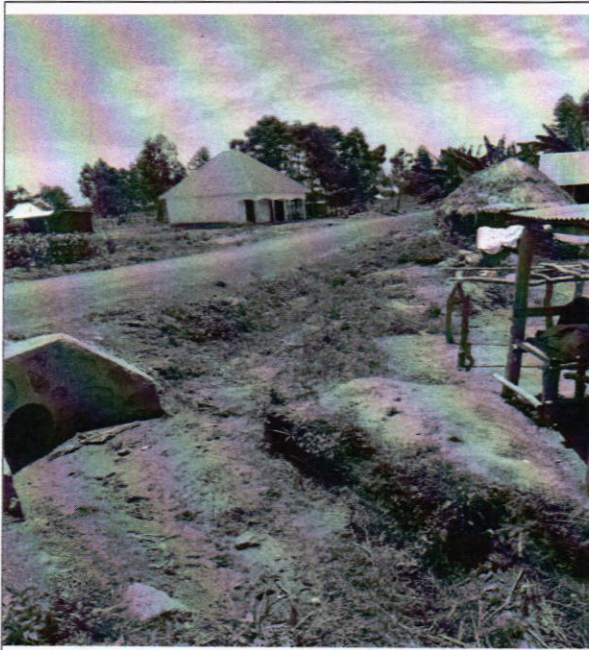
Tiira-Salama-600mm Culvert Silting calls for regular maintenance. Expected to be rectified during DLP



Tiira-Salama - Gold mining small scale operators trapping water on the Road side channels for "cleaning" deposits

Road channel blocked by Gold Miners soils. Community engagement under way to solve the problem

	
<i>Makuya-Ndege-Busabi drainage silting before project handover and expected to be rectified during DLP</i>	<i>Borrow pit on Makuya-Ndege-Busabi [Busabi] Road restored after murram extraction and land owner able to re-cultivate Maize crop. Part of environmental restoration responsibility</i>
	
<i>Makuya-Ndege-Busabi Road. Residents expressed concern over lack of provision of access to their residents across channels. Expected to be rectified during DLP</i>	<i>Makuya-Ndege-Busabi Road drainage channel of 900mm and 1200mm silted and expected to rectified during DLP</i>



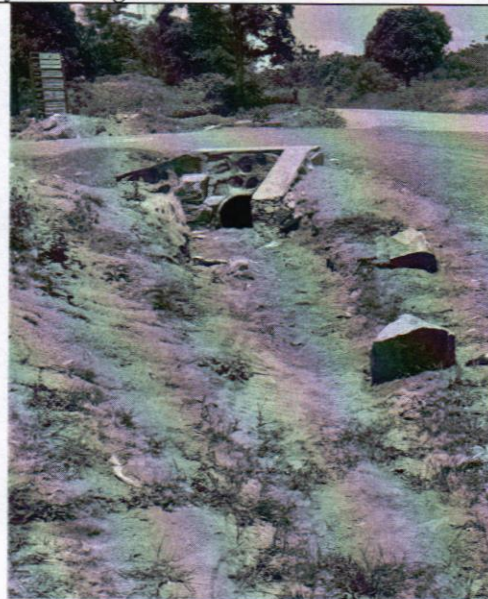
Borrow pit on Makuya-Ndege-Busabi Road not yet restored. Contractor expected to restore borrow pits during DLP



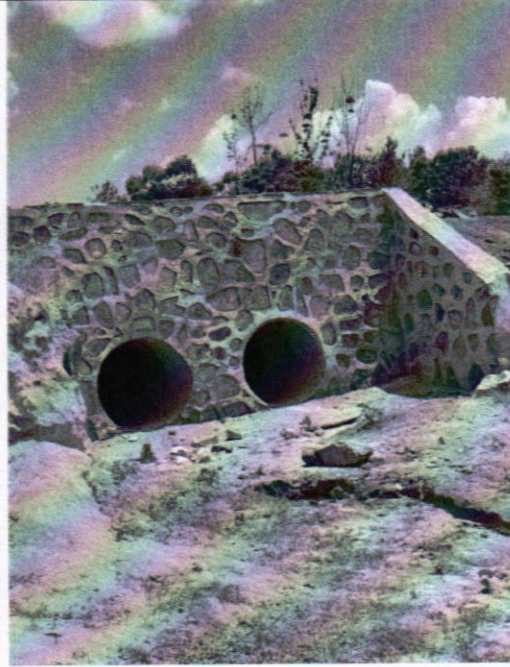
Manakori-Akoret Road drainage wash-away may compromises longevity of the Road and expected to be rectified during DLP



The effect of Sand mining along the drainage/road reserve resulting in huge erosion. Ongoing works on embarked expected to be completed during DLP



A 1200mm Culvert Bridge on Manakori-Akoret Road near the Sand mining spot.



impassable damaged section of yet to be tendered Road (Butebi-Kateki-Kayolo SS Road) under Batch B

