PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS AUTHORITY

"Regulating for Results"

***Guidelines issued by the Public Procurement and Disposal of Public Assets Authority under Sections 43 and 134 of the Public Procurement and Disposal of Public Assets Act, Cap.205.***

**Details of this Guideline:**

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| **Guideline Subject:** | **Guideline on Procurement and Disposal for Schools** |
| **Guideline Reference:** | **No. 2/2025** |
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***Guidelines are issued to all Accounting Officers who are responsible for distributing copies to the Contracts Committees, User Departments and the Procurement and Disposal Unit of the Procuring and Disposing Entity.***

***This Guideline can be accessed on the PPDA website at www.ppda.go.ug***

**Guideline Subject: Guideline on Procurement and Disposal for Schools**

This Guideline is issued under Sections 43 and 134 of the Public Procurement and Disposal of Public Assets Authority Act, Cap 205. The Guideline lays down procurement and disposal rules for supplies, works and services in schools. It customizes the Act, the Regulations and other Guidelines to the school setting.

While care has been taken to incorporate all the rules and procedures deemed necessary for the procurement and disposal function in schools, it is important to point out that it is not intended to replace the Act or the Regulations. Therefore, users of this Guideline are advised to consult the Act and Regulations so as not to miss the detailed provisions.

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## ACRONYMS

| | |
|---|---|
| AO | Accounting Officer |
| CC | Contracts Committee |
| CAO | Chief Administrative Officer |
| EC | Evaluation Committee |
| MOES | Ministry of Education and Sports |
| PDE | Procuring and Disposing Entity |
| PDU | Procurement and Disposal Unit |
| PPDA | Public Procurement and Disposal of Public Assets Authority |
| PS | Permanent Secretary |
| UD | User Department |

## INTERPRETATION

In this Guideline, unless the context otherwise requires:

"**Accounting Officer**" means a head teacher of a primary or secondary School, or a principal or director of a post primary institution;

"**Act**" means the Public Procurement and Disposal of Public Assets Act, Cap 205;

"**Authority**" means the Public Procurement and Disposal of Public Assets Authority established under Section 6 of the Act;

"**Award**" means a decision made by a Contracts Committee in accordance with Section 31 of the Act;

"**Bid**" means an offer to provide or to acquire works, services or supplies or any combination thereof and shall include pre-qualification where applicable;

"**Bidder**" means a physical or artificial person intending to participate or participating in public procurement and disposal proceedings;

"**Board**" means a Board of Governors of a School;

"**Chief Administrative Officer**" means a person appointed by the Public Service Commission to be the Chief Executive of a District and the Accounting Officer for the District.

"**City, Municipal or District Education Officer**" means an officer appointed either by Government or Local Government and includes an Education Officer appointed by the Education Service Commission or by the District Service commission to assist in the administration of education services;

"**Consultancy Service**" means a service of an intellectual or advisory nature, provided by a consultant or consulting firm skilled and qualified in a particular field or profession and includes, but is not limited to, engineering design or supervision, accountancy, auditing, financial services, procurement services, training and capacity building services, management advice, policy studies and advice and assistance with institutional reform;

"**Contracts Committee**" means a committee established in accordance with this Guideline to perform the functions set out in paragraph 5.10 of this Guideline;

"**Contract Management**" means the process of managing obligations and duties of both the entity and the provider specified in the governing contract including, but not limited to, performance and compliance with the terms and conditions of the awarded contract by the provider and the procuring and disposing entity;

"**Currency Point**" is equivalent to twenty thousand shillings;

"**Disposal**" means the divestiture of public assets including intellectual and proprietary rights and goodwill, and any other rights of a school/institution by any means including sale, rental, lease franchise, auction, or any combination however classified other than those regulated by the Public Enterprise Reform and Divesture Act;

"**Disposal process**" means the successive stages in the disposal cycle, including planning, choice procedure, measures to solicit offers from bidders, examination and evaluation of such offers and award of contract;

"**Emergency**" "emergency situation" means a circumstance which is urgent or unforeseeable or a situation which is not caused by dilatory conduct where—

(a) Uganda is seriously threatened by or actually confronted with a disaster, catastrophe, war or an act of God;
(b) life or the quality of life or environment may be seriously compromised;
(c) the conditions or quality of goods, equipment, buildings or publicly owned capital goods may seriously deteriorate unless action is urgently and necessarily taken to maintain them in their actual value or usefulness;
(d) an investment project is seriously delayed for want of minor items; or
(e) a government programme would be delayed or seriously compromised unless a procurement is undertaken within the required time frame;

"**Framework Contract**" means a contractual arrangement for an estimated quantity or minimum value of supplies or services at fixed unit prices over a certain period of time, where actual quantities are purchased by means of individual call-off orders and payment is made for the actual quantities or services delivered;

"**Governing Bodies**" means Boards of Governors for Secondary Schools and post primary Institutions and School Management Committees for primary Schools;

"**Government**" means Government of Uganda;

"**Guidelines**" means directives issued from time to time by the Authority under Section 134 of the Act;

"**Non-Consultancy Service**" means a service of a skilled or non-skilled nature, which is not a consultancy service, and includes, but is not limited to, cleaning, security and maintenance and repair services;

"**Pre-qualification**" means a screening process designed to ensure that invitations to bid are confined to capable providers;

"**Pre-qualified Provider**" means a provider registered by the PDE or the Ministry of Education and Sports (MOES) or a respective Local Government;

"**Procurement**" means acquisition by purchase, rental, lease, hire purchase, license, tenancy, franchise, or any other contractual means, of any type of works, services or supplies or any combination;

"**Procuring and Disposing Entity**" means a School;

"**Procurement and Disposal Unit**" means a unit responsible for the execution of the procurement and disposal function in a PDE;

"**Procurement process**" means the successive stages in the procurement cycle including planning, choice of procedure, measures to solicit offers from bidders, examination and evaluation of those offers, award of contract and contract management;

"**Public Asset**" means any property, tangible or intangible, owned by Government or by a PDE, including physical property, shares, proprietary rights and land, except land held by the Uganda Land Commission or a district land board or land which is compulsorily acquired by Government in accordance with the law;

"**Public funds**" means monetary resources appropriated to PDEs through budgetary processes, the Consolidated Fund; grants and credits put at the disposal of the Procuring and Disposing Entities by foreign donors, and revenues generated by the Procuring and Disposing Entities;

"**Public Officer**" means any officer employed in the public service, including statutory bodies, departments of the central government, local governments and any other body established by government to carry out public functions;

"**Record**" means any document being in a manual or an electronic form relating to any stage of a procurement or disposal process and shall be the original document unless otherwise stated in writing by the Authority;

"**Regulations**" means regulations issued under Section 132 of the Act;

"**School**" means an institution in which not less than eighty or in special circumstances not less than ten persons receive regular instruction or an institution which provides instruction by correspondence but does not include an institution which provides post-secondary education;

"**Specification**" means the description of an object of procurement or disposal in accordance with national and international standards adopted and approved by the Authority after consultation with the National Bureau of Standards or other appropriate trade associations and professions, the use of which shall be mandatory in all bidding documents;

"**Statement of Requirements**" means a document that contains a full and complete description of the requirement that is the subject of the procurement or disposal;

"**Supplies**" includes goods, raw materials, products, equipment, livestock, assets, land or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of the works or services does not exceed the value of the supplies;

"**Third Party Procurement Provider**" means a provider pre-qualified by the Authority and contracted independently by a procuring and disposing entity on a competitive basis to offer specific services which shall in each instance be defined by the procuring and disposing entity;

"**User Department**" means any department, division, branch or section of the PDE including any project unit working under the authority of the PDE which initiates procurement and disposal requirements and is the user of the requirements; and is the user of the requirements

"**Works**" includes any work associated with the construction, reconstruction, demolition, repair, or renovation of a building or structure, on the surface or underground, on and underwater, and includes the preparation, excavation, erection, assembly, installation; testing and commissioning of any plant, equipment or materials, decoration and finishing, turnkey projects, build own and operate projects, build operate and transfer projects or any arrangement of this nature, or any other form of private-public partnerships or joint development activities, all or any of which include management, maintenance, testing, commissioning and training; as well as supplies or services incidental to those works where the value of the incidental supplies or services does not exceed the value of the works.

## 1.0 BACKGROUND

1.1 The Public Procurement and Disposal of Public Assets Act, Cap. 205 was enacted to regulate practices and procedure in respect of public procurement and disposal activities in the public sector. The objective is to promote economy and efficiency in public procurement, while ensuring fairness, transparency and non-discrimination, thereby contributing towards the creation of a sound business climate in Uganda.

1.2 The objective above is supported by the introduction of a Code of Ethical Conduct for bidders and providers. This applies to all public employees engaged in public procurement and disposal functions. The Code of Ethical Conduct can be found in **Annex 1** for bidders and providers.

1.3 The Act provides for the institutional framework for public procurement and disposal in Uganda. It consists of the PPDA Appeals Tribunal, Authority, the Accounting Officer (AO), the Contracts Committee (CC), the Evaluation Committee (EC), the Procurement and Disposal Unit (PDU) and User Departments (UD).

1.4 The law further requires the process and procedures for disposal to be handled through the structures introduced by the Act and Regulations.

1.5 The schools are public institutions entrusted with public funds. This entails conducting procurement through the structures and procedures that are prescribed by the Act. In unique circumstances that may arise on a case-by-case basis, a procurement process for the benefit of a school can be conducted by the Ministry of Education and Sports (MOES) with the school regarded as a User Department.

1.6 This Procurement and Disposal of Public Assets Guideline for schools in Uganda addresses the procurement principles, rules, methods and procedures that are applicable and suitable for the schools' environment in Uganda. This has been revised through a consultative process between the MOES and the schools.

1.7 For practical purposes the Guideline shall guide the Accounting Officers of schools and all those associated with procurement and disposal activities in schools. It will facilitate the operationalization of the new law by providing basic information to assist and inform the stakeholders involved in procurement of supplies, services and civil works in schools across the country.

## 2.0 OBJECTIVES OF THE GUIDELINE

2.1 The objectives of this Guideline are:
   (a) To describe the procedures to be followed and the documentation to be used in sourcing, selection and retention of providers for goods/services/works to the PDEs;
   (b) To guide the staff in the management of the procurement and disposal function in order to create uniformity and consistency, using best practices in order to achieve value for money;
   (c) To provide for the ethical code of conduct in procurement and disposal management activities.

2.2 Users of the Guideline are advised to regularly consult the Act, Regulations and other Guidelines to ensure they do not miss the detailed provisions when required. In the event of conflict or uncertainty, users are advised to contact the Authority for interpretation and guidance.

## 3.0 SCOPE OF PROCUREMENT AND DISPOSAL

3.1 Procurement and disposal activities in PDEs cover a wide range of items such as:
   (a) supplies and services for maintenance, repair and operations;
   (b) works for expansion and provision of infrastructure;
   (c) consultancy advisory services in a limited scope; and
   (d) disposal of unserviceable stores.

3.2 The PDEs' procurement and disposal institutional processes shall ensure that:
   (a) the AOs have effective control and direction of procurement and disposal affairs in their PDEs;
   (b) all procurement and disposal activities are carried out in accordance with the Act and Regulations.
   (c) procurement and disposal activities conform with ethical conduct of bidders and providers and best practices.

## 4.0 PROCUREMENT ORGANIZATION STRUCTURES

4.1 The Act has put in place a structure through which public procurement and disposal activities are carried out. These are shown in the diagram in **Annex 2** and include:
   (a) Regulatory Body - the Authority;
   (b) Accounting Officer (AO) who is accountable for all procurement/disposal activities in the procuring and disposing entity;
   (c) Contracts Committee (CC) – responsible for the functions in paragraph 5.10 of this guideline;

(d) Procurement and Disposal Unit (PDU): charged with responsibility of coordinating and managing day to day procurement and disposal activities in the procuring and disposing entity;
(e) User Departments/Units (UD): they initiate procurement and disposal requirements, are the end user of the requirements, monitor the implementation of contracts and certify payments of contract sum;
(f) Evaluation Committee; conduct all evaluations in accordance with the evaluation criteria and methodology in the bidding document.
(g) PPDA Appeals Tribunal: reviews a decision of a PDE where a bidder is aggrieved or a person whose rights are adversely affected by a decision made by the Accounting Officer.
(h) Decision making in respect of procurement management in each PDE is based on the principle of separation of powers and roles.

4.2 PDEs shall be classified in categories of large, medium and small depending on their annual budget.

PDE Categories:

| Size of Annual Budget | PDE Category | No. of Procurement Staff |
|---|---|---|
| Not exceeding UGX 150 Million | Small | 1 |
| Not exceeding UGX 350 Million | Medium | 2 |
| Over UGX 350 Million | Large | 2 and above |

4.3 PDEs in the small category shall employ a procurement officer in the PDU to handle procurement activities.

4.4 PDEs in the medium shall employ two and those under the large category shall employ two or more procurement personnel in the PDU to handle procurement activities. A procurement personnel shall have procurement qualification.

4.5 Decision making in respect of procurement management in each PDE shall be based on the principle of separation of powers and roles. The Accounting Officer shall be required to establish a PDU with the appropriate staffing.

## 5.0 FUNCTIONS AND REPORTING

### 5.1 Independence of functions and powers

5.1.1 The AO, the CC, the PDU, the EC and the UDs in a PDE shall each act independently in relation to their respective functions and powers.

5.1.2 None of the parties referred to in the paragraph above shall seek to influence the decisions or activities of the others, except as permitted under the Act and the Regulations.

5.1.3 Every party shall ensure that its duty is properly and professionally performed in accordance with the legal requirements and in order to guarantee independence of action with the objective of eliminating corrupt or fraudulent practices.

### 5.2 Reports of the PDE to the MOES and Chief Administrative Officer

5.2.1 PDEs which are fully decentralized, shall submit quarterly reports on procurement and disposal to the Authority and copied to the CAO of the District.

5.2.2 PDEs under Central Government shall submit quarterly reports on procurement and disposal to the Authority. These shall be copied to the Accounting Officer Ministry of Education and Sports or the Accounting Officer of Kampala Capital City Authority.

5.2.3 All quarterly reports shall be made using the format provided in **Annex 3.**

### 5.3 Functions of the Accounting Officer

5.3.1 An Accounting Officer shall have the overall responsibility for the successful execution of the procurement, disposal and contract management processes in the PDE and shall:

(a) Certify the availability of funds prior to the commencement of any procurement activities;

(b) Not sign contracts where the price of the best evaluated bidder exceeds the estimated market price;

Where the price of the best evaluated bidder is higher than the market price, established at the commencement of the procurement, the Entity may either carry out negotiations in accordance with Section 80 of the PPDA Act, Cap. 205 or Accounting Officer shall re-assess the market price to ascertain that the market price is still valid.

Where the Accounting Officer ascertains that the market price established at the commencement of the procurement is still valid, the procurement shall be cancelled and re-tendered.

(c) Implement the recommendations of the Authority;

(d) Submit all reports as required under the Act, and the Regulations to the Authority;

(e) Submit applications to the Authority, for any deviations from use of the standard bidding documents;

(f) Advertise bid opportunities

(g) Communicate award decisions;

(h) Sign contracts for procurement or disposal activities on behalf of the Procuring and Disposing Entity;

(i) Investigate complaints by providers

(j) Undertake the following activities, for the purposes of disposal of the public assets of a Procuring and Disposing Entity—

  (i) Assess and verify the public assets identified by a User Department or by the Board of Survey for disposal;

  (ii) Cause the assets identified under subparagraph (i) to be valued in accordance with regulations made under the Act; and

  (iii) Approve the reserve price for the public assets to be disposed of.

## 5.4 Disagreement between Accounting Officer and Contracts Committee

5.4.1 Where the Accounting Officer in a PDE disagrees with the Contracts Committee, the Accounting Officer shall state the reasons for the disagreement in writing and may:

(a) return the decision to the Contracts Committee for review; or

(b) request for an independent review by the Authority.

Where the Contracts Committee following a review is of the same position, the Accounting Officer shall take a final decision on the matter.

## 5.5 Roles of the Governing Body

5.5.1 The Governing Body i.e. Board of Governors or School Management Committee shall have roles of approving the school budget and workplan; and monitoring the implementation through periodic meeting with the Headteacher.

5.5.2 A member of the governing body of a PDE shall not seek to influence a decision of a Contracts Committee or Accounting Officer.

5.5.3 The governing body shall approve any appointment to the Contracts Committee and PDU.

## 5.6 Accounting Officer not to be member of Contracts Committee

5.6.1 The Accounting Officer shall not be a member of the Contracts Committee and shall not seek to influence any decision of a Contracts Committee.

## 5.7 Appointment of Contracts Committee

5.7.1 The Accounting Officer shall nominate the Contracts Committee and forward the names to the governing body for approval.

5.7.2 The Accounting Officer shall appoint the Contracts Committee in writing, by letter of appointment.

5.7.3 The head of the PDU of the PDE shall support the functioning of the Contracts Committee and shall not be a member of the Contracts Committee.

5.7.4 The Accounting Officer shall ensure that any appointment to the Contracts Committee is made from among serving staff employed on a full-time basis with the PDE.

5.7.5 In assessing a candidate for suitability for appointment to a Contracts Committee, the Accounting Officer shall consider the following:

(a) proven track record of sound judgment;
(b) appropriate level of seniority and experience in decision making;
(c) does not have more than two members from the same department.

5.7.6 When reappointing a Contracts Committee, the Accounting Officer shall consider the need for both continuity and rotation of personnel in the membership of the Contracts Committee.

5.7.7 The Accounting Officer may appoint a temporary member of the Contracts Committee, with the prior approval of the governing body to replace a permanent member who may be absent for a long period.

## 5.8 Membership of Contracts Committee

5.8.1 A Contracts Committee shall be composed of a minimum of three members and a maximum of five members.

5.8.2 The quorum for Contracts Committee meetings shall be two where there are three members and three where there are four to five members.

5.8.3 The Accounting Officer shall appoint a chairperson of the Contracts Committee from amongst the full-time technical staff within the school that meet the criteria under clause 5.7.5 above.

5.8.4 Where the Contracts Committee Chairperson or member is appointed as an Accounting Officer of the school, he\she shall cease to be a chairperson/member of the Contracts Committee. Another member of staff shall be appointed in that position.

5.8.5 A person shall be a member of a Contracts Committee in his or her individual capacity.

5.8.6 Where a member of a Contracts Committee is unable to attend a meeting, he or she shall not nominate an alternate member or proxy.

5.8.7 A temporary member shall be appointed only for the period for which the permanent member is absent.

## 5.9 Termination of office or removal of member of the Contracts Committee

5.9.1 The Accounting Officer may at any time terminate the appointment of a member of the Contracts Committee for:

(a) abuse of office;
(b) corruption;
(c) incompetence;
(d) physical or mental incapacity which renders the member incapable of performing his or her duties;
(e) failure to attend three consecutive scheduled meetings without reasonable grounds;
(f) conviction of an offence involving moral turpitude;
(g) being declared bankrupt by courts of law;
(h) on any other reasonable ground.

5.9.2 The Accounting Officer in consultation with the Governing body may remove and substitute any member of the Contract Committee, prior to the expiry of his or her term of office where it is necessary:

(a) where the structure or status of the PDE has changed; or
(b) the position of the incumbent Contracts Committee member has changed.

5.9.3 Termination of office or removal of a Contracts Committee member shall be subject to the prior approval of the governing body.

5.9.4 The term of appointment shall be three years renewable once.

## 5.10 Functions and powers of a Contracts Committee

5.10.1 The Contracts Committee shall be responsible for approving the recommendations from the PDU and award of contracts. In particular it shall be responsible for:

(a) Approving the PDE's annual procurement and disposal plan and any amendments to the plan;
(b) Approving evaluation reports;
(c) Approving negotiation teams;
(d) Ensuring that before it is approved, a procurement or disposal is in accordance with the procurement plan;
(e) Approving bidding and contract documents;
(f) Approving procurement and disposal procedures;
(g) Approving membership of Evaluation Committees and negotiation teams;
(h) Ensuring adherence to best practices in relation to procurement and disposal;
(i) Ensuring compliance with the Guideline, the Act and the Regulations;
(j) Approving contract amendments;
(k) Approving cancellation of a procurement process or a disposal process at any time, before a contract is awarded to the best evaluated bidder;
(l) Verifying assets identified for disposal, ensuring they are valued and approving a reserve price.

## 5.11 Member to declare Conflict of Interest

5.11.1 Where a member of a Contracts Committee has any pecuniary or other interest that may conflict with the performance of the functions of the member, the member shall declare a conflict of interest at the meeting.

5.11.2 Where a member declares a conflict of interest in any matter before the Contracts Committee, that member shall not take part in the proceedings or exercise of any powers by the committee relating to the item or the matter.

## 5.12 Decision making procedure by a Contracts Committee relating to submission

5.12.1 A Contracts Committee shall consider each submission made, the recommendation of the PDU and approve or reject the submission made.

5.12.2 A Contracts Committee shall state the reasons for rejecting a submission. In its decisions, the Contracts Committee shall be independent and base them on the Guideline, the Act, the Regulations, best practices and shall act in good faith.

5.12.3 A decision of a Contracts Committee shall be unanimous or, where unanimity cannot be achieved, shall be by simple majority of the members present.

5.12.4 A decision of the Contracts Committee shall be recorded using the Form in **Annex 4**.

5.12.5 A decision under this section shall be made within ten working days upon receipt of a submission from the PDU.

## 5.13 Disagreement between Contracts Committee and Procurement and Disposal Unit

5.13.1 Where a Contracts Committee disagrees with a PDU, concerning any decision pertaining to the application or interpretation of procurement method, process or practice under the Guideline and the Regulations, the Contracts Committee shall state the reasons for its disagreement in writing and may:

(a) Return the submission to the PDU for review;
(b) Request for an independent review by the Authority.

## 5.14 Records of Contracts Committee meetings

5.14.1 The secretary of the Contracts Committee shall record the minutes of the meeting.

5.14.2 The minutes of each Contracts Committee meeting shall include:

(a) A register of attendance, signed by all members;
(b) A declaration to abide by the code of ethical conduct in business; and
(c) A record of the submissions made, their consideration and decisions made for each matter handled.

## 5.15 Co-opting of advisors and observers by the Contracts Committee

5.15.1 A Contracts Committee may co-opt an adviser in the discharge of its functions. An advisor shall not take part in the decisions of the Contracts Committee and shall only attend a part of a meeting, which considers the matter on which the advice is required.

5.15.2 A member of a user department, an Evaluation Committee or negotiation team may attend a Contracts Committee meeting to offer clarification on the request of the Contracts Committee.

## 5.16 Responsibilities of the Chairperson of a Contracts Committee

5.16.1 The Chairperson of a Contracts Committee shall preside over the meeting of the Contracts Committee and, in the Chairperson's absence; a member from among those present shall be elected to preside over the meeting.

5.16.2 The Chairperson shall be responsible for guiding the secretary in drawing up the agenda. He/she shall ensure that the agenda specifies:

(a) The date, time and venue of the meeting;
(b) The submissions to be considered;
(c) Issues to be discussed; and
(d) Any adviser to attend the meeting;

5.16.3 He/she shall also ensure that:

(a) The performance of the Contracts Committee is in accordance with all legal requirements, codes of conduct and standards established by the Authority;
(b) Order is maintained and productive work done at all meetings;
(c) Open and participatory debate by members present is possible at all meetings;
(d) Specialist advice is obtained if so required; and
(e) The minutes of the Contracts Committee meetings are confirmed by members and signed as required.

## 5.17 Responsibilities of the Secretary of a Contracts Committee

5.17.1 The Secretary of a Contracts Committee shall be responsible for:

(a) Assisting the Chairperson in convening meetings and preparing the agenda;
(b) Organizing and providing the necessary facilities for meetings of the Contracts Committee;
(c) Ensuring that the agenda, submissions and any other documentation are distributed to Contracts Committee members within a reasonable time before any meeting;

(d) Recording the minutes of the meetings;
(e) Keeping all records of the Contracts Committee including, submissions and minutes;
(f) Promptly notifying the relevant officials of the decisions of the Contracts Committee;
(g) Coordinating all activities of the Contracts Committee;
(h) Preparing reports of the Contracts Committee;
(i) Monitoring the term of membership of Contracts Committee members and notifying the Accounting Officer at least two months prior to the expiry of the term of membership.

**5.18 Establishment of Procurement and Disposal Unit**

5.18.1 The Accounting Officer shall cause to be established a PDU. The number of staff shall be determined by the anticipated;
(a) Number of procurement and disposal requirements;
(b) Value of procurement and disposal requirements; and
(c) Complexity of procurement or disposal requirements.

**5.19 Functions and Powers of Procurement and Disposal Unit**

5.19.1 A PDU shall:
(a) Manage all procurement activities of the PDE except, adjudication and the award of contracts;
(b) Advise the UDs on the individual procurement methods;
(c) Support the functioning of the Contracts Committee
(d) Implement the decisions of the Contracts Committee;
(e) Consolidate the procurement and disposal plan of the PDE;
(f) Recommend procurement and disposal procedures;
(g) Prepare bidding documents in consultation with the user department;
(h) Manage bid opening and closing;
(j) Prepare advertisements of bid opportunities;
(k) Issue bidding documents and receive bids;
(l) Maintain a list of providers;
(m) Maintain and archiving records of the procurement and disposal process;
(n) Prepare monthly reports for the Contracts Committee;
(p) Prepare any such reports as may be required from time to time and report any significant departures from the terms and conditions of the awarded contract;
(q) Require reports from UDs relating to contract management;
(r) Provide clarifications on bidding documents;
(s) Recommend the composition of Evaluation Committee and negotiation teams for the approval of the Contracts Committee;

(t) Solicit for independent advice as may be necessary in the discharge of its function;

(u) Ensure compliance with the provisions of the Act, Regulations, Guidelines and best practices.

### 5.20 Functions and Powers of User Departments

5.20.1 The UD shall perform the following functions:

(a) Liaise with and assist the PDU throughout the procurement or disposal process to the point of contract placement;

(b) Initiate procurement and disposal requirements and forward them to the PDU;

(c) Propose technical input to statements of requirements for procurements to the PDU;

(d) Certify invoices for payments to providers;

(e) Report any departures from the terms and conditions of an awarded contract to the PDU;

(f) Forward details of any required contract amendments to the PDU;

(g) Maintain and archive records of contract management;

(h) Prepare any reports required for submission to the PDU, CC or Accounting Officer.

### 5.21 Role of the User Department in preparation of the procurement plan

5.21.1 Every User Department shall prepare a procurement plan based on the approved budget, which shall be submitted to the PDU for implementation and may seek technical assistance, where necessary.

### 5.22 Evaluation Committee

5.22.1 All evaluations shall be conducted the Evaluation Committee, which shall report to the PDU. The Evaluation Committee is formed on a case-by-case basis. The Evaluation Committee shall assess the bid in accordance with the appropriate criteria with a view to determining the best evaluated bid.

5.22.2 The number of members of the Evaluation Committee shall depend on the value and complexity of the procurement requirement, but shall in all cases be a minimum of three.

5.22.3 Evaluation of micro procurements shall not require an Evaluation Committee. The PDU shall undertake a comparison of at least three quotations.

5.22.4 The members shall be of an appropriate level of seniority and experience, depending on the value and complexity of the procurement requirement.

5.22.5 A member of a PDU or a User Department may be a member of an Evaluation Committee, where he or she has appropriate skills or experience.

5.22.6 In order to maintain independence of functions and powers, a member of a Contracts Committee shall not be a member of an Evaluation Committee.

5.22.7 A member of the Evaluation Committee may be external to the PDE or institution where the required skills or experience are not available within the PDE.

5.22.8 The meetings of the Evaluation Committee, the conduct of the evaluation and the evaluation methodologies shall be executed in accordance with the Regulations and Guidelines.

5.22.9 Membership of the Evaluation Committee shall be recommended by the PDU.

5.22.10 All members of the Evaluation Committee shall sign a declaration to abide by the code of ethical conduct in business.

## 6.0 PROCUREMENT PROCESS

### 6.1 Pre-qualification

6.1.1 Pre-qualification may be used to obtain a list of bidders who have been evaluated as able to meet the PDE's needs for certain items or services.

6.1.2 The information required from the provider shall be the minimum required to make a judgment on the firms' suitability and shall not be so complex as to discourage a provider from expressing interest.

6.1.3 The criteria for pre-qualification shall be limited to that necessary for performance of the intended contract and shall not be unduly restrictive.

6.1.4 The assessment of pre-qualification shall be in accordance with the pre-set requirements and criteria.

6.1.5 The list of pre-qualified providers shall be updated periodically at least annually to enhance competition.

6.1.6 The CC shall approve the list of pre-qualified providers.

6.1.7 PDEs may access the list of pre-qualified providers from the Register of Providers or other entities and use such providers where available.

## 6.2 Advertisement

6.2.1 PDEs shall advertise when:
- (a) using the open bidding method;
- (b) pre-qualifying suppliers for common user items.

6.2.2 Advertisements shall be made in:
- (a) National Newspapers of wide circulation;
- (b) Regional Newspapers in the PDEs locality; or
- (c) At Notice Boards at District HQs, sub-county offices, churches, mosques or other well-used and accessible public places.

6.2.3 Advertisements shall give adequate time for prospective bidders to prepare their bids and be able to submit them.

6.2.4 A minimum of ten (10) working days shall be allowed between the first day of advertisement and the closing date for the submission of bids.

## 7.0 PROCUREMENT PRINCIPLES AND RULES

**7.1 Basic Principles**: All public procurement and disposal activities in PDEs shall be conducted in accordance with the following basic principles:
- (a) Non-discrimination;
- (b) Transparency, accountability and fairness;
- (c) Maximisation of competition and ensuring value for money;
- (d) Confidentiality;
- (e) Economy and efficiency; and
- (f) Promotion ethics.

## 7.2 Records of a Procuring and Disposing Entity open to inspection by the Authority

7.2.1 A PDE shall maintain records of its procurement and disposal proceedings for a period of seven years.

7.2.2 The records of the procurement and disposal process shall be open to inspection by the Authority and a competent Authority during working hours.

## 7.3 Contents of Procurement Records

7.3.1 Procurement records to be maintained by the PDU shall include:

(a) Requests to initiate a procurement requirement;
(b) Published advertisements or shortlists;
(c) Pre-qualification and solicitation documents and any amendments or clarifications;
(d) Records of bid closing and bid opening;
(e) Bids evaluated or clarifications requested and responses received;
(f) Evaluation Reports;
(g) Minutes of meetings on procurement, including and negotiation meetings;
(h) Notices of best evaluated bidder;
(i) Contract documents;
(j) Contract amendments;
(k) Correspondences between the PDE and a bidder or potential bidder;
(l) Submissions to and all decisions of the CC related to the procurement including the choice of procurement method, approval of pre-qualification and solicitation documents, approval of evaluation reports, contract award, approval of contract documents and contract amendments and any decision to suspend or cancel procurement proceedings.

## 7.4 Contents of Contract Management Records

7.4.1 Contract management records maintained by the PDE shall include:

(a) Signed contract documents, including any signed contract amendments;
(b) Variations or change orders issued under the contract;
(c) Post contract documents relating to the fulfillment of contract obligations in particular copies of bank guarantees or payment guarantees;
(d) Minutes of any meetings related to contracts management, including contract progress or review meetings;
(e) Delivery documents evidencing delivery of supplies or completion certificates in relation to a contract for services or works under the contract;
(f) Invoices for works, services or supplies including work papers verifying the accuracy of payments claimed and details of the actual payment authorized by a contract manager;
(g) Payment worksheets evidencing management of all payments made;
(h) Claims made by the contract manager on behalf of the PDE in respect of any warranty, non-warranty, short supply, damage and other claims upon the provider or upon the PDE;
(i) Submissions to the CC and decisions related to the contract management including the approval of contract amendments.

### 7.5 Procurement Planning

7.5.1 A procurement plan shall be drawn from the approved budget.

7.5.2 User Departments shall identify their procurement needs and submit them to the PDU for consolidation.

7.5.3 The PDU shall then integrate the requirements into the annual procurement plan in order to enhance procurement scheduling, financial predictability, accounting and control over procurement budgets.

### 7.6 Availability and confirmation of funds

7.6.1 Confirmation of the availability of funds shall be made by the Accounting Officer or by any officer authorized by the Accounting Officer before the start of the process of procurement.

7.6.2 A PDE shall not initiate any procurement proceedings or activities, for which funds are neither available nor adequate, except:

(a) Where the delivery of goods, services or supplies and consequent payments to a provider are anticipated to be effected from subsequent financial years.

(b) In the case of framework contracts, funds will be committed at the time of issue of each specific call off order;

7.6.3 A procurement may be initiated before the receipt of funds, but a contract shall not be signed before the availability of funds.

## 8.0 PROCUREMENT METHODS AND THRESHOLDS

### 8.1 Open Domestic Bidding

8.1.1 Open Domestic Bidding is the procurement method, which is open to participation on equal terms to all providers through advertisement of procurement and disposal opportunities. It is used to obtain maximum competition possible and value for money. The procedure for open bidding is summarized in **Annex 5.**

### 8.2 Restricted Domestic Bidding

8.2.1 Restricted domestic bidding is the procurement method where bids are obtained by direct invitation from prospective providers without open advertising. It is used to obtain competition and value for money and where circumstances do not justify open bidding. Bidding shall be invited from a shortlist that shall include at least three bidders to ensure effective and real competition. The procedure for restricted bidding is summarized in **Annex 6**.

## 8.3 Quotation Method

This is a simplified procurement method, which compares price quotations obtained from at least three providers. It is used to obtain competition and value for money where circumstances do not justify a full bidding process. The procedure for the Quotation method is summarized in **Annex 7.**

## 8.4 Micro Procurement

Micro procurement is a procurement method which shall be used for very low value procurement requirements. Micro procurement shall be used to achieve efficient and timely procurement where the value does not justify a competitive procedure. The procedure for micro procurement is summarized in **Annex 8.**

## 8.5 Direct Procurement

8.5.1 Direct procurement is a single sole source method of procurement where exceptional circumstances prevent the use of competition.

## 8.5A Extended Procurement Procedures for school supplies

**a) Quotation Method for procurement of food stuff, fire wood, and Charcoal from farmers, produce stockists, and the open market**

i. The school shall conduct a market survey to ascertain prices of the items prior to undertaking the procurements to inform the final price;

ii. Through the Procurement and Disposal Unit, the school will directly negotiate prices of food supplies with farmers at the farm, the open market, stockists and staff;

iii. The contracts committee will be responsible for approving the list of farmers, produce stockists and suppliers annually and when there is a change made to the list;

iv. Supplies will be procured by obtaining quotations from at least three suppliers under each respective category of requirement for comparison and to enable competition;

v. Procurement requisition forms shall be filled by the user departments and approvals obtained at all levels prior to the purchase of the items.

vi. Verification of items to confirm quality and quantity of goods received shall be undertaken at the school by:

(a) A representative from the concerned User Department;
(b) The School Bursar; and
(c) The person in charge of stores
who shall report to the Headteacher.

(d) The school shall document the procurement process and negotiation with staff, parents, open market, stockists and farmers and maintain the records.

**b) Direct procurement of food stuff from staff with gardens**

The procurement of food supplies under this approach will follow the procedure in 8.5A (a) above

**c) Trading off school fees with parents for food items**

This method shall apply where the school trades off school fees for supply of food items with parents.

Where the school has parents who are farmers of food stuff like maize, beans, cassava, sweet potatoes and rice among others that are required by the school, the parents may apply to the school to provide food supplies in exchange for school fees using the following procedure:

i. Parents willing to supply food items shall submit an expression of interest to the school for consideration;

ii. A market survey shall be undertaken to ascertain prices of the food stuff items and a report with recommendations from the PDU submitted to the contracts committee for consideration.

iii. The school shall enter into an MOU with the parent. The school shall document and maintain records in the procurement process including the negotiations undertaken if any.

iv. Verification of items to confirm quality and quantity of goods received shall be undertaken at the school by:

(a) A representative from the concerned User Department;
(b) The School Bursar; and
(c) The person in charge of stores
who shall report to the Headteacher.

For the above-mentioned alternative procurement procedures, the Accounting Officer shall ensure that:

i. Goods are verified by the head of stores or user department.

ii. Movement of items will be monitored by a form authorised by the Deputy Head teacher or Head teacher;

iii. All supplies shall be are verified for quality and quantity of goods received by a representative of a User Department, the School Bursar or the stores in charge who will report to the Head teacher;

iv. The procurement of food stuff, firewood and charcoal shall use the Simplified Bidding Document for alternative procurement and disposal system for schools (***Annex 9)***

**d) Trading off labour (services) in exchange for school fees**

Where parents and learners express interest and are willing to carry out some services such as cleaning, compound maintenance and other labour tasks in exchange for learning / school fees, the school may consider the proposal on a case-by-case basis to be approved through the procurement structures at the school and MOU entered into with the school.

This is restricted to learners who are above 18 years of age and services should be mainly spread out during the holiday period to avoid interference with the learners' academic calendar.

**e) Direct procurement of labour contracts for minor repair works and services**

i. Procurement requisition forms shall be filled by the User Departments and approvals obtained at all levels prior to the purchase of the items

ii. The school procures materials for the minor works and services and negotiates labor fees for the identified laborer.

iii. Verification of works or services to confirm quality shall be undertaken at the school by:

(a) A representative from the concerned User Department;
(b) The School Bursar; and
who shall report to the Headteacher.

## 8.6 Thresholds for Procurement Methods

8.6.1 A PDE shall determine the method to be used based on expenditure limits, time, duration, level of authorization and urgency of the requirements.

8.6.2 A PDE shall use the procurement methods and thresholds shown in the Table below.

| Procurement Methods | Conditions/Rules for Use and Thresholds |
|---|---|
| Open Domestic Bidding | Shall be used where:<br>i. The estimated value of the works exceeds UGX 300 Million.<br>ii. The estimated value of the supplies and non-consultancy services exceeds UGX 200 Million;<br>iii. The estimated value of consultancy services from a firm exceeds UGX 200 Million; or<br>iv. The estimated value of consultancy services from an individual exceeds UGX 50 Million. |
| Restricted Domestic Bidding | Shall be used where:<br>i. The estimated value of the procurement of works is greater than UGX 100 Million but not greater than UGX 300 Million;<br>ii. The estimated value of the supplies and non-consultancy services is greater than UGX 50 Million but does not exceed UGX 200 Million;<br>iii. The estimated value of the consultancy services from a firm exceeds UGX 100 Million but does not exceed UGX 200 Million; or<br>iv. The estimated value of the consultancy services from an individual exceeds UGX 10 Million but does not exceed UGX 50 Million. |
| Quotation Method | Shall be used where:<br>i. There is insufficient time for open domestic or restricted domestic procedure such as in an emergency situation; |

| Procurement Methods | Conditions/Rules for Use and Thresholds |
|---|---|
| | ii. The estimated value of the works exceeds UGX 5 Million but does not exceed UGX 100 Million;<br>iii. The estimated value of the supplies and non-consultancy services exceeds UGX 5 Million but does not exceed UGX 50 Million;<br>iv. The estimated value of the consultancy services from a firm exceeds UGX 5 Million but does not exceed UGX 100 Million; or<br>v. The estimated value of the consultancy services from an individual exceeds UGX 5 Million but does not exceed UGX 10 Million.<br>A minimum of three quotations shall be obtained to facilitate comparison and competition. |
| Micro Procurement | Shall be used where:<br>i. The estimated value of the works does not exceed UGX 5 Million;<br>ii. The estimated value of the supplies and non-consultancy services does not exceed UGX 5 Million;<br>iii. The estimated value of the consultancy services from a firm or an individual does not exceed UGX 5 Million. |
| Direct Procurement | Shall be used where:<br>i. There is insufficient time for any other procedure such as in an emergency situation;<br>ii. The works, services or supplies are available from only one provider; or<br>iii. The value of the new works, services or supplies does not exceed 15% of the original or existing contract value.<br>Where direct procurement is used more than once, the value of the new works, services or supplies shall not exceed 25% of the original or existing contract value. |

## 9.0 DISPOSAL METHODS

### 9.1 Disposal methods shall include:

(a) Public Auction
(b) Public Bidding
(c) Sale to Public Officers
(d) Direct negotiations

(e) Destruction of assets
(f) Trade in
(g) Transfer to another PDE
(h) Donation

### 9.1.1 Public Auction

Public Auction is a disposal method open to all. It is appropriate:

(a) For high volume of low value assets for which there is a large number of potential bidders and there are no conditions or restrictions attached to the sale; or
(b) Where there is a large variety of assets to be disposed of in one location and there is no need to control who buys or uses the asset.

### 9.1.2 Public Bidding

Public Bidding is a disposal method open to all members of the public that may have interest to purchase the public asset.

### 9.1.3 Sale to Public Officers

Sale to public officers is a disposal method where the sale of a public asset is to public officers in the neighbouring schools where the personal use of particular assets would directly enhance the performance of the public officer in execution of his or her duties in the PDE.

### 9.1.4 Direct Negotiations

Direct negotiations shall be used where national security, public interest, health and safety issues or environmental considerations or other consideration are served, when a disposal is made to a particular bidder.

### 9.1.5 Destruction

Disposal by destruction is used:

(a) On grounds of national security or public interest, health and safety, or environment considerations, or
(b) Where the asset has no residual value and it cannot be transferred to any other PDE or converted or classified into another form of value or disposed of by donation.

### 9.1.6 Trade in

(a) Trade-in shall be used where a public asset of a PDE will be upgraded in a convenient, economic and efficient way, by trading-in a surplus public asset of the PDE, to offset the purchase price of a new asset.
(b) Trade-in shall not be used where competition and value for money will not be achieved in the procurement process.

### 9.1.7 Transfer to another PDE

Transfer to another PDE shall be used where the PDE to which a transfer of the public asset is made shall make further use of the public asset.

### 9.1.8 Donation

Donation of a public asset shall be used where –

(a) The school seeks to contribute to Corporate Social Responsibility Social contribution to a private entity;

(b) The public asset cannot be transferred to another PDE.

## 9.2 Procedure for Disposal

9.2.1 The user department declares the assets for disposal and consolidates them in the Annual Disposal Plan.

9.2.2 The Contracts Committee approves the presented disposal plan and submits it to the governing body to approve disposal action.

9.2.3 The Governing Body invites the Board of Survey for a report and upon receiving it, approves boarding off.

9.2.4 The user department initiates the disposal and the Contract Committee approves the method of disposal and the reserve price following a valuation.

9.2.5 The school advertises the disposal notice on the school notice board and the District or Municipal Council notice board.

9.2.6 There shall be no advertisement for low value items with a combined reserve price of UGX. 30 Million.

## 9.3 Procedure for disposal of assets given by the MOES and Local Governments

9.3.1 The governing body recommends disposal of the asset to the PS MOES/the respective CAO.

9.3.2 Following receipt of the approval to dispose from the PS MOES/ CAO, the Headteacher submits the approval to the user department to commence the disposal process under 9.2.

## 10.0 DELEGATION OF FUNCTIONS

### 10.1 Delegation and contracting out of procurement and disposal functions

10.1.1 An Accounting Officer may:

(a) Delegate his/her procurement and disposal functions, those of the Contracts Committee or PDU to:

(i) a department of a PDE;

(ii) a member of staff of a PDE.

(b) Contract out certain procurement and disposal functions of the PDU or user departments to a third-party procurement or disposal provider.

(c) An Accounting Officer may also delegate in writing the any of his functions to a member of staff of a PDE. He/she however shall remain accountable for all decisions taken under the delegated authority.

(d) A holder of delegated authority is obliged at all the times to comply with the Guideline, the Act and the Regulations and any conditions of the delegation.

## 11.0 THIRD PARTY PROVIDERS

### 11.1 Functions which may be contracted out to a third-party provider

11.1.1 Where there is lack of technical capacity, an Accounting Officer may contract out a procurement or disposal function of the procuring and disposal entity to a third party.

### 11.2 Contracting a third-party procurement provider

11.2.1 A third party procurement provider shall be selected from among providers pre-qualified by the Authority and shall be contracted by the PDE.

### 11.3 Contracts Committee to approve submissions of third-party providers

11.3.1 The third party contracted under this guideline shall submit a report of the procurement or disposal function undertaken, to the AO. A representative of the third-party provider may be invited to attend a contracts committee meeting as an adviser in relation to any assignment undertaken.

## 12.0 SOURCING METHODS AND BIDDING PROCESS

**12.1** The PDU shall source for providers of goods/services/works through any of the following applicable methods:

(a) Advertising;
(b) Pre-qualification;
(c) Short listing; or
(d) Direct procurement

**12.2** The bidding period shall be sufficient to allow bidders to prepare and submit their bids and shall not be reduced with the aim of limiting competition.

**12.3** A bid may be withdrawn by the bidder at any time before the deadline for bid submission.

### 12.4 Bid Security and bid securing declaration

12.4.1 A bidding document shall state any requirement for a bid security or bid securing declaration in accordance with the PPDA Guideline No. 3/ 2024 on Bid and Performance Securities.

### 12.5 Receiving and closing of bids

12.5.1 The receiving and closing of bids shall be either by receipt of bids in person and issue of a receipt, use of a bid box or by signing in a bid register book.

12.5.2 The PDU shall ensure that its officer is available at the location where the bids are submitted for a reasonable period before the deadline. Bids shall be closed at the precise time and date stated in. The bid closing process shall be managed by the PDU and witnessed by a representative of the Contracts Committee or a member of the User Department.

### 12.6 Bid opening

12.6.1 Open domestic and restricted domestic bidding methods shall include a public bid opening and the solicitation document shall contain instructions to bidders regarding the:

(a) Date and time of the bid opening;
(b) Precise location of the bid opening; and
(c) Information to be read out and recorded at the bid opening.

12.6.2 The bid box or bids shall not be opened until the time of the public opening.

12.6.3 The bid opening shall be managed by the PDU in full view of the bidders' representatives.

## 12.7 Evaluation of bids

12.7.1 Evaluation shall be conducted by an Evaluation Committee, which shall report to the PDU.

12.7.2 The evaluation criteria to be used shall be stated in the solicitation document. The evaluation shall be conducted in accordance with the stated criteria without any amendments or additions to the criteria. Evaluation criteria shall be used to assess compliance with the statement of requirements, ability to perform the proposed contract or ability to meet the objectives of the procurement.

12.7.3 Evaluation criteria shall not be drafted in a way, which restricts competition and without the use of brand names. Evaluation criteria which are not related to the statement of requirements, proposed contract or objectives of procurement shall not be included in the solicitation document.

12.7.4 Evaluations for works, non-consultancy services and supplies shall use the Technical Compliance Selection (TCS) evaluation methodology. The evaluation shall determine the best evaluated bid as the bid –

(a) which is eligible and administratively compliant to the technical requirements of the procuring and disposing entity; and
(b) with the lowest evaluated price.

12.7.5 Evaluations for consultancy services shall be in accordance with the Act and Regulations.

## 12.8 Determination of compliance and responsiveness of bids

12.8.1 A PDE's determination of a bid's compliance and responsiveness shall be based on the contents of the bid itself.

12.8.2 A compliant and responsive bid shall be one that conforms to all the instructions, requirements, terms and conditions of the solicitation documents without material deviation or omission.

12.8.3 If a bid is not compliant and responsive to the solicitation documents, it shall be rejected by the PDE.

12.8.4 An Evaluation Committee may correct any non-conformity or omission in the bid that does not constitute a material deviation.

12.8.5 A material deviation shall be that deviation that:

(a) Affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;

(b) Affects the ability of the bidder to perform the proposed contract; or

(c) Has a major impact on key factors such as costs, risk, time and quality.

**12.9 Stages of evaluation process**

12.9.1 An evaluation shall be conducted in three sequential stages:

(a) A preliminary examination to determine the eligibility of a bidder and the administrative compliance of bids received;

(b) A detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and

(c) A financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

12.9.2 Where necessary, post-qualification shall be conducted on the best evaluation bidder following completion of the financial comparison.

**12.10 Evaluation Report**

12.10.1 An evaluation report shall be prepared for each evaluation.

12.10.2 All members of the EC shall sign the evaluation report.

12.10.3 An evaluation report shall contain reasons for the rejection of any bid and details of any non-material deviations accepted and the way in which they have been quantified and taken into account in the financial comparison.

12.10.4 The evaluation report shall contain recommendations on:

(a) the best evaluated bidder and the evaluated price of the best evaluated bidder;

(b) where necessary, the issues for which negotiations should be conducted with the bidder; and

(c) a proposed price for the contract.

12.10.5 The PDU shall submit the evaluation report from the Evaluation Committee to the Contracts Committee for a decision.

12.10.6 The PDE shall within five working days after the decision of the Contracts Committee to award a contract display a notice of best evaluated bidder for ten working days on the notice board of the PDE and deliver a copy of the notice of best evaluated bidder to all bidders who participated in the bidding process.

12.10.7 Where a bid is still valid and the contract document does not contain any counter offer, a contract shall be formed when the contract document is signed and issued by a PDE.

### 12.11 Performance Security

12.11.1 A performance security maybe requested to protect against non-performance of a contract in accordance with the PPDA Guideline on Bid and Performance Securities.

### 12.12 Contract Management

12.12.1 After a contract has been signed, contract management shall pass from the PDU to User Department. The Accounting Officer shall appoint a contract manager/contract management team as nominated by the User Department. The PDU shall provide a copy of the contract to the User Department. The User Department shall prepare a contract implementation plan for monitoring purposes and forward a copy to the PDU.

## 13.0 PAYMENT TO PROVIDERS

### 13.1 Payment Terms

13.1.1 Solicitation documents and the resulting contracts shall specify the payment terms (methods and structures) that apply to a contract.

### 13.2 Payment Documents

13.2.1 The bidding documents shall clearly state the documents against which each payment shall be made. A payment document may include a document certifying or proving:

- (a) Delivery or receipt of goods, works or services is in accordance with the terms of the contract;
- (b) Content of the consignments delivered;
- (c) Insurance coverage of the delivered items;
- (d) Successful inspection of the delivered items;
- (e) Goods Received Note for goods received into stores;

(f) Origin or eligibility of the delivered items;
(g) Payment of costs specified in the contract, such as duties, levies, taxes that may be due and payable by the provider on the delivered items;
(h) Acceptance of installation or commissioning of the delivered items by the user department;
(i) Receipt or acceptance of reports, Guidelines, guides, or other documentation required as a deliverable against a contract;
(j) Actual time period worked;
(k) Actual works or services completed;
(l) Payment of sums due to sub-contractors;

13.2.2 Payment to a provider/supplier will require an original invoice from the provider specifying the payment due.

## 14.0 ADMINISTRATIVE REVIEW

### 14.1 Grounds for administrative review

14.1.1 A bidder may seek administrative review for any omission or breach of the Act, the Regulations, the provisions of solicitation documents or best practices, by the Procuring and Disposing Entity.

14.1.2 A bidder may submit an application for administrative review in writing to the Accounting Officer within ten working days from the date he or she first becomes aware of the circumstances giving rise to the complaint.

14.1.3 A bidder shall pay the sum of UGX 200,000 - upon lodging a request for administrative review. The Administrative Review Fee is refundable if the complaint is upheld following completion of the Administrative Review procedure.

### 14.2 Administrative review by the Accounting Officer

14.2.1 Upon receipt of an application for administrative review, the Accounting Officer shall immediately suspend the procurement or disposal proceedings

14.2.2 The Accounting Officer shall institute an investigation to consider:
(a) The information and evidence contained in the application;
(b) The information in the records kept by the Procuring and Disposing Entity;
(c) Information provided by staff of the Procuring and Disposing Entity;
(d) Information provided by other bidders; and
(e) Any other relevant information.

14.2.3 The Accounting Officer shall issue his or her decision in writing within ten working days of receipt of the application and the decision shall indicate:

(a) Whether the application is upheld or rejected;
(b) The reasons for the decision; and
(c) Corrective measures to be taken.

### 14. 3 Appeal to the Tribunal

14.3.1 Where a bidder alleges that the Accounting Officer a conflict of interest in respect of the complaint, it may submit an application for administrative review to the Tribunal, who may conduct the administrative review in place of the Accounting Officer.

14.3.2 A bidder may submit an application for administrative review to the Tribunal where the Accounting Officer does not issue a decision within ten working days or the bidder is not satisfied with the decision of the Accounting Officer.

## 15.0 SUSPENSION OF PROVIDERS

### 15.1 Grounds for Suspension

15.1.1 A provider may be suspended from participating in public procurement or disposal of public assets on the following grounds:

(a) Breach of the Code of Ethics for providers;
(b) The provider is debarred from the procurement processes of an international agency of which Uganda is a member;
(c) The provider is found to have a record of unsatisfactory performance following investigation by the Auditor General and an independent body appointed by the Auditor General;
(d) The provider is convicted of a corrupt or fraudulent practice under the Act.

15.1.2 An Accounting Officer from a PDE where any of the above grounds occur shall submit in writing a request to suspend a provider giving reasons for the request to the Authority.

15.1.3 Suspended suppliers are excluded from participating in public procurement and disposal for a period to be determined by the Authority on a case-by-case basis.

## 16.0 CONTENTS OF SOLICITATION DOCUMENTS

**16.1** **Invitation for Bids (IFB):** This notice is issued to bidders inviting them to submit bids to the Procuring and Disposing Entity.

**16.2** **Instruction to Bidders (ITB):** This shall describe how bids are to be prepared and submitted, other documents required including performance bonds, bid forms, financial statements where applicable and contract references. This section shall highlight precautions against undue contact and attempts to influence procurement office staff, format for submitting bids, pricing and currency of the bids, domestic preference, and criteria for bid evaluation and procedures for adjudication. The ITB has standard wording which should not be amended.

**16.3** **Bid Data Sheet (BDS):** This is used to complement, supplement or amend the provisions in the ITB. It has clauses numbered to correspond with those in the ITB. Whenever there is a conflict the provision in the bid data sheet shall prevail.

**16.4** **Evaluation Methodology and Criteria:** This section provides for evaluation methodology and criteria in accordance with the PPDA Regulations and 12.7 above.

**16.5** **Bidding Forms:** This section contains the following bidding forms;

**16.5.1** **Supplies:**

(a) Bid submission sheet
(b) Price schedule for supplies and related services
(c) Bid security
(d) Manufacturers' authorization

**16.5.2** **Works:**

(a) Bid submission sheet
(b) Activity schedule/bills of quantities
(c) Bid security/bid securing declaration
(d) Bid qualification form

**16.5.3** **Consultancy Services:**

***Technical Bid – Standard Forms***

(a) Technical Bid Submission Sheet
(b) Bidder's references
(c) Comments and suggestions on the Terms of Reference
(d) Description of the methodology for performing the assignment

(e) Team composition and task assignments
(f) Format of curriculum vitae for proposed professional staff
(g) Estimated time schedule for professional staff
(h) Activity (work) schedule
(i) Bid security

***Financial Bid - Standard Forms***

(a) Financial Bid Submission Sheet
(b) Summary of bid price (Breakdown of lump sum)
(c) Breakdown of fees
(d) Breakdown of reimbursables
(e) Breakdown of miscellaneous expenses.

***16.5.4 Non- Consultancy Services:***

(a) Bid Submission Sheet
(b) Bid Security
(c) Price Schedule
(d) Qualification Form

**16.6** **Eligible Countries:** This section indicates eligible countries to participate in the procurement.

**16.7** **Statement of Requirements (SOR):** The Statement of Requirements defines the works, services or supplies to be purchased. The SORs may take the form of specifications for supplies, terms of reference for services and scope of works for works procurements.

**16.8** **General Conditions of Contract (GCC):** The general conditions shall cover all possible aspects relating to the obligations of the supplier and purchaser in relation to the contract and shall define breach, fundamental breach of the terms and remedies applicable to either party. The GCC has standard wording which must remain unchanged in the format laid out in the standard bid documents.

**16.9** **Special Conditions of Contract (SCC):** These are used to complement, supplement or amend the provisions of the GCC. Wherever there is a conflict the SCC shall prevail.

**16. 10** **Contract Forms:** These include an agreement/LPO, performance security and advance payment security. A copy of a sample framework agreement is attached as **Annex 11.**

## 17.0 REVOCATION OF GUIDELINE NO. 5 OF 2014 AND TRANSITION

17.1 Guideline No.1 of 2024 on thresholds for procurement methods is revoked.

17.2 A procurement process that had commenced using Guideline No. 5 of 2014 shall be continued and completed under this Guideline.

**Signed:**

| | |
|---|---|
| .............................. | .................................... |
| Julius K. Ishungisa | Benson Turamye |
| **BOARD CHAIRMAN** | **EXECUTIVE DIRECTOR** |

.........................................

**DATE**

## ANNEX 1

## CODE OF ETHICAL CONDUCT FOR BIDDERS AND PROVIDERS

(Under Section 127 (2) of the Public Procurement and Disposal of Public Assets Act, Cap. 205)

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

1. **Compliance with Applicable Law**
   Bidders and Providers must operate in full compliance with applicable laws, rules, and regulations.

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

3. **Standards**
   Bidders and Providers shall-
   i. strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
   ii. comply with the professional standards if their industry or of any professional body of which they are members.

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

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

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

6. **Gifts and Hospitality**
   Bidders and Providers shall not offer gifts or extend hospitality directly or indirectly to staff of the Procuring and Disposing Entity that might be

viewed by the public as having an influence on their decisions.

**7. Inducements**

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

**8. Fraudulent Practices**

Bidders and Providers shall not-

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

**9. Labor, Human Rights and Social Responsibility**

***Labor***

Bidders and Providers must not engage in forced or compulsory labor in all its forms. Bidders and Providers must not employ children below 18 years of age.

Bidders and Providers must ensure the payment of wages in legal tender, at regular intervals directly to the employees concerned Bidders and Providers should keep an appropriate record of such payments.

***Harassment***

Bidders and Providers and their employees must not engage in any form of harassment, including sexual harassment, mental or physical coercion, or verbal abuse of staff of Procuring and Disposing Entities and contractors including employees.

Bidders and Providers should report allegations of harassment or sexual harassment by Procuring and Disposing Entities staff to the Employer or the Authority. The reporting can be anonymous. Bidders and Providers must not dissuade or penalize their employees from reporting harassment or sexual harassment allegations.

***Non-discrimination***

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

## 10. Health and Safety Conduct

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

## 11. Environmental Policy

***Environmental Conduct***

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

***Pollution prevention and resource reduction***

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

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

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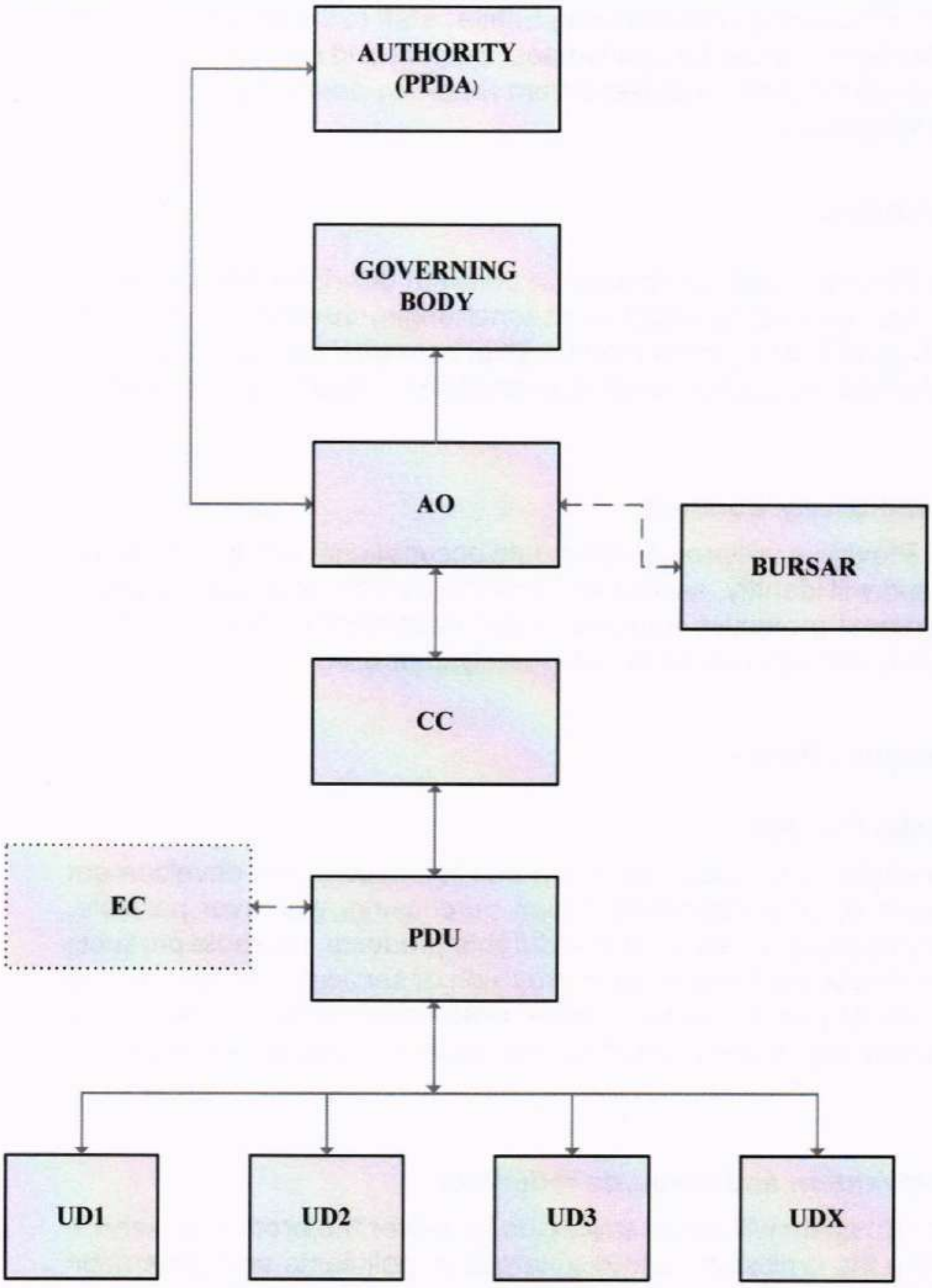
AUTHORISED SIGNATORY NAME OF BIDDER/PROVIDER

## ANNEX 2 - STRUCTURE OF A PROCURING AND DISPOSING ENTITY




**Key:**

AO – Accounting Officer
PDU – Procurement and Disposal Unit
EC – Evaluation Committee
CC – Contracts Committee
UD – User Department

## ANNEX 3 - QUARTERLY REPORT FOR SCHOOLS ON PROCUREMENTS AND DISPOSALS

***(Insert Name of Procuring and Disposing Entity)***

| **Period of Reporting** | |
|---|---|
| **Financial year** | |

| **PART I: CONTRACTS AWARDED (except Micro Procurements)** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Procurement Reference Number** | **Subject of procurement** | **Method of procurement** | **Provider** | **Reservation/ Preference Schemes (Yes/No)** | **Category of Provider (Foreign/ National/ Resident)** | **Date of award of contract** | **Market price of the procurement** | **Contract value (Currency and amount)** |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | **TOTAL** | | |

| PART II: CONTRACTS AMENDED OR VARIED | | | | | | |
|---|---|---|---|---|---|---|
| Procureme nt Reference Number | Subject of procurement | Indicate Amendment or variation | Provider | Date of amendment or variation | Value of A/V (currency and amount if applicable) | Revised contract value and currency if applicable) |
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| PART III: CONTRACTS COMPLETED | | | | | | | |
|---|---|---|---|---|---|---|---|
| Procurement Reference Number | Subject of procurement | Provider | Reservation/ Preference Schemes (Yes/No) | Category of Provider (Foreign/ National/ Resident) | Date of completion | Total amount paid and currency | Contract value (Currency and amount) |
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| | | | | | TOTAL | | |

| PART IV: REPORT ON MICRO PROCUREMENTS | | | | | | | |
|---|---|---|---|---|---|---|---|
| No | Procurement reference number | Subject of procurement | Provider | Preference/Reservation Scheme (Yes/No) | Category of Provider (Foreign/ National/ Resident) | Invoice and date of delivery/completion | Contract value (Currency and amount) |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | Total value of micro procurements of the PDE | |

**Declaration**

I hereby certify that the above information is a true and accurate record of the procurement and disposal transactions undertaken by the PDE within the period.

Name: ______________________ Title: ______________________

Signature: ______________________ Date: ______________________

**Accounting Officer**

Attach relevant minutes of the Contracts Committee

Copy: Contracts Committee

## ANNEX 4 - DECISION OF THE CONTRACTS COMMITTEE

THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS ACT

| | **Submission by the Procurement and Disposal Unit** | | **Decision by Contracts Committee** | **Conditions/Justification for Decision** |
|---|---|---|---|---|
| | **Date of submission to Contracts Committee** | | **Date/reference of Contracts Committee meeting** | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

Documents attached:

**Declaration by Procurement and Disposal Unit**

The information contained in this form and the attached documents is complete, true and accurate and in accordance with the Public Procurement and Disposal of Public Assets Act, Cap 205.

Name: ______________________

Position: ______________________

Signature: ______________________

Date: ______________________

**Declaration by Contracts Committee**

The information contained in this form is a true and accurate record of the decision of the Contracts Committee meeting held on the above date.

Name: ______________________

Position: **Chairperson Contracts Committee**

Signature: ______________________

Date: ______________________

Name: ______________________

Position: **Secretary Contracts Committee**

Signature: ______________________

Date: ______________________

## ANNEX 5 - Procedural Steps for Open Domestic Bidding

| Procurement Activity | Form to Use | Responsible Person |
|---|---|---|
| Initiate procurement requirement and submit the completed form (with specifications/terms of reference or scope of works attached) to the PDU | Form 5 | User Department |
| Submit to Contracts Committee for approval of method, bidding document and Evaluation Committee nominees | Form 5 | PDU |
| Advertise bid notice, issue bidding documents, receive bids, close receipt of bids and open bids | Form 8, 11 and 12 | PDU |
| Submit bids to Evaluation Committee for evaluation | - | PDU |
| Evaluate bids and determine the best evaluated bid and make recommendation for award of contract | Form 14, 16 or 17 | Evaluation Committee |
| Seek approval of award and the draft contract to the Contracts Committee | - | PDU |
| Issue a notice of best evaluated bid | - | PDU |
| Submit contract document to the Accounting Officer for signing | - | PDU |
| Hand over copy of signed contract to the User Department | | PDU |
| User Department to manage the contract | Form 49 | User Department |

## ANNEX 6 - Procedural Steps for Restricted Domestic Bidding

| Procurement Activity | Form to Use | Responsible Person |
|---|---|---|
| Initiate procurement requirement and submit completed form (with specifications/terms of reference or scope of works attached) to the PDU | Form 5 | User Department |
| Submit to Contracts Committee for approval of method, shortlist of bidders, bidding document and Evaluation Committee nominees | Form 5 | PDU |
| Issue bidding documents, receive bids, close receipt of bids and open bids | Form 8, 11 and 12 | PDU |
| Submit bids to Evaluation Committee for evaluation | - | PDU |
| Evaluate bids and determine the best evaluated bid and make recommendation for award of contract | Form 14, 16 or 17 | EC |
| Seek approval of award | - | PDU |
| Issue a notice of best evaluated bidder and display it on the procurement and disposal notice board | - | PDU |
| Submit contract document to the Accounting Officer for signing | - | PDU |
| Hand over copy of signed contract to the User Department | | PDU |
| User Department to manage the contract | Form 49 | User Department |

## ANNEX 7- Procedural Steps for Quotation Method

| Procurement Activity | Form to Use | Responsible Person |
|---|---|---|
| Initiate procurement requirement and submit completed form (with specifications/terms of reference or scope of works attached) to the PDU | Form 5 | User Department |
| Submit to Contracts Committee for approval of method, shortlist of bidders, bidding document and Evaluation Committee nominees | Form 5 | PDU |
| Issue bidding documents, receive bids, close receipt of bids and open bids | Form 8, 11 and 12 | PDU |
| Submit bids to Evaluation Committee for evaluation | - | PDU |
| Evaluate bids and determine the best evaluated bid and make recommendation for award of contract | Form 14, 16 or 17 | Evaluation Committee |
| Seek approval of award | - | PDU |
| Issue a notice of best evaluated bidder and display it on the procurement and disposal notice board | - | PDU |
| Submit contract document to the Accounting Officer for signing | - | PDU |
| Hand over copy of signed contract to the User Department | - | PDU |
| User Department to manage the contract | Form 49 | User Department |

## Annex 8 - Procedural Steps for Micro Procurement

| Procurement Activity | Form to Use | Responsible Person |
|---|---|---|
| Initiate procurement requirement and submit completed form (with specifications/terms of reference or scope of works attached) to the PDU | Form 5 | User Department |
| Obtain three quotations from bidders on the PDE's pre-qualification list | - | PDU |
| Compare the three quotations to identify the most responsive bid | Form 16 – Table 3 | PDU |
| Issue an LPO to the best evaluated bidder | - | PDU |
| Hand over copy of signed contract to the User Department | - | PDU |
| User Department to manage the contract | - | User Department |

## ANNEX 9 – Simplified Bidding Document for Requirements Under the Alternative Procurement and Disposal System for Schools

**{Name of School, Address and School Logo}**

**SIMPLIFIED BIDDING DOCUMENT FOR ALTERNATIVE PROCUREMENT AND DISPOSAL SYSTEM FOR SCHOOLS *(FOODSTUFF, FIREWOOD AND CHARCOAL)***

**DATE:**
**PROCUREMENT REFERENCE NO:**
**SUBJECT OF PROCUREMENT:**
**CLOSING DATE AND TIME:**

Provider's name and address: ______________________________________

*Table 1: Quotation for goods, services or works*

| No. | Item description | Unit | Quantity | Price | Amount |
|---|---|---|---|---|---|
| *(To be Completed by the School)* | | | | *(To be Completed by the Supplier)* | |
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Supplier's signature_______________________ Date: __________________

**For Official Use**

Opened by ____________Designation_______________ Date /Time_______

Approved by____________ Designation ________________ Date/Time ______

## ANNEX 10 - FRAMEWORK CONTRACT AGREEMENT FOR PROCUREMENT OF GOODS AND SERVICES

THIS AGREEMENT is made this ..................... Day of ................between ........................................................................................................... ................................................................................ (School/Institution) (hereinafter referred to as "the Purchaser") of P. O. Box ..................of the one part and ....................................................................(hereinafter referred to as "the supplier") of P. O. Box .............................. of the other part.

WHEREAS the Purchaser is desirous that the following goods and or ancillary services should be provided by the Supplier (brief description of goods and services)
and has accepted a tender by the Supplier for the supply of those goods and services for the following prices for a period of ..........................................:

| S/No. | Description of goods and services | Unit measure | Unit Price (UGX) |
|---|---|---|---|
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**NOW THEREFORE THIS CONTRACT WITNESS AS FOLLOWS:**

1. **Payment**

   The Supplier shall raise the invoice for payment after every .......................... call off orders.

2. The Purchaser has agreed to pay for the goods and services under this agreement within ................... days of the submission of an invoice for payment with the delivery note.

3. **Delivery**

   The Supplier shall deliver the goods at .................................... a place specified by the Purchaser. However, the Supplier shall notify the Purchaser of the time of the said delivery at least ......................... days prior to delivery, and at that time the Purchaser and the Supplier shall discuss the details of the method of delivery. Such delivery shall be deemed to be completed after the inspection and endorsement of the delivery note by the purchaser.

4. **Warranty**

The Supplier shall warranty that the goods supplied under this contract shall be of wholesome condition for use or consumption and/or shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier other than those that may develop under normal use of the supplied goods in the conditions prevailing in Uganda.

This warranty shall remain valid for a period of .......... months after the goods have been delivered to and accepted by the Purchaser. The Purchaser shall within 10 days of delivery of the goods or discovery of complaint, notify the Supplier of any claims arising under this warranty.

5. **Prices**

Prices charged by the Supplier for the Goods and/or services performed under the contract shall not vary from the prices quoted by the Supplier in its tender, under the framework contract with the exception of any price adjustments authorized by the Contract Committee of the Purchaser.

7. **Contract Amendments**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

8. **Assignment**

The Supplier shall not assign, or sub contract in whole or in part, its obligations to perform under this contract except with the Purchaser's written consent.

9. **Delays in Supplier's Performance**

If at any time during performance of the contract the Supplier should encounter conditions impending timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause.

The Purchaser shall evaluate the situation and may extend the Supplier's time for performance, by amendment of the contract.

10. **Termination for Default**

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

a) If the Supplier fails to deliver any or all of the goods within the period specified in the contract or within the extension thereof granted by the purchaser,
b) If the Supplier fails to perform any other obligation under the contract.

IN WITNESS OF THIS agreement the parties to this agreement set their hands and seal this agreement on the day and the year first above written.

SIGNED SEALED AND DELIVERED

| | |
|---|---|
| by (Purchaser) | Authorized Signature |
| WITNESS | Signature |

SIGNED SEALED AND DELIVERED

| | |
|---|---|
| by (Supplier) | Authorized Signature |
| WITNESS | Signature |