



[Procuring and Disposing Entity Logo]
[Name of Procuring and Disposing Entity]

The Republic of Uganda

**STANDARD REQUEST FOR
PROPOSALS (RFP) DOCUMENT
FOR THE PROCUREMENT OF
CONSULTANCY SERVICES UNDER
OPEN OR RESTRICTED BIDDING**

Subject of Procurement:

Procurement Reference Number:

Date of Issue:

PREFACE


This Request for Proposals Document (RFP) for procurement of consultancy services has been prepared by the Public Procurement and Disposal of Public Assets Authority (PPDA) as a Standard Bidding Document (SBD) for use by Procuring and Disposing Entities (PDEs) for the procurement of consultancy services using the Open or Restricted Domestic and International bidding methods. The procedures and practices presented in this SBD have been developed in accordance with the Public Procurement and Disposal of Public Assets Act Cap 205, the Regulations thereunder and best international procurement practices as adopted from development partner documents.

In addition to the procurement methods above, the document can be used under the direct procurement method with appropriate modifications.

The SBD can be used for lump sum, time-based, percentage or retainer contracts. The SBD provides for post-qualification under Section III, Evaluation and Qualification Criteria. It incorporates provisions on disqualification of consultants as applicable, from being awarded contracts for noncompliance with Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH).

A user guide has been prepared to provide guidance to public officials in the correct use of this SBD as a model for preparing individual RFP documents before they are issued for bidding.

The Public Procurement and Disposal of Public Assets Authority welcomes any feedback on this SBD that would support its improvement. Feedback can be addressed to info@ppda.go.ug or at the contact below:

The Executive Director
Public Procurement and Disposal of Public Assets Authority
PPDA - URF Towers
Plot 39 Nakasero Road
P. O. Box 3925, KAMPALA
info@ppda.go.ug
www.ppda.go.ug
 @PPDAUganda

LIST OF ACRONYMS

BEB	Best Evaluated Bidder
EOI	Expression of Interest
ESHS	Environmental, Social, Health and Safety
GCC	General Conditions of the Contract
ITC	Instructions to Consultants
JV	Joint Venture
NOBEB	Notice of Best Evaluated Bidder
PDE	Procuring and Disposing Entity
PDS	Proposal Data Sheet
PPDA	Public Procurement and Disposal of Public Assets Authority
PSD	Proposal Securing Declaration
RFP	Request for Proposals
SBD	Standard Bidding Document
SCC	Special Conditions of the Contract
SOR	Statement of Requirements.
TOR	Terms of Reference
URSB	Uganda Registration Services Bureau

Standard Request for Proposals Document (RFP)

Table of Contents

PART 1 – Proposal Procedures	13
Section 1: Instructions to Consultants.....	15
Section 2: Proposal Data Sheet.....	21
Section 3: Evaluation Methodology and Criteria.....	26
Section 5: Eligible Countries	50
PART 2 - STATEMENT OF REQUIREMENTS.....	51
Section 6: Statement of Requirements.....	51
PART 3 - Contract	52
Section 7: General Conditions of Contract	54
Section 8: Special Conditions of Contract.....	71
Section 9: Contract Forms	74

ABRIDGED BID NOTICE UNDER OPEN BIDDING

[PDE Logo]

[Name of PDE and Address]

BID NOTICE

1. [Insert name of Entity] invites sealed bids from eligible consultants for:

No.	Procurement Reference Number	Subject Matter of Procurement	Proposal Securing Declaration

2. The RFP document (s) shall be inspected and issued at [insert address and contact details].

3. The deadline for proposal submission shall be at[insert time] on [insert date, month, year].

4. The detailed bid/proposal notice is available at the Entity's website at [insert website address] and at www.ppda.go.ug.

5. The procurements by [insert name of Entity] are regulated by the Public Procurement and Disposal of Public Assets Authority.

.....
[Authorised Officer]

Standard Invitation to Bidders/Consultants

BID NOTICE UNDER OPEN BIDDING

[Use PDE Letterhead]

[Date]

[Brief Description of the Consultancy Services] - [Procurement Reference Number]

1. The *[insert name of PDE]* has allocated/received funds *[if received state source]* to be used for *[insert description of services to be procured]*.
2. The Entity invites sealed proposals from eligible bidders/consultants for the provision of the above services.
3. Bidding shall be conducted in accordance with the procedures contained in the Public Procurement and Disposal of Public Assets Act, Cap 205 and the Regulations made under the Act and is open to all bidders/consultants or reserved for *[insert reservation category]* (amend as appropriate).
4. Interested eligible bidders/consultants may obtain further information and inspect the proposal documents at the address given below at 8 (a) from *[insert office hours]*.
5. The bidding document may be purchased by interested bidders/consultants from the address at 8 (b) and upon payment of a non-refundable fee of *[insert amount in local currency]*. The method of payment will be *[insert method of payment]*.
6. Proposals must be delivered to the address below at 8 (c) at or before *[insert time and date]*. A Proposal Securing Declaration shall be valid until *[insert day, month and year]* (if required). Electronic Bidding *[will or will not]* *[select the appropriate]* be permitted. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 8 (d) at *[insert time and date]*.
7. There *[shall/shall not]* be a pre – proposal meeting/site visit at *[Insert address and time]* on the dates indicated in the proposed schedule in this notice.
8. Bidders/consultants should note the following
 - a. Documents may be inspected at:..... *[Insert address and contact details]*
 - b. Documents will be issued from:..... *[Insert address and contact details]*
 - c. Proposals must be delivered to:..... *[Insert address and contact details]*
 - d. Address of proposal opening:..... *[Insert address and contact details]*

Standard Invitation to Bidders/Consultant

9. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid/proposal notice	<i>(Expected date of issue of invitation to bid letter)</i>
b. Pre-proposal meeting/Site visit	<i>(Within the first 5 working days of the bidding period)</i>
c. Proposal closing date	<i>(Expected proposal closing date)</i>
d. Evaluation of technical proposals	<i>(Within 20 working days from the date of the opening of the technical proposals for technical evaluation.)</i>
e. Proposal opening date for the financial proposal	<i>Expected date of opening of the financial proposal.</i>
f. Evaluation of financial proposals	<i>Within 3 days from opening of financial proposals) for financial evaluation in the case of two stage.</i>
g. Display and communication of best evaluated bidder/consultant notice	<i>(Within 5 working days from Contracts Committee approval of evaluation report).</i>
h. Contract Signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder/consultant notice and Attorney General's approval).</i>

Signature:

Name:

Position of Authorised Official:

REQUEST FOR EXPRESSION OF INTEREST UNDER OPEN BIDDING

[PDE Logo]

[Name of PDE and Address] or

[Use PDE Letterhead]

1. The [insert name of PDE] has allocated/received funds [if received state source] to be used for [insert subject of consultancy services to be procured].
2. [Insert Description of the subject consultancy services required].
3. [Insert Scope of the services].
4. [Insert Specific tasks/activities of the assignment].
5. [Insert Final outputs/expected deliverables of the assignment].
6. The [insert name of PDE] invites eligible consultants to indicate their interest in providing the consultancy services. Interested consultants must provide a capability statement indicating that they are qualified to perform the services (brochures, descriptions of similar assignments; availability of appropriate skills among staff etc).
7. The procurement is open to all consultants or reserved for [insert the reservation category] (amend as appropriate) and subject to the procedures described in Part 1: Proposal Procedures. Preference schemes [shall/shall not] apply when evaluating Request for Proposals from the shortlisted consultants.
8. Consultants may enter into a JV or Partnership to enhance their qualifications.
9. A consultant/firm will be selected in accordance with the provisions contained in the PPDA (Procurement of Consultancy Services) Regulations, and Guidelines thereof.
10. The shortlisting criteria shall include:
 - a. Eligibility. Documents to evidence eligibility shall include the following: i..... ii..... iii....., etc
 - b. Capacity (experience, capacity and staffing etc). Documents to evidence qualification to perform the assignment shall include the following: a..... b..... c... .., etc
11. Interested consultants/firms may obtain further information at [Insert address and contact details.]
12. Expressions of Interest should be delivered to [Insert address and contact details.] at or before [insert time and date].
13. The planned Procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publication of Notice of Expression of Interest	(Expected date of issue of notice of expression of interest)
b. Closing date for receipt of Expression of Interest	(Within the first 10 working days from the date of publication of notice if notice is published in Uganda and within 15 working days if the notice is published internationally)

Standard Invitation to Bidders/Consultant

c. Evaluation of Expressions of Interest	<i>(Within 15 working days from closing date)</i>
d. Display of Shortlist	<i>(Within 10 working days from technical proposal closing date for technical evaluation)</i>

Signature:

Name:

Position of Authorised Official:

STANDARD INVITATION LETTER TO SHORTLISTED CONSULTANTS

FOLLOWING OPEN BIDDING METHOD WITH EXPRESSION OF INTEREST

[PDE Entity Logo]

[Name of PDE and Address] or

[Use PDE Letterhead]

[Date]

[Name and Address of Selected Consultant]

Invitation to bid for [Subject of Procurement]-[Procurement Reference Number]

1. The [insert name of PDE] has allocated/received funds [if received state source] to be used for [insert description of services to be procured].
2. This procurement is [open to all bidders/consultants or subject to reservation schemes specify the target group or preference scheme] (remove provision if not applicable).
3. The Entity invites your sealed proposals for the provision of the above services.
4. This Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act, Cap 205 and Regulations.
5. Bidding will be conducted in accordance with the open bidding method with expression of interest contained in the Government of Uganda's Public Procurement and Disposal of Public Assets Act, Regulations and the procedures described in Part 1: Proposal Procedures.
6. This letter of invitation has been addressed to the following short-listed consultants/consultancy firms: [Insert list of short-listed consultants].
7. You may obtain further information and inspect the proposal documents at the address given below at 10 (a) from [insert office hours].
8. Proposals must be delivered to the address below at 10 (c) at or before [insert time and date]. Proposals shall be accompanied by a proposal securing declaration valid until (insert day, month and year (date should be at least twenty-eight (28) days after the expiry of the proposal). Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 10 (d) at [insert time and date]
9. There [shall/shall not] be a pre – proposal meeting/site visit at [Insert address and time] on the dates indicated in the proposed schedule in this notice. The essential purpose of the pre-proposal meeting/site visit is to provide an opportunity for clarification and shall not be used to introduce new requirements that were not included in the solicitation document.

Standard Invitation to Bidders/Consultant

- a. Documents may be inspected at:..... *[Insert address and contact details]*
- b. Documents will be issued from:..... *[Insert address and contact details]*
- c. Proposals must be delivered to:..... *[Insert address and contact details]*
- d. Address of proposal opening:..... *[Insert address and contact details]*

10. Please inform us, upon receipt:
- a. That you received the letter of invitation; and
 - b. Whether you will submit a proposal alone or in partnership.

11. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Issue of invitation to bid letter	<i>(Expected date of issue of invitation to bid letter)</i>
b. Pre-proposal meeting/Site visit	<i>(Within the first.... working days of the bidding period)</i>
c. Proposal closing date	<i>(Expected proposal closing date)</i>
b. Proposal opening date for the technical proposal	<i>(Expected proposal opening date and time)</i>
e. Evaluation process	<i>(Within 15 working days from technical proposal closing date)</i>
f. Proposal opening date for the financial proposal	<i>Expected date of opening of the financial proposal</i>
g. Evaluation process	<i>(Within 3 working days from opening of financial proposals)</i>
h. Display and communication of best evaluated bidder/consultant	<i>(Within 5 working days from Contracts Committee (CC) approval of evaluation report)</i>
i. Contract Signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder/consultant notice and Attorney General’s approval) where applicable</i>

Signature:

Name:

Position of Authorised Official:

STANDARD INVITATION TO CONSULTANTS UNDER RESTRICTED BIDDING METHOD

[PDE Logo]

[Name of PDE and Address] or

[Use PDE Letterhead]

[Date]

[Name and Address of Selected Consultant]

Invitation to bid for [Subject of Procurement]-[Procurement Reference Number]

1. The [insert name of PDE] has allocated funds to be used for [insert description of consultancy services to be procured].
2. The Entity invites sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the with the restricted bidding method contained in the Government of Uganda’s Public Procurement and Disposal of Public Assets Act, Cap 205, the PPDA (Procurement of Consultancy Services) Regulations, 2023 and the procedures described in Part 1: Proposal Procedures.
4. This letter of invitation has been addressed to the following short-listed consultants/consultancy firms: [Insert list of short-listed consultants].
5. You may obtain further information and inspect the proposal documents at the address given below at 8 (a) from [insert office hours].
6. Proposals must be delivered to the address below at 8 (c) at or before [insert time and date]. [If appropriate, include the following: All proposals must be accompanied by a proposal securing declaration which must be valid until (insert day, month and year)]. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants’ representatives who choose to attend at the address below at 8 (d) at [insert time and date]
7. There shall/shall not be a pre – proposal meeting/site visit at [Insert address and time] on the dates indicated in the proposed schedule in this notice.
 - a. Documents may be inspected at:..... [Insert address and contact details]
 - b. Documents will be issued from:..... [Insert address and contact details]
 - c. Proposals must be delivered to:..... [Insert address and contact details]
 - d. Address of proposal opening:..... [Insert address and contact details]
8. Please inform us, upon receipt:
 - a. That you received the letter of invitation; and
 - b. Whether you will submit a proposal alone or in a JV or partnership.

Standard Invitation to Bidders/Consultant

3. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Issue of invitation to bid letter	<i>(Expected date of issue of invitation to bid letter)</i>
b. Pre-proposal meeting/Site visit where applicable	<i>(Within the first 5 working days of the bidding period)</i>
c. Proposal closing date	<i>(Expected proposal closing date)</i>
d. Evaluation process	<i>(Within 15 working days from technical proposal closing date) (For technical evaluation and 3 working days from opening of financial proposals for financial evaluation in the case of two stage submission) (delete as appropriate)</i>
e. Display and communication of best evaluated bidder notice	<i>(Within 5 working days from Contracts Committee approval of evaluation report)</i>
f. Contract Signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder notice and Attorney General's clearance where applicable)</i>

Signature:

Name:

Position of Authorised Official:

PART 1 – Proposal Procedures

Section 1: Instructions to Consultants

Table of Contents

A. General	3
1. Scope of Proposal	3
2. Source of Funds	3
3. Corrupt and Fraudulent Practices	3
4. Eligible Consultants	4
5. Conflict of Interest	5
6. Preference Schemes	6
7. Reservation Schemes	6
8. One Proposal per Bidder/Consultant	6
B. Request for Proposals Document	6
9. Contents of Request for Proposals Document	6
10. Clarification of Request for Proposals Document	7
11. Amendment of Request for Proposals Document	7
C. Preparation of Proposals	7
12. Cost of Proposals	7
13. Language of Proposal and Communications	7
14. Preparation of Proposals	8
15. Joint Ventures and Partnerships	8
16. Professional Staff	8
17. Technical Proposal	9
18. Financial Proposal	9
19. Proposal Prices	10
20. Currencies of Proposal	10
21. Documents Establishing the Eligibility of the Consultant	10
22. Documents Establishing the Qualifications of the Consultant	10
23. Period of Validity of Proposals	11
24. Proposal Securing Declaration	11
25. Format and Signing of Proposal	11
D. Submission and Opening of Proposals	12
26. Sealing and Marking of Proposals	12
27. Deadline for Submission of Proposals	13
28. Late Proposals	13
29. Withdrawal and Replacement of Proposals	13
30. Opening of Technical Proposals	13

Standard Invitation to Bidders/Consultant

E. Evaluation of Proposals	14
31. Confidentiality	14
32. Clarification of Proposals.....	15
33. Compliance and Responsiveness of Proposals	15
34. Nonconformities and Omissions.....	15
35. Preliminary Examination of Proposals – Eligibility and Administrative Compliance	16
36. Detailed Evaluation	16
37. Opening of Financial Proposals.....	16
38. Conversion to Single Currency.....	17
39. Financial Comparison of Proposals.....	17
40. Unbalanced and/or Front-loaded bids/proposals.....	17
41. Margin of Preference	18
42. Post-qualification of the Consultant.....	18
43. Determination of Best Evaluated Proposal	18
44. Negotiations.....	19
F. Award of Contract.....	19
45. Award Procedure	19
46. Right to Reject Proposals or Cancel the Bidding Process	19
47. Signing of the Contract.....	19
48. Effectiveness of the Contract.....	19
49. Debriefing.....	19
50. Performance Security or Performance Securing Declaration and ESHS Performance Security	20
51. Administrative Review.....	20

Section 1: Instructions to Consultants

A. General

1. Scope of Proposal

- 1.1 The Procuring and Disposing Entity (PDE) indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the services specified in **Section 6, Statement of Requirements (SOR)**. The name and procurement reference number and number of lots in this RFP document are provided in the PDS. The Instructions to Consultants (ITC) should be read in conjunction with the PDS.
- 1.2 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets (PPDA) Act, Cap 205 and Regulations made under the Act.
- 1.3 The ITC should be read in conjunction with the PDS. The subject and procurement reference number, and where applicable the number of lots of this Request for Proposals (RFP) document are provided in the PDS.
- 1.4 Throughout this RFP document:
 - a. “Competent authority” means a government office with the mandate to perform a specified function;
 - b. “Consultant” refers to an individual consultant and consulting firm;
 - c. “Day” means working day unless otherwise expressly stated herein and excludes the Government of Uganda public holidays and weekends;
 - d. “ESHS” means Environmental, Social (including Sexual Exploitation and Abuse (SEA) and Gender Based Violence (GBV)), Health and Safety considerations;
 - e. “In writing” means communicated in written form with proof of receipt including if specified in the PDS, information through the electronic-procurement system;
 - f. “Joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
 - g. “Month” means calendar month; and
 - h. If the context so requires, singular means plural and vice versa.

2. Source of Funds

- 2.1 The PDE has an approved budget towards the cost of the procurement described in the PDS. The PDE intends to use these funds to place a contract for which this RFP document is issued.
- 2.2 Payments will be made directly by the PDE or other financing party and shall be subject to the terms and conditions of the resulting contract.

3. Corrupt and Fraudulent Practices

- 3.1 It is the Government of Uganda’s policy and legal framework to require that PDEs, as well as consultants, observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy:
 - a. The PPDA Act, Cap 205 defines the following as:
 - i. “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution;

- ii. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the PDE, and includes collusive practices among consultants prior to or after proposal submission designed to establish proposal prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition;
- b. The PDE will reject a recommendation for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices;

The Public Procurement and Disposal of Public Assets Authority (PPDA) shall suspend a consultant from engaging in any public procurement proceedings for a stated period of time in accordance with the PPDA Act Cap 205 and the Regulations made under the Act, if it at any time determines that the consultant has engaged in corrupt or fraudulent practices.

- 3.2 In pursuit of the policy defined in Sub-Clause 3.1, the PDE may terminate a contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PDE or of a consultant during the procurement or the execution of that contract.
- 3.3 In further pursuit of the policy defined in Sub-clause 3.1, the PPDA requires representatives of both the PDE and of bidders/consultants to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the proposal forms shall be signed by the bidder/consultant and submitted together with the other proposal forms.
- 3.4 Any communications between a consultant and the PDE related to matters of alleged fraud or corruption must be made in writing and copied to PPDA.

4. Eligible Consultants

- 4.1 A consultant, and all parties constituting the consultant, shall meet the following criteria to be eligible to participate in public procurement:
 - a. The consultant has the legal capacity to enter into a contract;
 - b. The consultant is not:
 - i. Insolvent;
 - ii. In receivership;
 - iii. Bankrupt; or
 - iv. Being wound up.
 - c. The consultant’s business activities have not been suspended;
 - d. The consultant is not the subject of legal proceedings for any of the circumstances in (b); and
 - e. The consultant has fulfilled his or her obligations to pay taxes and social security contributions.
 - f. The consultant is not a member of the Contracts Committee or an employee of the PDE.
- 4.2 A consultant may be a natural person or artificial person such as, private entity, government-owned entity or any combination of such persons in form of a joint venture (JV) in case of companies or in form of partnerships in case of natural persons (individuals) or individuals and companies.

- 4.3 A consultant, and all parties constituting the consultant including sub-contractors and key professional staff and sources of incidental supplies thereof, shall have the nationality of an eligible country, in accordance with **Section 5, Eligible Countries**. A consultant shall be deemed to have the nationality of a country if the consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the contract including related works or supplies.
- 4.4 A consultant shall not have a conflict of interest, as defined in ITC Clause 5. All consultants found to be in conflict of interest shall be disqualified.
- 4.5 A consultant that is under a declaration of suspension by PPDA or an international agency of which Uganda is a member at the date of the deadline for proposal submission or thereafter before contract signature, shall be disqualified.
- 4.6 Consultants shall provide such evidence of their continued eligibility satisfactory to the PDE, as the PDE shall reasonably request.
- 4.7 To establish eligibility in accordance with ITC Clause 4, a consultant shall complete the eligibility declarations in the Technical Proposal Submission Form, included in **Section 4, Proposal Forms** and submit the documents required in **Section 3, Evaluation Methodology and Criteria**.
- 4.8 A consultant whose circumstances in relation to eligibility change during a procurement process or during the implementation of a contract, shall immediately inform the PDE to take appropriate action where necessary.

5. Conflict of Interest

- 5.1 Government policy requires that consultants provide professional, objective, and impartial advice and at all times hold the PDE's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to the PDEs, or that may place them in a position of not being able to carry out the assignment in the best interests of the PDE.
- 5.2 A consultant may be considered to have a conflict of interest with one or more parties in this procurement process, if they:
- a. Have controlling shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of this proposal; or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another consultant, or influence the decisions of the PDE regarding this procurement process; or
 - e. Submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as consultants and subcontractors simultaneously; or
 - f. Have been engaged, or any of their affiliates have been engaged, by the PDE to provide supplies or works for the same project: or
 - g. May be in conflict with another of their, or their affiliates' assignments by performing this assignment.

- 5.3 Consultants hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
- 5.4 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the PDS and the factors used for the selection of the consultant will take the likelihood of continuation into account. It will be the exclusive decision of the PDE whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 5.5 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff, or its affiliates or associates under a contract with the PDE or the Government of Uganda may result in rejection of their proposal. Consultants should clarify their situation in that respect with the PDE before preparing a proposal.

6. Preference Schemes

If a margin of preference applies as specified in the PDS and in accordance with ITB 41, domestic consultants, individually or in JVs or partnerships, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITC 41.

7. Reservation Schemes

If a reservation scheme applies as specified in the PDS, its application and detail shall be specified in **Section 3, Evaluation Methodology and Criteria**.

8. One Proposal per Bidder/Consultant

Each consultant shall submit only one proposal, either individually or as a partner in a JV. A consultant who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the consultant's participation to be rejected.

B. Request for Proposals Document

9. Contents of Request for Proposals Document

- 9.1 The contents of the RFP document are outlined in the table of contents.
- 9.2 The bid/proposal notice, notice of EOI and letter inviting consultants to submit proposals are not part of the RFP document.
- 9.3 Proposals from consultants who did not obtain the RFP document directly from the PDE will be rejected during evaluation. Where the RFP document is obtained from the PDE on a consultant's behalf, the consultant's name must be registered with the PDE at the time of sale and issue of the RFP document.
- 9.4 The consultant is expected to examine all instructions, forms, terms, and requirements in the RFP document. Failure to furnish all information or documentation required by the RFP document may result in the rejection of the proposal.

- 9.5 Where an electronic copy of the RFP document is issued by the PDE through the eGP system or any other electronic means and also in printed hard copy, the electronic or digital version of the RFP document is the original version. In the event of any discrepancy between the electronic or digital version and the printed hard copy, the electronic or digital version shall prevail. The RFP document issued electronically through Email and other electronic forms with the exception of those issued through eGP shall be authenticated by the PDE.

10. Clarification of Request for Proposals Document

A consultant requiring any clarification of the RFP document shall contact the PDE in writing at the PDE's address indicated in the PDS. The PDE will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the PDS. The PDE shall forward copies of its response to all consultants who have acquired the RFP document directly from it, including a description of the inquiry but without identifying its source. Should the PDE deem it necessary to amend the RFP document as a result of a clarification, it shall do so by issuing an addendum.

11. Amendment of Request for Proposals Document

- 11.1 At any time prior to the deadline for submission of proposals, the PDE may amend the RFP document by issuing an addendum.
- 11.2 Any addendum issued shall be part of the RFP document and shall be communicated in writing to all who have obtained the RFP document directly from the PDE.
- 11.3 To give consultants reasonable time in which to take an addendum into account in preparing their proposals, the PDE may where necessary, extend the deadline for the submission of proposals, as may be appropriate pursuant to ITC Sub-Clause 27.2.

C. Preparation of Proposals

12. Cost of Proposals

The consultant shall bear all costs associated with the preparation and submission of their proposal, including any negotiations with or visits to the PDE, and the PDE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language of Proposal and Communications

- 13.1 The proposal shall be in writing.
- 13.2 The proposal, as well as all correspondence and documents relating to the proposal, shall be written in English.
- 13.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation by a competent authority of the relevant passages to English. In which case, for purposes of interpretation of the proposal, such translation shall govern.

14. Preparation of Proposals

- 14.1 Consultants are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage-two envelope method, unless otherwise specified in the PDS. The one stage-two envelope submission method requires a consultant to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.
- 14.2 A pre-proposal meeting will be held where indicated in the PDS. Attendance at the pre-proposal meeting is optional.

15. Joint Ventures and Partnerships

- 15.1 If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with other consultants or entities in a Joint Venture (JV) or, Partnership as appropriate, unless specified otherwise in the PDS. The proposal shall be signed so as to be legally binding on all partners and each party to the JV shall be a signatory to the contract with the PDE. The individuals or firms in a JV or partnership shall be jointly and severally liable.
- 15.2 Consultants must obtain the approval of the PDE to enter into a JV or Partnership with consultants not invited for this assignment or other short-listed consultants.
- 15.3 International consultants for large contracts are encouraged to seek the participation of national consultants by entering into a JV with, or Partnership with national consultants.
- 15.4 Proposals submitted by a JV or Partnership shall include a copy of the JV or Partnership agreement signed by all parties. The formal intent shall be by way of a Memorandum of Understanding signed by all participating members. Both the JV or Partnership Agreement and the formal intent to enter such Agreement shall be registered with the Registrar of Documents if signed in Uganda or if signed outside Uganda, shall be notarized.
- 15.5 Where the bidder/consultant presents an intent to enter into a JV Agreement is awarded as the best evaluated bidder/consultant, it shall submit a registered JV Agreement prior to contract signature.

16. Professional Staff

- 16.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant.
- 16.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the consultant or have an extended and stable working relationship with the consultant.
- 16.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements, preferably working under conditions similar to those prevailing in Uganda.
- 16.4 The consultant and the professional staff shall confirm their availability for the assignment using the Forms included in **Section 4, Proposal Forms**.
- 16.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- 16.6 As the determination of the Best Evaluated Proposal will be based, among other factors, on an evaluation of proposed key professional staff, the PDE expects to award a contract on the basis of the experts and specialists named in the proposal.
- 16.7 The PDE will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

17. Technical Proposal

- 17.1 The technical proposal shall provide information using the standard forms contained under **Section 4:1.1 to 4.1.11 of the Proposal Forms**. The additional information required includes the following;
- a. Written confirmation authorising the signatory of the proposal to commit the consultant, in accordance with ITC Sub-Clause 25.2;
 - b. A beneficial ownership form;
 - c. Documentary evidence in accordance with ITC Clause 21 establishing the consultant's eligibility;
 - d. Documentary evidence in accordance with ITC Clause 22 establishing the consultant's qualifications to perform the contract if its proposal is accepted;
 - e. ESHS Code of Conduct for consultant's personnel;
 - f. Environmental and Social Management Plan (ESMP); and
 - g. Any other additional information or documents requested in the PDS.
- 17.2 The technical proposal shall not include any financial information.

18. Financial Proposal

- 18.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in **Section 4, Proposal Forms**:
- a. Financial Proposal Submission Form (Section 4:2.1);
 - b. Summary of Proposal Price (Breakdown of Lump Sum) (Section 4:2.2);
 - c. Breakdown of Fees (Section 4:2.3);
 - d. Breakdown of Reimbursables (Section 4:2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation);
 - e. Breakdown of Miscellaneous Expenses (Section 4:2.5), printing of documents, etc.;
 - f. Any additional information requested in the PDS.
- 18.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:
- a. Fees;
 - b. Reimbursable costs; and
 - c. Miscellaneous expenses.
- 18.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in **Section 6, Statement of Requirements** with the cost elements in ITC Sub-Clause 18.2 expressed for each activity.

- 18.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultant and their personnel (other than nationals of or permanent residents in Uganda), unless the PDS specifies otherwise.
- 18.5 The completed financial proposal forms will be used to compile the Breakdown of contract price in any resulting Agreement as adjusted if necessary, during evaluation or negotiation. The Breakdown of contract price will determine prices for any additional services or costs.

19. Proposal Prices

Prices quoted by the consultant shall be fixed during the consultant's performance of the contract and not subject to variation on any account, unless otherwise specified in the PDS. A proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITC Clause 33. However, if in accordance with the PDS, prices quoted by the consultant shall be subject to adjustment during the performance of the contract, a proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

20. Currencies of Proposal

- 20.1 Proposal prices shall be quoted in Uganda shillings for services originating in and outside Uganda unless specified otherwise in the PDS.
- 20.2 Where the PDS allows consultants to quote in currencies other than Uganda Shillings, consultants may be required by the PDE to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum and in the SCC are reasonable and shall be payable at the option of the bidder/consultant in up to three foreign currencies, unless otherwise stated in the PDS.

21. Documents Establishing the Eligibility of the Consultant

- 21.1 To establish their eligibility in accordance with ITC Clause 4, consultants shall complete the eligibility declarations in the Technical Proposal Submission Form included in **Section 4, Proposal Forms** and submit the documents required in **Section 3, Evaluation Methodology and Criteria**.
- 21.2 Bidders/consultants with a current registration with the PPDA are not required to submit:
- A copy of the bidder's/consultant's current trading licence or equivalent;
 - A copy of the bidder's/consultant's certificate of incorporation or equivalent.
- 21.3 Notwithstanding Sub-Clause 21.2, the bidders/consultants should include details of their PPDA registration number in the Technical Proposal Submission Form.

22. Documents Establishing the Qualifications of the Consultant

To establish its qualifications to perform the contract, the consultant shall submit any evidence specified in **Section 3, Evaluation Methodology and Criteria**.

23. Period of Validity of Proposals

- 23.1 Proposals shall remain valid until the date specified in the PDS or any extended date in accordance with ITC 23.3. A proposal valid for a shorter period shall be rejected by the PDE as non-compliant.
- 23.2 During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The PDE will make its best effort to complete the procurement process within this period.
- 23.3 In exceptional circumstances, prior to the expiration of the proposal validity period, the PDE may request consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Proposal Securing Declaration is requested in accordance with ITC Clause 24, it shall also be extended for a corresponding period. A consultant may refuse the request without being liable for execution of their Proposal Securing Declaration. A consultant granting the request shall not be required or permitted to modify their proposal.

24. Proposal Securing Declaration

- 24.1 The consultant shall furnish as part of their proposal a Proposal Securing Declaration (PSD), in original form as specified in the PDS.
- 24.2 The PSD shall be submitted using the Form included in **Section 4, Proposal Forms**. The PSD shall be valid until the date specified in the PDS.
- 24.3 Any proposal not accompanied by a substantially responsive PSD, if one is required in accordance with ITC Clause 24, shall be rejected by the PDE as non-compliant.
- 24.4 The PSDs of all consultants shall be returned as promptly as possible once the successful consultant has signed the contract and provided the required Performance Security and ESHS Performance Security where applicable.
- 24.5 A consultant may be suspended by the Authority from participating in public procurement and disposal activities:
- a. If a consultant withdraws their proposal during the period of proposal validity specified by the consultant on the Technical Proposal Submission Form, except as provided in ITC Sub-Clause 23.3; or
 - b. If the successful consultant fails to:
 - c. Sign the contract in accordance with ITC Clause 47; or
 - d. Furnish any Performance Security required in accordance with ITC Clause 50.

25. Format and Signing of Proposal

- 25.1 The consultant shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 17 and 18 and clearly mark both “ORIGINAL”. In addition, the consultant shall submit copies of both the technical and financial proposals, in the number specified in the PDS and clearly mark each of them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 25.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the consultant.

- 25.3 The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for unamended printed literature, shall be signed or initialed by the person signing the proposal.
- 25.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.
- 25.5 A signatory to the proposal shall be duly authorized to commit the consultant to the PDE in the procurement process if so authorized under a Power of Attorney, which shall be registered with the URSB for all consultants incorporated or registered in Uganda and notarised for all consultants incorporated or registered outside Uganda. The Power of Attorney shall be submitted in the proposal.
- 25.6 A JV or Partnership shall under a Power of Attorney, appoint a representative to conduct all business for and on its behalf including proposal preparation, bidding and contract execution in case of an award of contract.
- 25.7 Consultants whose technical and financial proposals will not be so authorized as provided under this ITC, shall not have been authorized and shall be disqualified.

D. Submission and Opening of Proposals

26. Sealing and Marking of Proposals

- 26.1 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the financial proposal in a separate sealed envelope clearly marked "Financial Proposal". The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 26.2 The envelopes containing the technical and financial proposals shall:
- a. Bear the name and address of the consultant;
 - b. Be addressed to the PDE in accordance with ITC Sub-Clause 27.1; and
 - c. Bear the Procurement Reference Number of this procurement process.
- 26.3 The financial proposal shall also bear a warning "Do Not Open with the technical proposal".
- 26.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 26.5 The outer envelope shall:
- a. Bear the name and address of the consultant;
 - b. Be addressed to the PDE in accordance with ITC Sub-Clause 27.1;
 - c. Bear the Procurement Reference Number of this procurement process; and
 - d. Bear a warning not to open before the time and date for proposal opening.
- 26.6 If all envelopes are not sealed and marked as required, the PDE will assume no responsibility for the misplacement or premature opening of the proposal.

27. Deadline for Submission of Proposals

- 27.1 Proposals must be received by the PDE at the address and no later than the date and time indicated in the PDS. When so specified in the PDS, consultants shall have the option of submitting their proposals electronically. Consultants submitting proposals electronically shall follow the electronic proposal submission procedures specified in the PDS.
- 27.2 The PDE may, at its discretion, or in response to a request for clarification from a consultant, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 11, in which case all rights and obligations of the PDE and consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

28. Late Proposals

The PDE shall not consider any proposal that arrives after the deadline for submission of proposals. Any proposal that is brought to the location of submission of proposals after the closing date and time for submission of proposals shall be declared late, rejected, and returned unopened to the consultant or destroyed, where the proposal is not labelled with the name of the consultant.

29. Withdrawal and Replacement of Proposals

- 29.1 A consultant may withdraw or replace their proposal after it has been submitted at any time before the deadline for submission of proposals by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITC Sub-Clause 25.2. Any corresponding replacement of the proposal must accompany the respective written notice. All notices must be:
- a. Submitted in accordance with ITC Clauses 25 and 26 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT”; and
 - b. Received by the PDE prior to the deadline prescribed for submission of proposals, in accordance with ITC Clause 27.
- 29.2 The Procurement and Disposal Unit of the PDE shall verify that the withdrawal is by the consultant or the consultant’s authorized representative.
- 29.3 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 29.1 shall be returned unopened to the consultant.
- 29.4 No proposal may be withdrawn or replaced after the deadline for submission of proposals.
- 29.5 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 29.1. Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

30. Opening of Technical Proposals

- 30.1 The PDE shall conduct the proposal opening in the presence of consultants’ designated representatives who choose to attend on the date, at the time and address specified in the PDS. Any specific electronic proposal opening procedures required where electronic bidding is permitted in accordance with ITC Sub-Clause 27.1 shall be specified in the PDS.

- 30.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened, but returned to the consultant. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.
- 30.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening.
- 30.4 All technical proposals shall be opened one at a time, reading out: the name of the consultant; the presence of a PSD, if required; and any other details as the PDE may consider appropriate. No proposal shall be rejected at the proposal opening except for late proposals, in accordance with ITC Clause 28.
- 30.5 Only envelopes that are opened and read out at the proposal opening shall be evaluated.
- 30.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the detailed evaluation is concluded and the result established.
- 30.7 The PDE shall prepare a record of the proposal opening that shall include, as a minimum: the name of the consultant, the presence or absence of a PSD where required, whether a Power of Attorney was submitted and any other information that is required to be stated at the public opening as indicated in the request for proposals. The consultants’ representatives who are present shall be requested to sign the record. The omission of a consultant’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to consultants upon request and displayed on the PDE’s Notice Board within three working days from the date of the proposal opening, for a minimum of one week.
- 30.8 The original proposals shall be kept in the custody of the Accounting Officer and where there is a discrepancy at evaluation of the proposals, reference shall be made to the original in the custody of the Accounting Officer.

E. Evaluation of Proposals

31. Confidentiality

- 31.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder (BEB) is displayed.
- 31.2 Any effort by a consultant to influence the PDE in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of their proposal.
- 31.3 Notwithstanding ITC Sub-Clause 31.2, from the time of proposal opening to the time of contract award, if any consultant wishes to contact the PDE on any matter related to the procurement process, it should do so in writing.

32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation, comparison and post-qualification of the proposals, the PDE may, at its discretion, ask any consultant for a clarification of its proposal. Any clarification submitted by a consultant that is not in response to a request by the PDE shall not be considered. The PDE's request for clarification and the response shall be in writing. The request for clarification shall be copied to all consultants for information purposes. No change in the price or substance of the proposal shall be sought, offered, or permitted except to reflect the price of a missing or non-conforming item or component, in accordance with ITC 34.
- 32.2 If a consultant does not provide clarifications of their proposal by the date and time set in the PDE's request for clarification, its proposal may be rejected.

33. Compliance and Responsiveness of Proposals

- 33.1 The PDE's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself subject to the findings recorded after a due diligence or post qualification if conducted.
- 33.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the RFP document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a. Affects in a substantial way, the scope or quality of services to be procured; or
 - b. Affects the ability of the consultant to perform the proposed contract; or
 - c. Impacts the key factors of a procurement including cost, risk, time and quality and causes –
 - d. Unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
 - e. Unacceptable alternative technical details, such as design, materials, workmanship, requirements, standards or methodologies; or
 - f. Unacceptable counter-proposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.
- 33.3 If a proposal is not substantially compliant and responsive to the RFP document, it shall be rejected by the PDE and may not subsequently be made compliant and responsive by the consultant by correction of the material deviation, reservation, or omission.

34. Nonconformities and Omissions

- 34.1 Provided that a proposal is substantially compliant and responsive, the PDE may waive any non-conformity or omission in the proposal that does not constitute a material deviation.
- 34.2 Provided that a proposal is substantially compliant and responsive, the PDE may request that the consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the consultant to comply with the request may result in the rejection of its proposal.
- 34.3 Provided that a proposal is substantially compliant and responsive, the PDE shall rectify nonmaterial nonconformities or omissions. To this effect, the proposal price may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid/proposal price using the highest price from other bids/proposals submitted.

35. Preliminary Examination of Proposals – Eligibility and Administrative Compliance

- 35.1 The PDE shall examine the legal documentation and other information submitted by consultants to verify the eligibility of consultants and to verify the validity and authenticity of the documents submitted by the consultants.
- 35.2 If after the examination of eligibility, the PDE determines that the consultant is not eligible, it shall subject to ITC 34, reject the proposal.
- 35.3 The PDE shall while assessing administrative compliance of the proposal, examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 17 have been provided, and to determine the completeness of each document submitted.
- 35.4 The PDE shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the proposal shall be rejected:
- a. Technical Proposal Submission Form, including:
 - b. A brief description of the services offered; and
 - c. The correct validity date of the proposal.
 - d. Separately sealed financial proposal;
 - e. Written confirmation of authorisation to commit the consultant (Power of Attorney); and
 - f. A Proposal Securing Declaration, if required.

36. Detailed Evaluation

- 36.1 The PDE shall evaluate the technical proposals on the basis of the consultant's responsiveness to the Terms of Reference (ToR), applying the evaluation criteria, sub-criteria, and methodology specified in **Section 3, Evaluation Methodology and Criteria**. A proposal shall be rejected at this stage if it does not respond to important aspects of the ToR or if it fails to achieve any minimum technical score indicated in **Section 3, Evaluation Methodology and Criteria**.
- 36.2 The PDE may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the consultant (s) concerned. Consultants shall be provided with adequate notice of any interviews planned.
- 36.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in **Section 3, Evaluation Methodology and Criteria**.

37. Opening of Financial Proposals

- 37.1 After the detailed evaluation is completed, the PDE shall notify those consultants whose proposals did not qualify for the financial opening. The PDE shall on request provide the consultant whose proposal is disqualified at the technical evaluation stage with a debrief which shall state the score awarded to the proposal at the technical evaluation reasons why their proposal was disqualified and the weakness of the proposal against the evaluation criteria. The debrief shall be provided within two working days of a request by the consultant. The financial proposals of the disqualified consultants will be returned unopened after the PDE has signed a contract with the successful consultant.
- 37.2 The PDE shall simultaneously notify the consultant (s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal (s). The opening date shall not be sooner than three working days after the notification date. The notification will be sent in writing.

37.3 The financial proposal (s) shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical score, and the proposal price (s) shall be read out and recorded when the financial proposal (s) are opened. The PDE shall prepare minutes of the public opening.

38. Conversion to Single Currency

38.1 The currency that shall be used for evaluation purposes for all proposals shall be Uganda Shillings unless otherwise specified in the PDS.

38.2 The exchange rate shall be the prevailing Bank of Uganda selling exchange rate at the date of proposal submission deadline.

39. Financial Comparison of Proposals

39.1 The PDE shall financially compare each financial proposal that has been opened.

39.2 To financially evaluate a proposal, the PDE shall only use the criteria and methodologies defined in this Clause and in **Section 3, Evaluation Methodology and Criteria**. No other criteria or methodology shall be permitted.

39.3 In the calculation of the evaluated price of each proposal, the PDE shall include the costs stated in **Section 3, Evaluation Methodology and Criteria**.

39.4 To determine the evaluated price, the PDE shall consider the following:

- a. The proposal price;
- b. Adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 34.3; and
- c. Adjustments due to the application of a margin of preference, in accordance with ITC Clause 41.

40. Unbalanced and/or Front-loaded bids/proposals

40.1 The PDE shall for the lowest evaluated bid/proposal price consider a price that appears to:

- a. Be unbalanced;
- b. Shows a misunderstanding of the requirements; or
- c. Is intended to front load earnings.

40.2 If the proposal, which results in the lowest evaluated proposal price, is seriously unbalanced, shows a misunderstanding of the requirements or front loaded in the opinion of the PDE, the PDE may require the consultant to produce detailed price analyses for any or all items of the TORs, to demonstrate the internal consistency of those prices with the schedule proposed and any other requirements of the RFP document.

40.3 After the evaluation of the information and detailed price analyses presented by the consultant, taking into consideration the schedule of estimated contract payments the PDE may as appropriate:

- a. Accept the proposal; or
- b. Agree on a payment mode that eliminates the inherent risk of the PDE paying too much for undelivered services; or
- c. Reject the proposal.

40.4 The PDE reserves the right to accept or reject any alternative offers. Alternative offers and other factors which are in excess of the requirements of the RFP documents or otherwise result in

unsolicited benefits for the PDE will not be taken into account in proposal evaluation, unless otherwise specified in **Section 3, Evaluation Methodology and Criteria**.

- 40.5 The estimated effect of any price adjustment conditions under Clause 32 of the GCC, during the period of implementation of the contract, will not be taken into account in proposal evaluation, unless otherwise indicated in **Section 3, Evaluation Methodology and Criteria**.

41. Margin of Preference

- 41.1 Unless otherwise specified in the PDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in **Section 3, Evaluation Methodology and Criteria**.
- 41.2 For the purpose of granting a margin of domestic preference, proposals will be classified in one of three groups, as follows:
- a. **Group A:** proposals from consultants incorporated or registered in Uganda where more than fifty percent of the consultant's capital is owned by Ugandan citizens or by the Government or a PDE of Uganda;
 - b. **Group B:** proposals from JVs or partnerships registered in Uganda and including a consultant qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the JV or partnership; and
 - c. **Group C:** all other proposals which do not qualify for preference under paragraphs (a) or (b).
- 41.3 Consultants claiming eligibility for a Margin of Preference must complete the declarations in the Financial Proposal Submission Form and provide documentary evidence of their eligibility in accordance with paragraphs 41.2 (a) or (b) above for example National Identity cards or bio-data passport pages to establish the nationality of the consultant.

42. Post-qualification of the Consultant

- 42.1 If so stated in **Section 3, Evaluation Methodology and Criteria**, the Evaluation Committee shall determine to its satisfaction whether the consultant that is selected as having submitted the best evaluated proposal is qualified to perform the contract satisfactorily.
- 42.2 The determination shall be based upon an examination of the documentary evidence of the consultant's qualifications submitted by the consultant, pursuant to ITC Clause 22, clarifications in accordance with ITC Clause 32 and the qualification criteria indicated in **Section 3, Evaluation Methodology and Criteria**. Factors not included in **Section 3, Evaluation Methodology and Criteria** shall not be used in the evaluation of the consultant's qualifications.
- 42.3 An affirmative determination shall be a prerequisite for award of the contract to the consultant. A negative determination shall result in disqualification of the proposal, in which event the PDE shall proceed to the next best evaluated proposal to make a similar determination of that consultant's capabilities to perform satisfactorily.

43. Determination of Best Evaluated Proposal

The PDE shall compare all substantially compliant and responsive proposals to determine the best evaluated bid/proposal, in accordance with **Section 3, Evaluation Methodology and Criteria**.

44. Negotiations

- 44.1 Negotiations may be held with the best evaluated consultant before the award of contract.
- 44.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

F. Award of Contract

45. Award Procedure

- 45.1 The PDE shall issue a NOBEB within five working days after a decision of the Contracts Committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to all consultants and the Authority for publication on its website.
- 45.2 A PDE shall not award a contract to the best evaluated bidder/consultant until the lapse of ten days after the date of display of the notice of the best evaluated bidder/consultant.
- 45.3 The PDE shall award the contract to the consultant whose offer has been determined to be the best evaluated proposal, provided that the consultant is determined to be qualified to perform the contract satisfactorily and subject to satisfactory negotiations.
- 45.4 A contract award decision is not a contract binding on the PDE and shall not convey any inference for acceptance of the consultant's proposal.

46. Right to Reject Proposals or Cancel the Bidding Process

The PDE reserves the right to reject any or all the proposals or cancel the procurement process, at any time prior to contract award, without thereby incurring any liability to consultants.

47. Signing of the Contract

On expiry of the ten working days after the date of display of the notice of the best evaluated bidder/consultant and upon approval of the Attorney General where applicable, the PDE shall sign a contract with the successful consultant. An award shall be confirmed by the written contract signed by both the consultant and the PDE.

48. Effectiveness of the Contract

- 48.1 Failure by the successful consultant to promptly sign the contract shall constitute sufficient ground for annulment of the contract award decision and execution of the Bid Securing Declaration. In that event, the PDE may award the contract to the next best ranked consultant whose proposal was evaluated at the financial comparison stage provided their proposal is still valid.
- 48.2 Effectiveness of the contract shall be subject any conditions specified in the contract.
- 48.3 A contract shall not be entered into by an Accounting Officer with a consultant during the period of administrative review as provided for under the PPDA Act Cap 205.

49. Debriefing

Where a consultant requests information on the reasons for the success or failure of their proposal, the PDE shall give the consultant a written debrief after the signing of the contract.

50. Performance Security or Performance Securing Declaration and ESHS Performance Security

- 50.1 Within twenty-one (21) days of signing of the contract, the successful consultant shall where applicable, furnish to the PDE a Performance Security or Performance Securing Declaration and, if so required in the PDS, the Environmental and Social (ES) Performance Security in the amount, stipulated in the SCC and in the form of on demand Bank Guarantee/on demand insurance bond as stipulated in **Section 9 (Contract Forms)**, denominated in the type and proportions of currencies of the contract. The Performance Security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. In case of an on-demand Insurance Bond, it should be issued by an insurance company in Uganda or outside Uganda with proof of re-insurance, in the format included in **Section 9 (Contract Forms)** can be accepted.
- 50.2 Failure of the successful consultant to submit the above-mentioned Performance Security and, if required in the PDS, the Environmental and Social (ES) Performance Security, shall constitute sufficient ground for annulment of the contract award decision. In this case, the successful consultant's conditions of the Bid Securing Declaration shall be executed. In that event, the PDE may award the contract to the next best ranked consultant whose proposal was evaluated at the financial comparison stage provided their proposal is still valid.

51. Administrative Review

- 51.1 Consultants may seek an administrative review for any omission or breach by the PDE in accordance with the Public Procurement and Disposal of Public Assets Act, Cap 205, Regulations and guidelines made thereunder.
- 51.2 The PDE shall promptly provide a bidder who seeks administrative review with:
- a. A summary of the evaluation process;
 - b. A comparison of the tenders, proposals, or quotations including the evaluation criteria used;
 - c. The reasons for rejecting the concerned proposals; and
 - d. The details of the applicable administrative review fees and the account to which the fees are to be paid.

Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 1.1	The PDE is:
ITC 1.3	Subject: The subject of the procurement is:
ITC 1.3	Reference: The Procurement Reference Number is:
ITC 1.3	<p>Lots: The number and identification of lots comprising this Request for Proposals Document is:</p> <p>The minimum and maximum number of Lots a consultant may bid for is: Minimum..... Maximum.....</p>
ITC 5.4	Downstream work: The PDE [<i>does/does not</i>] envisage the need for continuity for downstream work.
ITC 6	Preference scheme..... [<i>shall/shall not</i>] apply.
ITC 7	Reservation scheme..... [<i>shall/shall not</i>] apply
ITC 10	<p>Clarification: For clarification purposes only the PDE’s address is:</p> <p>Attention:</p> <p>Street Address:</p> <p>Building:</p> <p>Floor/office number:</p> <p>Town/City:</p> <p>P. O. Box:</p> <p>Country:</p> <p>Telephone:</p> <p>Email address:</p> <p>The PDE will respond to any request for clarification provided that such request is received no later than..... (<i>insert day, month and year</i>).</p> <p>The PDE will respond to any request for clarification provided that such request is received no later than(<i>insert day/month and year</i>).</p>
ITC 14.1	Submission Method: The proposal submission method shall be:

Instructions to Consultants Reference	Data relevant to the ITC
<p>ITC 14.2</p>	<p>Pre-Proposal meeting: A pre-proposal meeting [shall/shall not] be held.</p> <p>Date:</p> <p>Time:</p> <p>Address for Pre-Proposal meeting:</p> <p>Building:</p> <p>Street Address:</p> <p>Floor/office number:</p> <p>Town/City:</p> <p>Country:</p> <p>The contact details of the PDE’s official (s) are:</p> <p>Name and position:</p> <p>Street Address:</p> <p>Building:</p> <p>Floor/office number:</p> <p>Town/City:</p> <p>Country:</p> <p>Telephone:</p> <p>Email Address:</p>
<p>ITC 15.1</p>	<p>Joint Venture (JV)/Partnership: Short-listed consultants [shall/shall not] be permitted to associate with individual consultants or other consultants or entities in a JV/partnership.</p>
<p>ITC 15.2</p>	<p>Prior to granting approval to enter into a JV or partnership, the PDE [shall/shall not] conduct an assessment of consultants not invited for this assignment.</p>
<p>ITC 16.1</p>	<p>Estimated Man Months: The estimated number of professional staff-months required for the assignment is: man months.</p> <p><i>or</i></p> <p>Budget for the Assignment: The allocated budget for the Assignment is..... </p>

Instructions to Consultants Reference	Data relevant to the ITC
<p>ITC 17.1 (e)</p>	<p>Additional information in Technical Proposal: Additional information required in the Technical Proposal includes:</p> <p><i>[List any additional document not already listed in ITC 17.1 that must be submitted with the technical proposal. The list of additional documents should include the following:</i></p> <p>ESHS Management Strategies and Implementation Plans</p> <p>The consultant shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITC 17.1 and 18.1 of the Proposal Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the consultant, and its subcontractors.</p> <p>In developing these strategies and plans, the consultant shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Statement of Requirements in Section 6:</p> <p>Code of Conduct for consultant’s personnel (ESHS)</p> <p>The consultant shall submit the Code of Conduct that will apply to the consultant’s employees and subcontractors as required by ITC 17.1 and 18.1 of the Proposal Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Statement of Requirements in Section 6:</p> <p>In addition, the consultant shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the consultant proposes to deal with any breaches.</p>
<p>ITC 18.1 (f)</p>	<p>Additional information in Financial Proposal: Additional information required in the Financial Proposal includes:</p> <p><i>[List any additional document not already listed in ITC 18.1 that must be submitted with the financial proposal. Costing of any environmental, social, health and safety requirements applicable should be indicated].</i></p>
<p>ITC 18.3</p>	<p>Price Breakdown: The Financial Proposal [shall/shall not] be broken down into the price for each activity.</p>
<p>ITC 18.4</p>	<p>Taxes: The Financial Proposal [shall/shall not] indicate taxes etc as a separate amount.</p>
<p>ITC 19</p>	<p>Prices: The prices quoted by the consultant.....[shall/shall not be] fixed.</p>

Part 1: Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 20	Quoting in other currencies [shall/shall not] be allowed. Consultant.....[shall/shall not] substantiate foreign currency requirements.
ITC 23.1	Validity: Proposals must remain valid until.....(insert day, month and year)
ITC 24.1	Proposal Securing Declaration: A Proposal Securing Declaration [shall/shall not].....be required.
ITC 24.2	Validity of Proposal Securing Declaration: The Proposal Securing Declaration shall be valid until:(insert day, month and year) (Calculated as 28 days beyond the proposal validity date above)
ITC 25.1	Number of Copies: In addition to the original of the technical and financial proposal, the number of copies of each proposal required is:
ITC 25.2	The written confirmation of authorization to sign on behalf of the consultant shall be: A Registered Power of Attorney if drawn and signed in Uganda; or a notarized Power of Attorney if drawn and signed outside Uganda.
ITC 27.1	Proposal Submission: For proposal submission purposes only, the PDE’s address is: Attention: Street Address: Building: Floor/Room number: Town/City: P. Box. No.: Country: Telephone number: Email Address: The deadline for proposal submission is: Date: (insert date, month and year) Time (local time): The consultant [shall/shall not] have the option of submitting their proposal electronically. If “yes”, insert: The electronic submission procedure shall be: (describe the submission procedure).

Instructions to Consultants Reference	Data relevant to the ITC
ITC 30.1	<p>Proposal Opening: The proposal opening for the technical proposals shall take place at:</p> <p>Street Address:</p> <p>Building:</p> <p>Floor/Room number:</p> <p>Town/City:</p> <p>Country:</p> <p>Date: Time (local time)</p> <p>An online option of the opening of the Technical Proposals is offered: Yes _____ or No _____ (If yes, insert “The online opening procedure shall be: ... (describe the procedure for online opening of Technical Proposals)).</p>
ITC 36.2	<p>Interviews: Interviews shall/shall not be held.</p> <p>Key Staff/staff to be interviewed:</p> <p>Anticipated method/mode of Interviews:</p> <p>Anticipated date of Interviews:</p>
ITC 38.1	<p>Exchange Rate: The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is:</p> <p>The source of exchange rate shall be: Bank of Uganda</p> <p>The date for the exchange rate shall be:</p>
ITC 41	<p>Margin of Preference: A margin of preference..... [Shall/ Shall not] apply.</p> <p>If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3, Evaluation Methodology and Criteria.</p>
ITC 50	<p>The successful consultancy [Shall/Shall Not] be required to submit a Performance Securing Declaration and an Environmental and Social (ES) Performance Security.</p> <p>[Note: The ES Performance Security shall normally be required where ES risks are significant.]</p>

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: _____

There are four selection methods that are permitted for the procurement of consultancy services: Quality and Cost Based Selection (QCBS); Quality Based Selection (QBS); Fixed Budget Selection (FBS) and Least Cost Selection (LCS). The PDE should refer to the PPDA (Consultancy) Regulations, 2023 and the User Guide for details of the appropriate methodology and Criteria to include in Section 3 dependant on the procurement requirement at hand.

- A Evaluation Methodology**
- B Preliminary Examination Criteria**
- C Detailed Evaluation Criteria**
- D Financial Comparison Criteria**
- E Post qualification**

The PDE shall undertake a post qualification on the BEB to confirm whether the BEB has the capacity and financial resources to execute the contract.

Section 4: Proposal Forms

Table of Forms

4.1	Technical Proposal – Standard Forms	28
4.1.1	Technical Proposal Submission Form	28
4.1.2	Code of Ethical Conduct in Business for Consultants.....	30
4.1.3	Consultant’s References	33
4.1.4	Comments and Suggestions on the Terms of Reference.....	34
4.1.5	Description of the Methodology for Performing the Assignment	35
4.1.6	Team Composition and Task Assignments	36
4.1.7	Format of Curriculum Vitae for Proposed Professional Staff.....	37
4.1.8	Format for Confirmation of Availability of Key Professional Staff.....	40
4.1.9	Estimated Input Time Schedule for Professional Staff	41
4.1.10	Activity (Work) Schedule	42
4.1.11	Proposal Securing Declaration.....	43
4.1.12	Beneficial Ownership Declaration Form	44
4.2	Financial Proposal - Standard Forms.....	45
4.2.1	Financial Proposal Submission Form.....	45
4.2.2	Summary of Proposal Price (Breakdown of Lump Sum).....	46
4.2.3	Breakdown of Fees.....	47
4.2.4	Breakdown of Reimbursables	48
4.2.5	Breakdown of Miscellaneous Expenses	49

4.1 Technical Proposal – Standard Forms

[This Proposal Submission Form should be on the letterhead of the consultant and should be signed by a person with the proper authority to sign documents that are binding on the consultant. It should be included by the consultant in its technical proposal]

4.1.1 Technical Proposal Submission Form

Date: *[insert date (as day, month and year) of proposal submission]*

Subject of Procurement: *[insert the subject of the procurement]*

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity (PDE)]*

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Request for Proposals (RFP) document, including Addenda No.: *(insert the number and issuing date of each Addenda where applicable)*;
- b. We offer to provide the services in conformity with the terms and conditions provided in the RFP document.
- c. We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;
- d. Our proposal shall be valid until the date specified in ITC Clause 23.1 and it shall remain binding upon us and may be accepted at any time before and including that date;
- e. We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4;
- f. We, including any subcontractors or consultants for any part of the contract resulting from this procurement process are registered with the Authority Registration Number *[insert registration number]*. *[Consultants who are not registered or whose subcontractors are not registered should amend the statement to reflect their status]*;
- g. We, including any partners, Joint Venture (JV) partners or Sub contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the consultant, including that of all parties that comprise the consultant, if the consultant is a JV or partnership, and the nationality of each subcontractor]*;
- h. *[If the consultant is a JV, insert the following: We are submitting our Proposal in a JV with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy (insert: “of our letter of intent to form a JV” or, if a JV is already formed, “of the JV agreement”) signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said JV.*
- i. We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract;
- j. We are not participating, as consultants, in more than one proposal in this procurement process;

Part 1: Section 4. Proposal Forms

- k. We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the PDE;
- l. We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;
- m. Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;
- n. We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;
- o. We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Proposal]*

In the capacity of: *[insert legal capacity of person signing the proposal]*

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

4.1.2 Code of Ethical Conduct in Business for Consultants

(Under Section 127 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/consultants 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 bidders/consultants and providers from being eligible for participating in public procurement and disposal processes or contract award and may result in a contract being terminated. Note, in this form, bidder includes consultant.

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-

- a. Strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- b. 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 PDE.

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

- a. 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.
- b. 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 PDE that might be viewed by the public as having an influence on their decisions.

7. Inducements

- a. 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.

- b. 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-

- a. Collude with the other businesses and organizations with the intention of depriving a PDE of the benefits of free and open competition;
- b. Enter into business arrangements that might prevent the effective conclusion of a procurement or disposal process in a fair manner;
- c. Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- d. Misrepresent or conceal facts in order to influence a procurement and disposal process or the execution of a contract to the detriment of the PDE; or utter false documents;
- e. 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 PDE; and
- f. 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 ensure the provision of decent work that respects human rights, promotes social justice and supports sustainable development must not engage in forced or compulsory labour 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. Consultants 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 PDE and contractors including employees.

Bidders and providers should report allegations of harassment or sexual harassment by PDEs staff to the Employer or the Authority. The reporting can be anonymous. Consultants 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.

.....

.....

AUTHORISED SIGNATORY

NAME OF THE BIDDER/PROVIDER

[The information requested is required in the format provided below and should be included by the consultant in its proposal]

4.1.3 Consultant’s References

Relevant services carried out in the last years (*Insert number of years required*) that best illustrate experience.

Using the format below, provide information on each assignment for which the consultant, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant’s Name:

Assignment name:		Country:
Location within country:		Professional Staff provided by consultant (profiles):
Name of Client:		Nº of staff
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Current US\$):
Name of associated consultants, if any:		Nº of Staff-Months of professional staff provided by associated consultants:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of project:		
Description of actual services provided by your staff:		

.....
[day/month/year]

.....
 Name of Expert
[day/month/year]

Signature

Date

.....
 Name of authorized
 Representative of the consultant
(the same who signs the proposal)

Signature

Date

[The information requested is required in the format provided below and should be included by the consultant in its proposal. If none, include form and state "None"]

4.1.4 Comments and Suggestions on the Terms of Reference

[Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the PDE, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the PDE. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

.....
[day/month/year]

.....
Name of Expert
[day/month/year]

.....
Signature

.....
Date

.....
Name of authorized
Representative of the consultant
(the same who signs the proposal)

.....
Signature

.....
Date

[The information requested is required in the format provided below and should be included by the consultant in its proposal]

4.1.5 Description of the Methodology for Performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal]:

- a. Technical Approach and Methodology
- b. Work Plan
- c. Organization and Staffing

a. Technical Approach and Methodology. [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output (s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

b. Work Plan. [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PDE), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output (s) should be included here. The work plan should be consistent with the Work Schedule Form.]

c. Organization and Staffing. [Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.]

.....
[day/month/year]

.....
Name of Expert
[day/month/year]

Signature

Date

.....
Name of authorized
Representative of the consultant
(the same who signs the proposal)

Signature

Date

[The information requested is required in the format provided below and should be included by the consultant in its proposal]

4.1.6 Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task (s)

2. Support Staff		
Name	Position	Task (s)

.....
[day/month/year]

.....
 Name of Expert Signature Date
[day/month/year]

.....
 Name of authorized Signature Date
 Representative of the consultant

(The same who signs the proposal)[The information requested is required in the format provided below and should be included by the consultant in its proposal]

4.1.7 Format of Curriculum Vitae for Proposed Professional Staff

Position Title and No.	[e.g., A-1, TEAM LEADER]
Name of Expert:	[Insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship/Residence	
Experts contact information	E-mail....., phone.....)

Education: [Starting with the most recent qualifications attained, list in reverse order, as per the table below the college/university or other specialized education, giving names of educational institutions, dates attended, degree (s)/diploma (s) obtained]

Period	Name of Awarding Institution	Qualification attained
[E.g., May 2005-present]	[E.g., insert name of college/university/ specialised education institution]	[E.g., degree/diploma]

Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization (s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[E.g., May 2005-present]	[E.g., Ministry of, advisor/ consultant to... For references: Tel...../e-mail.....; Mr. A2, Project manager]		

Membership in Professional Associations and Publications:

S/N	Name of Association	Qualification/Grade	Period of Attainment

S/N	Name of Publication	Publication date
1.		
2.		

Language Skills (indicate only languages in which you can work):

S/N	Language	Proficiency Rating (Written)	Proficiency Rating (Oral)
		[E.g., excellent, good, average, poor]	[E.g., excellent, good, average, poor]

Detailed tasks assigned on consultant’s team of experts:	Reference to prior work/assignments that best illustrates capability to handle the assigned tasks
(List all deliverables/tasks as in TECH- 5 in which the expert will be involved)	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the PDE, and/or sanctions by PPDA.

Part 1: Section 4. Proposal Forms

.....
[day/month/year]

.....
Name of Expert
[day/month/year]

.....
Signature

.....
Date

.....
Name of authorized
Representative of the consultant
(the same who signs the proposal)

.....
Signature

.....
Date

4.1.8 Format for Confirmation of Availability of Key Professional Staff

Subject of procurement:		Procurement reference number	
--------------------------------	--	-------------------------------------	--

Consultant	
-------------------	--

List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available

Confirmation

I..... (insert name of Authorised Consultant) hereby certify that the staff described above shall be available as indicated

Signature:Name:

[The information requested is required in the format provided below and should be included by the consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]

4.1.9 Estimated Input Time Schedule for Professional Staff

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																	Subtotal (1)
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: Part-time:

Signature:
(Authorised Representative)

Full Name: Title:

Consultant:

[The information requested is required in the format provided below and should be included by the consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

4.1.10 Activity (Work) Schedule

A. Technical Input												
	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

B. Completion and Submission of Reports and Other Deliverables	
Reports	Date
1. Inception Report	
2. Interim Progress Reports a. First Status Report b. Second Status Report	
3. Draft Final Report	
4. Final Report	
5. Other Deliverables	

.....
[day/month/year]

.....
 Name of Expert
[day/month/year]

Signature

Date

.....
 Name of authorized
 Representative of the consultant
(the same who signs the proposal)

Signature

Date

4.1.11 Proposal Securing Declaration

[The consultant shall fill in this Form in accordance with the instructions indicated. If the consultant is a Joint Venture (JV) or Partnership, the Proposal Securing Declaration must be in the name of the JV or Partnership that submits the proposal. If the JV has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

Date: *[insert date (as day, month and year) of Proposal Submission]*
Procurement Reference No.: *[insert reference number of selection process]*

To: *[insert complete name of PDE]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.
2. I/We accept that I/we may be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation (s) under the Request for Proposals (RFP) conditions, because we:
 - a. Have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Form, except as provided in ITC Sub-Clause 23.3; or
 - b. Having been notified of the acceptance of our proposal by the PDE, during the period of proposal validity, fail or refuse to:
 - i. Sign the contract in accordance with ITC Clause 47;
 - ii. Furnish the Performance Security, in accordance with the ITC Clause 50; or
3. I/We understand this Proposal Securing Declaration shall expire on *[Insert date as per ITC Clause 24]*.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the proposal for and on behalf of: *[insert complete name of consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

4.1.12 Beneficial Ownership Declaration Form

This beneficial ownership declaration form is issued by the Public Procurement and Disposal of Public Assets Authority to collect beneficial ownership information. This should be completed by consultants and submitted as part of the proposal.

Company Identification			
Full legal name of the Bidder/Consultant (Company or Joint Venture)			
Physical/Contact Address			
Name (s) of Beneficial Owner (s) of the Company/Joint Venture/Partnership	Name (s):	Percentage Ownership	Gender (M/F)
	1.		
	2.		
	3.		
	4.		

Are any of the beneficial owners a Politically Exposed Person (PEP)? <input type="checkbox"/> No <input type="checkbox"/> If Yes Name:
Public office position and role: Date when office was assumed
Attestation
I, undersigned, for and on behalf of the bidder/consultant confirm that all information provided in the above beneficial ownership declaration is accurate and reliable. [Name] _____ [Position] _____ [Signature] _____
Beneficial Ownership Definition
<i>“Beneficial owner” means “the natural person who ultimately owns or controls a legal person or arrangement or the natural person on whose behalf a transaction is conducted, and includes those natural persons who exercise ultimate effective control a legal person or arrangement directly or indirectly.”</i>

4.2 Financial Proposal - Standard Forms

[This Proposal Submission Form should be on the letterhead of the consultant and should be signed by a person with the proper authority to sign documents that are binding on the consultant. It should be included by the consultant in the consultant's financial proposal]

4.2.1 Financial Proposal Submission Form

Date: *[insert date (as day, month and year) of proposal submission]*
Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of PDE]*

We, the undersigned, declare that:

- a. The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;
- b. **Option 1, in case of one lot:** *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*;
- c. **Option 2, in case of multiple lots:** Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;
- d. We are eligible for a Margin of Preference in accordance with ITC Clause 41 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

Name: _____ *[insert complete name of person signing the proposal]*

In the capacity of _____ *[insert legal capacity of person signing the proposal]*

Signed: _____ *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the proposal for and on behalf of: _____ *[insert complete name of consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Part 1: Section 4. Proposal Forms

[Consultants may reproduce this form in landscape format if more practical but are responsible for its accurate reproduction. State currency or currencies of proposal. If three currencies are not used state “nil” as appropriate. If the PDS requires the proposal price to be quoted separately for different Activities, complete this form as a “Summary of Proposal Price” for each activity and complete one overall Summary of prices.]

4.2.2 Summary of Proposal Price (Breakdown of Lump Sum)

Cost item	Currency	Amount (s)
Fees – currency 1		
Reimbursables – currency 1		
Applicable taxes		
Total Lump Sum/Cost Estimate – currency 1		

.....
[day/month/year]

.....
 Name of Expert
[day/month/year]

.....
 Signature

.....
 Date

.....
 Name of authorized
 Representative of the consultant
(the same who signs the proposal)

.....
 Signature

.....
 Date

4.2.5 Breakdown of Miscellaneous Expenses

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC].

State activity name or total proposal: **Currency:**

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Grand Total				

.....
[day/month/year]

.....
 Name of Expert Signature Date
[day/month/year]

.....
 Name of authorized Signature Date
 Representative of the consultant
(the same who signs the proposal)

Section 5: Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- a. As a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- b. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits the provision of services from that country or any payments to persons or entities in that country.

PART 2 - STATEMENT OF REQUIREMENTS

Section 6: Statement of Requirements

Procurement Reference Number:

1. Terms of Reference

[Sample outline:

1. Background

2. Objective (s) of the Assignment

3. Scope of services, Tasks (Components) and Expected Deliverables, Staffing, Reports and Reporting lines

PART 3 - Contract

Section 7: [General Conditions of Contract] for the Procurement of Consultancy Services

A. General Provisions.....	55
1. Definitions	55
2. Corrupt Practices	56
3. Confidential Information.....	57
B. The Contract	57
4. Contract Documents	57
5. Governing Law.....	58
6. Language	58
7. Notices.....	58
8. Commencement of Services	58
9. Assignment.....	58
10. Subcontracting.....	59
11. Contract Amendments	59
12. Change in Laws	59
13. Force Majeure.....	59
14. Suspension of Assignment.....	60
15. Termination	60
16. Cessation of Rights and Obligations or Services	61
17. Settlement of Disputes.....	62
18. Completion Period of the Services	62
C. Obligations of the Procuring and Disposing Entity (PDE).....	62
19. Provision of Information and Assistance	62
20. Provision of Counterpart Staff.....	63
D. Payment	63
21. Contract Price and Currency	63
22. General Payment Procedure	63
23. Invoice Procedure.....	64
24. Documentation to Support Invoices	64
25. Payment Schedule	64
26. Advance Payment Guarantee	64

Part 3: Section 7: [General Conditions of Contract] for the Procurement of Consultancy Services

27.	Payment Terms.....	64
28.	Final Payment.....	64
29.	Accounts.....	65
30.	Option 1 - Payments in respect of Lump Sum remunerated Contracts	65
31.	Option 2 - Payments in Respect of Time-Based Remunerated Contracts.....	65
	32. Price Adjustments	66
33.	Taxes and Duties.....	66
E.	Obligations of the Consultant	66
34.	Obligations of the Consultant	66
35.	Eligibility.....	67
36.	Joint Venture	67
37.	Code of Conduct.....	67
38.	Conflict of Interests	67
39.	Indemnification.....	68
40.	Insurance to be taken out by the Consultant.....	68
41.	Accounting, Inspection and Auditing	69
F.	Performance of the Services	69
42.	Scope of Services	69
43.	Specifications and Designs	69
44.	Property of Deliverables	69
45.	Performance Security and ES Performance Security	69
46.	Extensions of Time.....	70
47.	Consultant’s Personnel	70
48.	Working Hours of the Personnel.....	71
49.	Replacement of Personnel	71
50.	Medical and Insurance arrangements	71
51.	Sustainable Procurement	71

Section 7: General Conditions of Contract for the Procurement of Consultancy Services

A. General Provisions

1. Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- a. “Consultant” means the natural person, private or government entity, or a combination of the above, whose proposal to perform the contract has been accepted by the Procuring and Disposing Entity (PDE) and is named as such in the Agreement, and includes the legal successors or permitted assigns of the consultant.
 - b. “Contract” means the Agreement entered into between the Parties and includes the contract documents.
 - c. “Contract documents” means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - d. “Contract price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the services.
 - e. “Day” means working day. “Month” means calendar month.
 - f. “Eligible countries” means the countries and territories eligible as listed in the SCC.
 - g. “Foreign currency” means any currency other than Uganda Shillings.
 - h. “GCC” means the General Conditions of Contract.
 - i. “In writing” means hand-written type-written, printed or electronically made, and resulting in a permanent record.
 - j. “Local currency” means Uganda Shillings.
 - k. “Lump sum contract” means a contract under which the services are performed for an all-inclusive fixed total amount.
 - l. “Member,” where the consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities; and “Member in Charge” means the entity authorised to act on all the Members behalf in exercising all the consultants’ rights and obligations towards the PDE under the contract and named in the SCC.
 - m. “Party” means the PDE or the consultant, as the case may be, and “Parties” means both of them.
 - n. “Personnel” means persons engaged by the consultant or by any sub-contractor as employees and assigned to the performance of the services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside Uganda; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside Uganda; and “Key Personnel” means those personnel that are regarded by the consultant as essential to the successful completion of the services and related tasks.
 - o. “Procuring and Disposing Entity (PDE)” means the entity purchasing the services, as specified in the Agreement.
 - p. “SCC” means the Special Conditions of Contract.
 - q. “Services” means the professional or specialised services to be performed by the consultant as described in the contract and shall include consultancy services.

- r. “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the services to be provided is subcontracted by the consultant.
- s. “Time based contract” means a contract under which the services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.
- t. “Tribunal” means a Tribunal established under the PPDA Act, Cap 205.

1.3 The word “Government” shall mean the Government of the Republic of Uganda.

1.4 If the context so requires it, singular means plural and vice versa.

1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the PDE and the consultant.

2. Corrupt Practices

2.1 It is the Government of Uganda’s policy and the legal framework to require that PDEs, as well as consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of the above:

- a. The PPDA Act Cap 205, defines the following as;
 - i. “Corrupt practice” includes the offering, giving, receiving, or soliciting, of anything of value, to influence the action of a public official in the procurement process or in contract execution;
 - ii. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the procuring or disposing entity, and includes collusive practices among consultant prior to or after proposal submission designed to establish proposal prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition; and
 - iii. “Coercive practice” includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

b. The Public Procurement and Disposal of Public Assets Authority (PPDA) will suspend a consultant from engaging in any public procurement proceeding for a stated period of time in accordance with the PPDA Act Cap 205 and the Regulations made under the Act, if it at any time determines that the consultant has engaged in corrupt or fraudulent practices or coercive practices in competing for, or in executing, a Government contract.

2.2 The consultant shall permit the Government of Uganda to inspect the consultant’s accounts and records relating to the performance of the consultant and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

2.3 In pursuit of the policy defined in GCC Clause 2.1, the PDE may reject the recommendation for contract award and or terminate a contract in accordance with GCC Clause 15 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the PDE or of a consultant, during the procurement or the execution of that contract.

3. Confidential Information

- 3.1 The PDE and the consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract. Notwithstanding the above, the consultant may furnish to its sub-contractor such documents, data, and other information it receives from the PDE to the extent required for the sub-contractor to perform its work under the contract, in which event the consultant shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the consultant under the contract.
- 3.2 The PDE shall not use such documents, data, and other information received from the consultant for any purposes unrelated to the contract. Similarly, the consultant shall not use such documents, data, and other information received from the PDE for any purpose other than the design, procurement, or other work and services required for the performance of the contract.
- 3.3 The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:
- a. The PDE or consultant need to share with any institution participating in the financing of the contract;
 - b. Now or hereafter enters the public domain through no fault of that party;
 - c. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 3.4 The provisions of GCC Clauses 3.1 and 3.2 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the contract in respect of the services or any part thereof.
- 3.5 The provisions of GCC Clauses 3.1 and 3.2 shall survive for a period of two years from completion or termination, for whatever reason, of the contract.

B. The Contract

4. Contract Documents

- 4.1 The documents forming the contract shall be interpreted in the following order of priority:
- a. Agreement,
 - b. Special Conditions of Contract,
 - c. General Conditions of Contract,
 - d. Statement of Requirements,
 - e. Consultant's proposal and any changes agreed to by the parties,
 - f. Any other document listed in the SCC as forming part of the contract.
- 4.2 Subject to the order of precedence set forth in Sub-Clause 4.1, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

- 4.3 No amendment, modification or other variation of the contract shall be valid unless an amendment to contract is made in writing, is dated, expressly refers to the contract, and is signed by a duly authorised representative of each party thereto.
- 4.4 If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.
- 4.5 Any action required or permitted to be taken, and any document required or permitted to be executed, under the contract by the PDE or the consultant may be taken or executed by the authorised representatives specified in the SCC.
- 4.6 The contract constitutes the entire agreement between the PDE and the consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of contract. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

5. Governing Law

The contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise stated in the SCC.

6. Language

- 6.1 The contract as well as all correspondence and documents relating to the contract exchanged by the consultant and the PDE, shall be written in English. Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the contract, this translation shall govern.
- 6.2 The consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7. Notices

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to the contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the party at the address specified in the SCC.
- 7.2 A party may change its address for notice hereunder by giving the other party notice of such change.

8. Commencement of Services

The consultant shall commence the services within the time period specified in the SCC after the date of signature of the Agreement.

9. Assignment

The PDE or the consultant shall not assign, in whole or in part, their obligations under this contract, except with the prior written consent of the other party.

10. Subcontracting

- 10.1 The consultant shall request approval in writing from the PDE for all subcontracts awarded under the contract that are not included in the contract. Sub-contracting shall in no event relieve the consultant of any of its obligations, duties, responsibilities or liability under the contract.
- 10.2 Sub-contracts shall comply with the provisions of GCC Clauses 2 and 35.

11. Contract Amendments

- 11.1 The PDE may at any time request the consultant through notice in accordance with GCC Clause 7, to make changes to the contract by agreement to an amendment of contract.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the consultant's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or in the completion date, or both, and the contract shall accordingly be amended. Any claims by the consultant for adjustment must be asserted within twenty-eight days from the date of the consultant's receipt of the PDE's notice.
- 11.3 Prices to be charged by the consultant for any related or additional services that might be needed but which were not included in the contract shall be agreed upon in advance by the parties.
- 11.4 An amendment to contract shall be signed by both parties' following agreement to the proposed changes required and shall make adjustments for the impact on the contract price, completion period or any other condition.

12. Change in Laws

Unless otherwise specified in the contract, if after the date of the Request for Proposals (RFP) document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the completion date and/or the contract price, then such completion date and/or contract price shall be correspondingly increased or decreased, to the extent that the consultant has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contracts amendment or a price adjustment in accordance with GCC Clause 32.

13. Force Majeure

- 13.1 For the purposes of the contract, "force majeure" shall mean an event or events which are beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- 13.2 Force Majeure shall not include:
 - a. Any event which is caused by the negligence or intentional action of a party or such party's sub-contractors or agents or employees; nor
 - b. Any event which a diligent party could reasonably have been expected to both:

- c. Take into account from the effective date of the contract; and
 - d. Avoid or overcome in the carrying out of its obligations.
 - e. Insufficiency of funds or failure to make any payment required hereunder.
- 13.3 The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the contract.
- 13.4 A party affected by an event of force majeure shall take all reasonable measures to:
- a. Remove such party's inability to fulfil its obligations hereunder with a minimum of delay; and
 - b. Minimise the consequences of any event of force majeure.
- 13.5 A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 13.6 During the period of their inability to perform the services as a result of an event of force majeure, the consultant shall be entitled to continue to be paid under the terms of the contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.
- 13.7 Not later than thirty (30) days after the consultant, as the result of an event of force majeure, has become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

14. Suspension of Assignment

- 14.1 The PDE may, by written notice of suspension of the assignment to the consultant, suspend all payments to the consultant hereunder if the consultant fails to perform any of its obligations under the contract, including the carrying out of the services, provided that such notice of suspension shall:
- a. Specify the nature of the failure; and
 - b. Request the consultant to remedy such failure within a period not exceeding thirty days after receipt by the consultant of such notice of suspension.

15. Termination

- 15.1 The PDE may, by not less than thirty days written notice of termination to the consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 15.1 (a) to (h), terminate the contract if:
- a. The consultant fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 14 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the parties in writing;

- b. The consultant becomes, or if any of the consultant's members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;
 - c. The consultant fails to comply with any final decision reached as a result of proceedings pursuant to GCC Clause 17 hereof;
 - d. The consultant submits to the PDE a statement which has a material effect on the rights, obligations or interests of the PDE and which the PDE knows to be false;
 - e. The consultant is unable as the result of force majeure, to perform a material portion of the services for a period of not less than sixty days;
 - f. The PDE, in its sole discretion and for any reason whatsoever, decides to terminate the contract;
 - g. The consultant, in the judgment of the PDE, has engaged in corrupt and fraudulent practices in competing for or in executing the contract; or
 - h. The Tribunal directs that a contract should be terminated.
- 15.2 The consultant may, by not less than thirty days written notice to the PDE, such notice to be given after the occurrence of any of the events specified in GCC Clause 15.2 (a) to (d) terminate the contract if:
- a. The PDE fails to pay any money due to the consultant pursuant to the contract and not subject to dispute pursuant to GCC Clause 27 within thirty days after receiving written notice from the consultant that such payment is overdue;
 - b. The PDE is in material breach of its obligations pursuant to the contract and has not remedied the same within twenty-two days (or such longer period as the consultant may have subsequently approved in writing) following the receipt by the PDE of the consultant's notice specifying such breach;
 - c. The consultant is unable as the result of force majeure, to perform a material portion of the services for a period of not less than sixty days; or
 - d. The PDE fails to comply with any final decision reached as a result of dispute settlement pursuant to GCC Clause 17 hereof.
- 15.3 If either Party disputes whether an event specified in GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such party may, within twenty-two days after receipt of notice of termination from the other party, refer the dispute for resolution pursuant to GCC Clause 17 and the contract shall not be terminated on account of such event except in accordance with the terms of any resulting consent agreement or dispute settlement decision.

16. Cessation of Rights and Obligations or Services

- 16.1 Upon termination of the contract pursuant to GCC Clause 15, or upon completion of the services pursuant to GCC Clause 18 hereof, all rights and obligations of the parties hereunder shall cease, except:
- a. Such rights and obligations as may have accrued on the date of termination or completion;
 - b. The obligation of confidentiality set forth in GCC Clause 3;
 - c. The consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
 - d. Any right which a party may have under the governing laws.

- 16.2 Upon termination of the contract by notice of either party to the other pursuant to GCC Clause 7, the consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultant and equipment and materials furnished by the PDE, the consultant shall proceed as provided, by GCC Clause 44.

17. Settlement of Disputes

- 17.1 The PDE and the consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution as specified in the SCC.

18. Completion Period of the Services

- 18.1 The period for the completion of the services shall be specified in the SCC. The completion period shall be counted from the date of the commencement of the services.

C. Obligations of the Procuring and Disposing Entity (PDE)

19. Provision of Information and Assistance

- 19.1 The PDE shall supply the consultant with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the PDE at the end of the period of the contract.
- 19.2 The consultant may request the assistance of the PDE to obtain copies of laws, regulations, and information on local customs, orders or bylaws of Uganda, which may affect the consultant in the performance of its obligations under the contract. The PDE may charge the consultant for such assistance.
- 19.3 Subject to the provisions of the laws and regulations on foreign labour in Uganda, the PDE shall make every effort to facilitate the consultant in obtaining all required visas and permits, including work and residence permits, for the personnel whose services the consultant and the PDE consider necessary as well as residence permits for their families.
- 19.4 The PDE shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the services.
- 19.5 The PDE shall use its best efforts to ensure that the Government shall:
- a. Facilitate prompt clearance through customs of any property required for the services and of the personal effects of the Personnel and their eligible dependents;
 - b. Exempt the consultant and the Personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of Uganda;
 - c. Provide to the consultant, sub-contractors and personnel any such other assistance as may be specified in the SCC.

19.6 The PDE shall make available to the consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in the Statement of Requirements at the times and in the manner specified in the Statement of Requirement.

20. Provision of Counterpart Staff

20.1 If so provided in the SCC, the PDE shall make available to the consultant, as and when provided in the contract, and free of charge, such counterpart Personnel to be selected by the PDE, with the consultant's advice, as shall be specified in the contract. Counterpart personnel shall work under the exclusive direction of the consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the consultant which is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the PDE shall not unreasonably refuse to act upon such request.

20.2 If counterpart personnel are not provided by the PDE to the consultant where specified in the contract, the PDE and the consultant shall agree:

- a. How the affected part of the services shall be carried out; and
- b. The additional payments or time, if any, to be granted by the PDE to the consultant as a result thereof.

20.3 Counterpart personnel are not liable for the poor performance of the consultant.

D. Payment

21. Contract Price and Currency

21.1 The contract price shall be expressed as a specific amount or amounts in the Agreement representing:

- a. The total amount payable for a lump sum contract; or
- b. The maximum amount for a time-based contract.

21.2 Payments shall be made in Ugandan Shillings, unless otherwise specified in the SCC.

21.3 The contract price may only be changed as provided for in GCC Clause 11.

- a. The PDE or Provider need to share with any institution participating in the financing of the contract;
- b. Now or hereafter enters the public domain through no fault of that party;
- c. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

22. General Payment Procedure

22.1 The provisions of this Clause apply to all contracts subject to these GCC. Additional provisions at GCC Clause 30 or 31 shall apply as follows:

- a. The provisions of GCC Clause 30, Option 1 shall apply to lump sum contracts;
- b. The provisions of GCC Clause 31, Option 2 shall apply to time-based contracts.
- c. The type of contract applicable is stated in the SCC.

22.2 In consideration of the services performed by the consultant under the contract, the PDE shall make to the consultant such payments in such manner as is provided by the contract.

23. Invoice Procedure

23.1 The PDE shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. The PDE shall certify or reject such requests for payment within five days from receipt.

23.2 Where such payment requests are rejected, the PDE shall promptly advise the consultant of the reasons for rejection.

23.3 The PDE shall not unreasonably withhold any undisputed portion of a request for payment. The PDE shall notify the consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the consultant, the PDE may add or subtract the difference from any subsequent payments. In the event that there are no more payments to be made the PDE may recover the difference from the consultant.

24. Documentation to Support Invoices

Invoices shall be accompanied by the documentary requirements specified in the SCC.

25. Payment Schedule

All payments under the contract shall be made in accordance with the payment schedule specified in the SCC.

26. Advance Payment Guarantee

26.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of services, payment of the advance payment shall be made against the provision by the consultant of an unconditional bank guarantee for the same amount, and shall be valid for the period stated in the SCC.

26.2 Should the advance payment guarantee cease to be valid and the consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the PDE from future payments due to the consultant under the contract.

26.3 If a contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the consultant.

27. Payment Terms

Unless otherwise specified in the SCC, payments shall be made by the PDE, no later than thirty days after submission and certification of a request for payment by the consultant.

28. Final Payment

28.1 Payments shall be made by the PDE upon receipt of consultant's invoices and relevant supporting documents for certified deliverables.

- 28.2 Any amount which the PDE has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the contract, shall be reimbursed by the consultant to the PDE within thirty days after receipt by the consultant of a notice thereof.
- 28.3 Upon termination of the contract pursuant to GCC Clauses 15, the PDE shall make the following payments to the consultant:
- a. Fees for services satisfactorily performed prior to the effective date of termination;
 - b. Except in the case of termination pursuant to GCC Clauses 15.1 (a) to (d) and 15.1 (g) to (h) reimbursement of any reasonable cost incidental to the prompt and orderly termination of the contract including the cost of the return travel of the Personnel and their eligible dependents.

29. Accounts

All payments under the contract shall be made to the accounts of the consultant specified in the Invoice.

30. Option 1 - Payments in respect of Lump Sum remunerated Contracts

- 30.1 The contract price shall be a fixed total lump-sum including all personnel costs, sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the consultant in carrying out the services described in the contract.
- 30.2 Total payments under this contract shall not exceed the contract price.
- 30.3 The contract price shall be claimed in lump-sum instalments against deliverables specified in GCC Clause 25 and in accordance with the documentary requirement stated in GCC Clause 24.

31. Option 2 - Payments in Respect of Time-Based Remunerated Contracts

- 31.1 The consultant's total remuneration shall not exceed the contract price stated in the Agreement.
- 31.2 The consultant shall notify the PDE as soon as cumulative charges incurred for the services have reached 80% of the contract price.
- 31.3 Separate invoices shall be submitted for fees and for reimbursable expenditure.
- 31.4 Fees for the personnel shall be claimed in accordance with the documentary requirement stated in GCC Clause 24.
- 31.5 Fees for the personnel shall be determined on the basis of time actually spent by the personnel in the performance of the services after the date determined in accordance with the commencement date of the services or such other date as the parties may agree in writing. Personnel time spent in the performance of the services shall include time for necessary travel via the most direct route, at the rates detailed in the contract and subject to such additional provisions as are set forth, in the SCC.
- 31.6 Reimbursable expenditures shall include costs actually and reasonably incurred by the consultant in the performance of the services and are specified in the contract.

32. Price Adjustments

Prices charged by the consultant for the services performed under the contract shall not vary from the prices quoted in the contract, with the exception of any price adjustments authorised in the SCC.

33. Taxes and Duties

- 33.1 Except as otherwise specifically provided in the SCC, the consultant shall bear and pay all taxes, duties, and levies imposed on the consultant, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the services to be supplied under the contract.
- 33.2 If any tax exemptions, reductions, allowances or privileges may be available to the consultant in Uganda, the PDE shall use its best efforts to enable the consultant to benefit from any such tax savings to the maximum allowable extent.
- 33.3 For the purpose of the contract, it is agreed that the contract price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in Uganda (called “tax” in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the contract, which was or will be assessed on the consultant, its sub-contractors, or their employees in connection with performance of the contract, an equitable adjustment to the contract price shall be made to fully take into account any such change by addition to or reduction from the contract price, as the case may be.

E. Obligations of the Consultant

34. Obligations of the Consultant

- 34.1 The consultant shall perform the services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 34.2 The consultant shall submit to the PDE the reports and other deliverables, specified in the contract.
- 34.3 The consultant shall respect and abide by all laws and regulations in force and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The consultant shall indemnify the PDE against any claims and proceedings arising from any infringement by the consultant, its employees and their dependants of such laws and regulations.
- 34.4 The consultant shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.
- 34.5 The consultant shall obtain the PDE’s prior approval in writing before taking any of the following actions:
- a. Appointing any member of the personnel that are not named in the contract;
 - b. Entering into a subcontract that is not specified in the contract, for the performance of any part of the services, it being understood that the consultant shall remain fully liable for the performance of the services by the sub-contractor and its personnel pursuant to the contract;
 - c. Any other action that may be specified in the SCC.

35. Eligibility

- 35.1 The consultant and its sub-contractors shall have the nationality of an eligible country. A consultant or sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 35.2 The consultant and its sub-contractors shall provide personnel who shall be citizens of eligible countries.

36. Joint Venture

- 36.1 Unless otherwise specified in the SCC, if the consultant is a joint venture (JV), all of the parties shall be jointly and severally liable to the PDE for the fulfilment of the provisions of the contract. The JV shall designate one party to act as the member in charge with authority to bind the JV and to act on their behalf in exercising all the consultant's rights and obligations towards the PDE under the contract, including without limitation the receiving of instructions and payments from the PDE.
- 36.2 The composition or the constitution of the JV shall not be altered without the prior written consent of the PDE. Any alteration of the composition of the JV without the prior written consent of the PDE shall be considered to be a breach of contract.

37. Code of Conduct

- 37.1 The consultant shall at all times act loyally and impartially and as a faithful adviser to the PDE in accordance with the rules and/or codes of conduct of its profession. It shall, in particular, refrain from making any public statements concerning the services without the prior written approval of the PDE and from engaging in any activity which conflicts with its obligations towards the PDE under the contract. It shall not commit the PDE in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 37.2 For the period of execution of the contract, the consultant and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Uganda.

38. Conflict of Interests

- 38.1 The consultant shall refrain from any relationship which would compromise its independence or that of its personnel. If the consultant fails to maintain such independence the PDE may terminate the contract in accordance with the provision contained in the GCC Clause 15.
- 38.2 The consultant shall after the conclusion or termination of the contract, be limited in its role in connection with the project and shall not be permitted any further involvement in the provision or procurement of works, supplies or further services other than a continuation of the services, for any project resulting from or closely related to the services.
- 38.3 The consultant shall not engage, and shall cause their personnel and sub-contractors not to engage, either directly or indirectly, in any of the following activities:
- a. During the term of the contract, any business or professional activities in Uganda which would conflict with the activities assigned to them under the contract; and
 - b. After the termination of the contract, such other activities as may be specified in the SCC.

38.4 The payments to the consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the PDE.

39. Indemnification

39.1 At its own expense, the consultant shall indemnify, protect and defend, the PDE, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

39.2 At its own expense, the consultant shall indemnify, protect and defend the PDE, its agents and employees, from and against all actions, claims, losses or damages arising out of the consultant's failure to perform its obligations provided that:

- a. The consultant is notified of such actions, claims, losses or damages not later than 30 days after the PDE becomes aware of them;
- b. The ceiling on the consultant's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the consultant's willful misconduct;
- c. The consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

39.3 The aggregate liability of the consultant to the PDE shall not exceed the total contract value or such other amount specified in the SCC.

39.4 The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a. The PDE omitting to act on any recommendation, or overriding any act, decision or recommendation, of the consultant, or requiring the consultant to implement a decision or recommendation with which the consultant disagrees or on which it expresses a serious reservation; or
- b. The improper execution of the consultant's instructions by agents, employees or independent contractors of the PDE.

39.5 The consultant shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

40. Insurance to be taken out by the Consultant

40.1 The consultant shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the PDE as shall be specified in the SCC.

40.2 The consultant shall at the PDE's request, provide evidence to PDE showing that such insurance has been taken out and maintained.

41. Accounting, Inspection and Auditing

The consultant shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

F. Performance of the Services

42. Scope of Services

42.1 The services to be provided shall be as specified in the Statement of Requirements in the contract.

42.2 The services shall be performed at such locations as are specified in the contract and, where the location of a particular task is not so specified, at such locations, whether in Uganda or elsewhere, as the PDE may approve.

43. Specifications and Designs

43.1 The consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the PDE and taking into account the latest design criteria.

43.2 The consultant shall ensure that any specifications and designs and all documentation relating to procurement of works, supplies and services are prepared on an impartial basis so as to promote competitive tendering.

44. Property of Deliverables

44.1 All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and software containing data and information compiled, prepared and furnished by the consultant for the PDE under the contract shall become and remain the absolute property of the PDE. The consultant shall deliver all such documents to the PDE on completion or termination of the contract. The consultant may retain a copy of such reports, data and software and any restrictions about the future use of such reports, data or software shall be specified in the SCC.

44.2 Equipment and materials made available to the consultant, or purchased by the consultant with funds provided by the PDE, shall be the property of the PDE. Upon completion of the contract, the consultant shall make available an inventory of such items and shall dispose of such equipment and materials in accordance with the PDE's instructions. While in possession of such equipment and materials, the consultant shall ensure the items are insured at the expense of the PDE in an amount equal to their full replacement value.

45. Performance Security and ES Performance Security

45.1 If so stated in the SCC, the consultant shall, within twenty-one (21) calendar days of signing the contract, provide a performance security and, if applicable, an Environmental and Social, (ES) performance security for compliance with the consultant's ESHS obligations for the due performance of the contract. The performance security and the ES performance security shall be in the amount specified in the SCC and shall be denominated in the currency in which the contract price is payable.

- 45.2 The proceeds of the performance security and, if applicable, the ES performance security shall be payable to the PDE as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 45.3 The performance security and, if applicable, the ES performance security shall be in the form stipulated in Section 9 of the bidding document.
- 45.4 The performance security and, if applicable, the ES performance security to the PDE shall be valid until a date 28 days from intended completion date stated in the SCC.

46. Extensions of Time

If at any time during performance of the contract, the consultant or its subcontractors should encounter conditions impeding timely completion of services pursuant to GCC Clause 13, the consultant shall promptly notify the PDE in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the consultant's notice, the PDE may at its discretion extend the consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

47. Consultant's Personnel

- 47.1 The consultant shall employ and provide such qualified and experienced personnel and sub-contractors as are required to carry out the services. The consultant shall be responsible for the quality of the personnel.
- 47.2 If required by the contract, the consultant shall ensure that a resident project manager, acceptable to the PDE, takes charge of the performance of the services.
- 47.3 The services shall be carried out by the personnel specified in the contract for the period of time indicated therein. The title, job description, and estimated period of engagement of each of the consultant's key personnel shall be listed in the contract.
- 47.4 The key personnel and Sub-contractors listed by title/position and by name in the contract are hereby approved by the PDE. In respect of other key personnel which the consultant proposes to use in the carrying out of the services, the consultant shall submit to the PDE for review and approval a copy of their biographical data. If the PDE does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such biographical data, such key personnel shall be deemed to have been approved by the PDE.
- 47.5 The consultant may with the prior approval of the PDE make minor adjustments to the periods of input for key personnel as may be appropriate to ensure the efficient performance of the services, provided that such adjustments do not cause the payments made under the contract to exceed the contract price.
- 47.6 Adjustments with respect to the periods of engagement of key personnel which shall cause the total contract payments to exceed the contract price shall only be made with the PDE's written approval.
- 47.7 If additional work is required beyond the Statement of Requirements specified in the contract, the estimated periods of engagement of key personnel set forth in the contract may be increased by agreement in writing between the PDE and the consultant, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under the contract to exceed the contract price specified in the Agreement.

48. Working Hours of the Personnel

- 48.1 Working hours and holidays for key personnel are set forth in the contract. To account for travel time, foreign personnel carrying out services inside Uganda shall be deemed to have commenced or finished work in respect of the services such number of days before their arrival in or after their departure from Uganda.
- 48.2 The key personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave unless otherwise specified in the SCC. Except as specified in the contract, the consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is included in the staff-months of service set forth in the contract. Any taking of leave by personnel shall be subject to the prior approval by the consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the services.

49. Replacement of Personnel

- 49.1 The consultant shall not make changes in the personnel without the prior written approval of the PDE. The consultant must on its own initiative propose a replacement in the following cases:
- a. In the event of death, illness for an extended period or in the event of accident of a member of personnel.
 - b. If it becomes necessary to replace a member of personnel for any other reasons beyond the consultant's control (e.g. resignation, etc.).
- 49.2 The PDE may request a replacement with a written and justified request if in the course of performance, it considers that a member of the personnel does not perform its duties satisfactorily under the contract.
- 49.3 Where a member of personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid for the replacement cannot exceed that paid for the member of personnel who has been replaced. Where the consultant is unable to provide a replacement with equivalent qualifications and/or experience, the PDE may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept a replacement with lesser qualifications, provided that the fees of the latter are reduced to reflect the appropriate remuneration level.
- 49.4 Additional costs incurred in the replacement of personnel are the responsibility of the consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the PDE may ask the consultant to assign to the project temporary personnel pending the arrival of the new personnel, or to take other measures to compensate for the temporary absence of the missing personnel. The PDE shall make no payment for the period associated with the Personnel's absence while the position is not filled.

50. Medical and Insurance arrangements

For the period of execution of the contract, the consultant shall obtain medical insurance for its Personnel. The PDE shall be under no liability in respect of the medical expenses of the consultant.

51. Sustainable Procurement

The consultants shall conform to the minimum sustainable procurement technical requirements as specified in the SCC.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is:
GCC 1.2 (f)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2 (l)	Member in Charge: The Member in Charge is:
GCC 4.1 (f)	Contract Documents: Other documents forming part of the contract are:
GCC 4.4	Authorised Representatives: The Authorised Representatives are: For the PDES: For the consultant:
GCC 5.1	Law: The contract shall be governed by the Laws of Uganda.
GCC 7.1	Notices: The addresses for Notices are: For the PDE : Street Address: Building/Floor/Office number: Town/City: P. O. Box: Country: Telephone: Email: For the consultant Street Address: Building/Floor/Office number: Town/City: P. O. Box: Country: Telephone: Email:

Part 3: Section 8: Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 8.1	Commencement: The Period within which the services shall have commenced is:
GCC 17.2	Dispute settlement: Dispute settlement shall be..... [insert the formal dispute settlement Mechanism preferred]
GCC 18.1	Completion of the Services: The Period within which the services shall have been completed following commencement of the services is:
GCC 19.5 (c)	Further Assistance: The PDE shall provide the following further assistance:
GCC 20.1	Counterpart Staff: Counterpart Staff [<i>shall/shall not</i>].....be provided
GCC 22.1	Contract type: The contract type is (Lump sum or time-based) contract [<i>insert the applicable contract type</i>]
GCC 21.2	Currency of Payment: Payments shall be made in Uganda Shillings (or any other freely convertible currency) [<i>insert the appropriate currency of payment</i>] The exchange rate for purposes of payment shall be the prevailing Bank of Uganda selling exchange rate at the date of proposal submission deadline
GCC 24.1	Documentation for Payment: The following documentation shall be required to support invoices requesting payments:
GCC 25.1	Payment Schedule: The payment schedule shall be:
GCC 26.1	Advance Payment Guarantee: An Advance Payment Guarantee required. The period of validity of the Advance Payment Guarantee shall be:
GCC 27.1	Payment Period: Payment shall be made by the PDE within days of receipt and certification of the invoice accompanied by supporting documents
GCC 28.1	Final Payment shall be made by the PDE within days of receipt and certification of the invoice accompanied by supporting documents.
GCC 31.5	Additional provisions: The additional provisions for Personnel time are:
GCC 32.1	Price variation: The contract price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	Taxes and duties: The consultant..... bear and pay all taxes, duties, and levies imposed on the consultant, by all municipal, state or national government authorities:

Part 3: Section 8: Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 34.5 (c)	The PDE’s prior approval: The PDE’s prior approval is also required for:
GCC 36.1	Joint Venture requirements: The individuals or firms in a JV or partnership shall be jointly and severally liable.
GCC 38.3 (b)	Additional activities prohibited: The following activities are prohibited:
GCC 39.3	Total Liability: The total liability under the contract shall be the total contract value.
GCC 40.1	Insurance taken out by consultant: The risks and coverage shall be: i. Third Party motor vehicle ii. Third Party liability iii. Employer’s liability and workers’ compensation iv. Professional liability v. Loss or damage to equipment and property vi. Other
GCC 44.1	Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows:
GCC 45	A Performance Security _____ (Shall/Shall not) be required. A Performance Security shall be for _____ (Insert percentage) of the contract price. An ES Performance Security _____ (Shall/Shall not) be required. The ES Performance Security shall be for _____ (Insert percentage) of the contract price:
GCC 48.2	Personnel entitlements: The key personnel shall be entitled to payment for:
GCC 50.1	The minimum sustainable procurement technical requirements to be complied with are:..... [<i>insert e.g.: Environmental, Social (including Sexual Exploitation and Abuse (SEA) and Gender Based Violence (GBV)), Health and Safety</i>]

Section 9: Contract Forms

Table of Contract Forms

Agreement	75
Appendices	76
Appendix A Statement of Requirements	76
Appendix B Key Personnel and Sub-contractor.....	76
Appendix C Breakdown of Contract Price	76
Advance Payment Security.....	77
Performance Security.....	78
Environmental and Social (ES) Performance Security	79
Performance Bond	81
Performance Securing Declaration	82
Conditional Advance Payment Bond.....	83

Agreement

For Lump Sum/Time Based Contracts

This Agreement is made this..... day of the month of..... between of.....(hereinafter called the “Procuring and Disposing Entity”) and of (hereinafter called the “consultant”).

WHEREAS

- a. The PDE has requested the consultant to provide certain consultancy services (hereinafter called the “services”) as defined herein and attached to this contract;
- b. The consultant having represented to the PDE that it has the required professional skills, personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract.

NOW THEREFORE the parties hereto agree as follows:

- 1. The documents forming the contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the PDE and the consultant shall be as set forth in the contract, in particular:
 - a. The consultant shall carry out the services in accordance with the provisions of the contract; and
 - b. The PDE shall pay the consultant the contract price of _____ or such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

Signed by _____ (Authorised Representative of the PDE)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____ (Authorised Representative of the consultant)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Appendices

Appendix A Statement of Requirements

[Detailed descriptions of the services to be provided, dates for completion of tasks, location of tasks, etc.]

Appendix B Key Personnel and Sub-contractor

- B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).
- B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Uganda). (Section 4 Table 4.1.5)
- B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.
- B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]
- B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.8). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 47.

Appendix C Breakdown of Contract Price

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- C.1 Breakdown of contract price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :
- C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)
- C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

This appendix will exclusively be used for determining remuneration for additional services.]

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: *[insert date (as day, month, and year) of Advance Payment Security]*
Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of PDE]*

In accordance with the payment provision included in the contract, in relation to advance payments, *[insert complete name of consultant]* (hereinafter called “the consultant”) shall deposit with the PDE a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of guarantor]*, legally domiciled in *[insert full address of guarantor]* (hereinafter “the guarantor”), as instructed by the consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the PDE on its first demand without whatsoever right of objection on our part and without its first claim to the consultant, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the consultant under the contract until *[insert day and month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Article 15 (a) and 20 (a) are hereby excluded.

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the financial institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

Date: *[insert date (as day, month, and year) of Performance Security]*
Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name of PDE]*

WHEREAS *[insert name complete of Provider]* (hereinafter “the Provider”) has undertaken, pursuant to contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the services]* (hereinafter “the contract”).

AND WHEREAS it has been stipulated by you in the aforementioned contract that the provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the contract.

AND WHEREAS the undersigned *[insert complete name of guarantor]*, legally domiciled in *[insert complete address of guarantor]*, (hereinafter the “guarantor”), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the provider to be in default under the contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Environmental and Social (ES) Performance Security

[The Environmental and Social Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the contract price specified in the contract, and should be denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the PDE].

Date: *[insert date (as day, month and year) of ES Performance Security]*
Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name and address of PDE]*

WHEREAS *[insert name and address of consultant]* (hereinafter called “the consultant”) has undertaken, pursuant to the contract referenced above, dated *[insert date (as day, month and year) of contract]* to execute *[insert brief description of services]* (hereinafter called “the contract”);

AND WHEREAS it has been stipulated by you in the aforementioned contract that the Provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the contract;

AND WHEREAS the undersigned *[insert complete name of guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “guarantor”), have agreed to give the consultant a security;

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the consultant, up to a total of *[insert currency and amount of guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain in force up to and including.....*[insert date: day, month, year]*

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication.

Name: *[insert complete name of person signing the Performance Security]*

Part 3: Section 9: Contract Forms

In the capacity of [insert legal capacity of person signing the Performance Security]

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the performance security for and on behalf of: *[insert complete name of financial institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Performance Bond

By this Bond [insert name of bidder/consultants] as Principal (hereinafter called “the provider”) and [insert name of Insurance Company] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [insert name of PDE] as Obligee (hereinafter called “the Entity”) in the amount of [insert the currency , amount in words and figures], the payment of which sum well and truly to be made, the Entity and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Entity has entered into a written Agreement with the Consultant dated the day of , 20, for [name the subject of procurement] which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the provider promptly and faithfully performs the said contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the provider shall be, and declared by the Entity to be, in default under the contract, the Surety shall promptly pay the Entity the amount required to complete the contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Entity named herein.

In testimony whereof, the provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of 20

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

Performance Securing Declaration

[The consultant shall fill in this form in accordance with the instructions indicated. The declaration shall be required for procurements under restricted domestic and restricted international bidding. The declaration shall be submitted within ten (10) days after receiving the Notice of Award prior to signing of the contract]

Date: *[insert date (as day, month and year) of Performance Securing Declaration]*
Procurement Reference No.: *[insert reference number of selection process]*

To: *[insert complete name of PDE]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the performance by the consultant of its obligations under the contract, I/We shall submit a performance securing declaration.
2. I/We accept that I/we shall be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation (s) under the contract.
3. I/We understand this Performance Securing Declaration shall expire on *[Insert date]* upon issuance by the PDE of the Certificate of Final Acceptance.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert complete name of person signing the Performance Securing Declaration]*

Duly authorized to sign the declaration for and on behalf of: *[insert complete name of consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

(The Conditional Advance Payment Bond should be on the letter head of the issuing insurance company regulated by Insurance Regulatory Authority and should be signed by a person with the proper authority to sign the advance payment bond. The Surety shall fill this advance payment bond form in accordance with the instructions indicated)

Conditional Advance Payment Bond

Date: *[insert date (as day, month, and year) of advance payment bond]*

Bond No:.....

BY THIS BOND *[insert the name of the bidder]* as Principal obligor (*hereinafter called ‘the provider’*) and *[name and address of insurance Company]* authorized to transact business in Uganda as an insurance provider (herein after called the “the Surety”), are held and firmly bound unto *[name of Procuring and Disposing Entity]* as Obligee (*hereinafter called “the Entity”*) in the sum of *[amount bid bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assignees, jointly and severally, firmly by these presents.

WHEREAS the provider has entered into a written contract with the Entity dated theday of20 for the *[insert the subject of procurement]* for a total contract price of (herein after called “the contract”) and whereas under the said contract, the Entity has agreed to make advance payment of *[indicate the amount in figures and words]* to the provider.

NOW, THEREFORE, the condition of this obligation is such that, if the provider duly utilizes the advance payment for the purpose granted then this obligation shall be null and void; otherwise, it shall remain in force and effect. Whenever the provider shall be, and declared by the Entity up to a total not exceeding the amount of this bond or such part thereof as will be outstanding.

Our liability under this bond shall be proportionately reduced in accordance with the recovery of the advance payment on terms and conditions agreed between the Entity and the provider and the bond shall expire and our liability shall be automatically discharged on the full recovery of the advance payment by the entity. The bond will be returned to the surety as soon as the advance payment has been repaid.

This bond shall remain valid and in full effect from the date of the advance payment received the provider under the contract until the Entity receives full repayment of the same amount from the provider or by *[insert day, month and year]* which ever is earlier .

Any dispute/complaint between the parties to the insurance or Health Management contract may first be resolved amicably between the parties without the intervention of a third party and/ or the dispute/complaint shall be escalated to the Insurance Regulatory Authority of Uganda or Ombudsman in accordance with the insurance Act and Regulations before resorting to the other mediation, arbitration, litigation or any other form of dispute resolution.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be executed in their respective names this.....day of.....20.....

SIGNED ON *[insert date of signing]* on behalf of the (principal) *[insert complete name of the provider]*

¹ *The amount of the Bond shall be denominated in the currency indicated in the bidding document.*

Part 3: Section 9: Contract Forms

BY : *[insert complete name of the person signing the bond]*

In the capacity of *(insert legal capacity of person signing the bond)*

Signed : *[signature of the person whose name and capacity are shown above]*

SIGNED ON *[insert date of signing the bond]* on behalf of (Surety) *[insert complete name of the insurance Company]*

By: *[insert complete name of person signing the bond]*

In the capacity of *[insert legal capacity of person signing the bond]*

Signed : *[signature of person whose name and capacity are shown above]*