



**Republic of Uganda**

**USER GUIDE FOR STANDARD  
REQUEST FOR PROPOSALS FOR THE  
PROCUREMENT OF CONSULTANCY  
SERVICES UNDER QUOTATION  
METHOD**

**August 2025**



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## PREFACE

This User Guide is intended to facilitate the use of the Request for Proposals for Consultancy Services under quotation method that was issued by PPDA in 2025.

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

Any general or specific comments on the user guide by users, which will assist in improving this document, or correcting any errors, should be forwarded to the PPDA to ensure that amendments are included in subsequent revisions to this document.

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## LIST OF ACRONYMS

<b>BEB</b>	Best Evaluated Bidder/Consultant
<b>ESHS</b>	Environmental, Social, Health and Safety
<b>GCC</b>	General Conditions of the Contract
<b>GOU</b>	Government of Uganda
<b>LPO</b>	Local Purchase Order
<b>eGP</b>	Electronic Government Procurement System
<b>ISO</b>	International Standards Organisation
<b>ITC</b>	Instruction to Consultants.
<b>JV</b>	Joint Venture
<b>NOBEB</b>	Notice of Best Evaluated Bidder
<b>PDE</b>	Procuring and Disposing Entity
<b>PPDA</b>	Public Procurement and Disposal of Public Assets Authority
<b>PDU</b>	Procurement and Disposal Unit
<b>RFP</b>	Request for Proposals
<b>SCC</b>	Special Conditions of the Contract
<b>SOR</b>	Statement of Requirements.
<b>SRFP</b>	Standard Request for Proposals
<b>TOR</b>	Terms of Reference
<b>UD</b>	User Department



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# Guidance Notes on the use of the Standard Request for Proposals and User Guide

## Purpose of the Standard Request for Proposals

The purpose of the Standard Request for Proposals (RFP) is to provide the Government Procuring and Disposing Entities (PDEs) with one common standard draft containing basic contractual provisions and safeguards which are required by the Government of Uganda (GOU) in the execution of public procurement and the use of public funds.

The RFP for the Procurement of Consultancy Services under quotation method has been designed to:

- i. Simplify the preparing of a specific Request for Proposals for Procurement of Consultancy Services by the Procurement and Disposal Units (PDUs);
- ii. minimise the time required by the Contracts Committee (CC) and Solicitor General to approve Request for Proposals prior to release.
- iii. Reduce Consultants' time and effort in the preparation of proposals; and
- iv. Facilitate and simplify the evaluation and comparison of proposals and Contract award; by the PDE.

The key feature of the SBD is that it can be used with minimum changes, as it does not contain explanations, footnotes or examples that should not form part of the RFP Document. The SBDs contain completion notes only for bidders/consultants; these are primarily in the Proposal Forms. This User Guide contains all the explanations and notes necessary for PDEs to use the SBDs.

## Purpose of the User Guide

This User Guide has been prepared to provide guidance to public officials in the correct use of the RFP for Consultancy Services under quotation method as a model for preparing an individual Request for Proposals.

Users should ensure that the correct User Guide is referred to. Different User Guides have been produced for each RFP including those for the procurement of Consultancy Services, Non-Consultancy Services, Supplies and Works. Users should refer to the header and footer of each page of the User Guide to ascertain this.

The User Guide is not legally binding but PDEs must comply at all times with the PPDA Act, Cap 205, the PPDA Regulations and Guidelines.

Guidance notes intended for Consultants or Financial Institutions or Insurance Firms are included in the RFP itself mainly in Section 2 and Section 7: All such notes are found between square brackets in italics e.g. [*insert name of ....*]. These guidance notes should not be deleted from the RFP Document when drafting.

This User Guide contains guidance notes for PDEs in the use of the RFP and how to complete and issue the RFPs. Such notes are shown between square brackets in bold; e.g. [***insert general description of Services***].

To summarize:

**Notes in Italics in the RFPs are for consultants.**

**Notes in Bold in the User Guide are for PDEs.**

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# When to Use this Standard Request for Proposals for Consultancy Services:

## Procurement Method

This RFP for the Procurement of Consultancy Services is suitable for use under quotation method.

## Contract Type

The RFP is suitable for use where a lumpsum contract is envisaged. This is appropriate where the scope of the services is pre-defined and the period of the services is fixed enabling both the PDE and the consultant to determine the total amount payable for the services rendered under the contract.

It is also suitable for use where a time-based contract is envisaged. This is appropriate where the scope of the intended services is pre-defined and the fee rates for the input time can be determined but the period that will be taken to render the Services will be dependent or contingent upon other circumstances and hence cannot be accurately estimated in advance to enable both the PDE and the consultant to determine the total amount payable for the services to be rendered under the contract. For example, time taken in construction supervision will depend on the actual time taken undertaking the construction works.

## Structure of the Standard Request for Proposals

The RFP is divided into seven separate Sections and a Preface. PDEs are required to use all Sections of the RFP to produce an individual Request for Proposals for issue to consultants. The RFP comprises:

Letter of Request for Proposals

<b>Part 1</b>	<b>Instruction to Consultants</b>
<b>Section 1:</b>	Proposal Procedures
<b>Section 2:</b>	Proposal Forms
<b>Part 2</b>	<b>Statement of Requirements</b>
<b>Section 3:</b>	Terms of Reference
<b>Section 4:</b>	List of Services and Price Schedule
<b>Part 3</b>	<b>Contract</b>
<b>Section 5:</b>	General Conditions of Contract
<b>Section 6:</b>	Special Conditions of Contract
<b>Section 7:</b>	Contract Forms

## Customising the Standard Request for Proposals

The PPDA issues RFPs for use by all PDEs. On receipt of these RFPs, each PDE is permitted to customise the RFPs for use by each PDE. The areas that require customisation by the PDE are shown in square brackets e.g. **[Insert name and logo of PDE]**. This customisation should be a one-off function to enter on the master RFP the following details prior to general issue and use within the PDE;

- a. The entry of the PDE's contact details [e.g. name, address, telephone and fax numbers, email address etc.] that will not change;
- b. The addition of any official logo or any other form of identification of the PDE.

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When customising documents, a PDE shall not alter or amend the content or substance of the standard documentation, including the style and format of the documents, without the prior written approval of the Authority.

The customised standard documents shall be approved by the Contracts Committee (CC) for use by the PDE.

The customised standard documents should be available from the PDU.

The customised standard RFP Documents shall be used by the PDEs for drafting documents for individual procurement or disposal requirements.

For clarity and avoidance of doubt-

- Customising** is the process of completing identification details in the standard RFP issued by the Authority to make it suitable for drafting by the PDE; and
- Drafting** is the process of modifying customised standard documentation to make it suitable for a particular procurement or disposal requirement.

## How to draft an individual Request for Proposals Document

It is important that PDEs always use the original customised RFP to commence drafting a new Request for Proposals for each individual procurement requirement (s). Therefore, following customisation, **the original RFP should not be amended** in any way.

## Rules for drafting the Request for Proposals Documents

The RFPs have been designed to require the minimum of input or changes to the document so that a final Request for Proposals can be produced with minimum time and effort.

Most importantly the provisions in

**Section 5** “General Conditions of Contract”

### Must be used with their text unchanged.

Any data or information that Sections 1 or 5 require is to be included respectively in

**Section 1** “Proposal procedures” and  
**Section 6** “Special Conditions of Contract.”

Data and information contained in the remaining Sections should be modified as follows:

- Section 2** “**Proposal Forms**” The Forms in this section are to be completed by the consultant. No changes to the standard forms should be made by the PDE.
- Part 2** “**Statement of Requirement**” This Section should be completed with details of the requirement by the PDE.
- Section 7** “**Contract Forms**” PDEs are required to include the Contract Form in the Request for Proposals. Details do not need to be completed until the contract award stage.

This User Guide contains a section corresponding to each section of the RFP. It also includes an initial section on how to prepare the letter of request for proposals.

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In drafting the RFP using the standard RFPs, Users should not:

- a. Delete any Section or page breaks,
- b. Make any changes to the headers of the RFP,
- c. Make any changes to the footers of the RFP.

## **Cover Page and Preparation of Invitation letters**

The cover page of the document requires inputs or text changes as illustrated below.



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

**[Ensure the Coat of Arms is in the extreme left upper corner of the cover page and the Entity logo is in the extreme right upper corner of the cover page]**

### **Request for Proposals**

**for the**

**Procurement of Consultancy Services**

**Quotation Method**

**Subject of Procurement:** The provision of *[Insert general description of consultancy services required]*.

**Procurement Reference Number:** *[Insert the Procurement Reference number for this Procurement]*

**Date of Issue:** *[Insert official release date of the Request for to Consultants]*

## **Guidance Notes for the Preparation of Letter for Request for Proposals**

### **Request for Proposals**

Request for Proposals must be sent to shortlisted consultants and are designed to provide information that enables potential consultants to participate in the bidding process.

Apart from the essential items listed in the draft below, the Request for Proposals should also indicate any important proposal evaluation criteria and any further information relating to the proposed bidding process, such as the intention to hold a pre proposal meeting should also be included as appropriate.

The letter of invitation is only for purposes of inviting potential bidders/consultants and is not a part of the Request for Proposals Document.

# INVITATION TO CONSULTANTS UNDER QUOTATION BIDDING METHOD

[Procuring and Disposing Entity Logo]

[Name of PDE and Address] or

[Use PDE Letterhead]

[Date]

[Name and address of selected consultant]

## Request for Proposals for [Subject of Procurement]-[Procurement Reference Number]

1. The **[insert name of PDE]** has allocated funds to be used for the acquisition of .....  
..... **[insert description of consultancy services to be procured]**.
2. The Entity invites your proposals for the provision of the consultancy services described above.
3. This procurement process will be conducted in accordance with the with the Proposals method of procurement contained in the Public Procurement and Disposal of Public Assets Act, Cap 205, the PPDA (Procurement of Consultancy Services) Regulations and the procedures described in Part 1.
4. This Request for Proposal has been addressed to the following short-listed consultants/consultancy firms: **[Insert list of short-listed consultants/consultancy firms]**.
5. The consultancy is described in detail in Part 2: Terms of Reference
6. 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.
7. 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]**
8. All proposals must be accompanied by a Proposal Securing Declaration which must be valid until **[Insert day, month and year]**.
9. Please inform us, upon receipt:
  - a. That you received the letter of invitation; and
  - b. Whether you will submit a proposal alone or in joint venture/partnership.
10. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
11. The planned procurement schedule [subject to changes] is as follows:

Activity	Date
a. Issue of invitation to bid letter	<b>[insert Expected date of issue of invitation to bid letter]</b>
b. Pre-proposal meeting/Site visit where applicable	<b>[insert a date within the first 5 working days of the bidding period]</b>
c. Proposal closing date	<b>[Insert expected proposal closing date]</b>

d. Proposal opening date for the technical proposal	<i>[insert a date within 20 working days from the date of the opening of the technical proposals for technical evaluation]</i>
e. Evaluation process	<i>[insert Expected date of opening of the financial proposal]</i>
f. Proposal opening date for the financial proposal	<i>[insert a date within 3 days from opening of financial proposals for financial evaluation in the case of two stage]</i>
g. Evaluation process	<i>[maintain this text or insert a date within 5 working days from Contracts Committee approval of evaluation report]</i>
h. Display and communication of best evaluated bidder/consultant	<i>[maintain this text or insert a date after expiry of at least 10 working days from display of the best evaluated bidder/consultant notice and Attorney General's approval]</i>
i. Contract Signature	<i>[insert Expected date of issue of invitation to bid letter]</i>

4. Any queries should be addressed to **[Insert relevant authority]** at the address given above.
5. Please prepare and submit your proposal in accordance with the Instruction to Consultants in Part 1 or inform the undersigned if you will not be submitting a proposal.

**Signature:**

**Name:**

**Position of Authorised Official:**

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## Guidance Notes on Section 1: Proposal Procedures

The Proposal Procedures inform the consultants of the procedures that regulate the bidding process. The Proposal Procedures clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such details be introduced **as indicated**.

Conventionally the Instructions to Consultants contain information and data relating to the procedure for bidding and evaluation up to the point of contract award. Matters that will govern the performance of the provider, payment under any resulting contract or each member's rights and obligations under any resulting contract are contained in Sections 7, 8 and 9, the General and Special Conditions of Contract and the Agreement. If duplication of a subject is inevitable in the different Sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter.

## Guidance Notes on Section 2: Proposal Forms

The PDE shall include in the Request for Proposals Document all bidding forms that the consultant shall fill out/sign and include in its RFP. As specified in Section 2 of the RFP Document. The forms are:

- a. Proposal Submission Sheet;
- b. Code of Ethical Conduct in Business for Bidders and Providers;
- c. Proposal-Securing Declaration;
- d. Terms of reference.

As the consultant or consulting firm is required to complete these forms, guidance notes are included in the forms in italics between square brackets in the RFP Document and these should therefore not be deleted by the PDE prior to the issue of the RFP Document. The PDE **is not required to input or change any information** in Section 2:

This User Guide is not intended for consultants or consulting firms, as all information that the consultants or consulting firms are required to provide should be detailed by the PDE in the RFP Document.

The Section 2 Forms complete with guidance notes is not therefore included in this User Guide.

### Proposal Submission Sheet

The Proposal Submission Sheet provides a standard form for consultants to complete and forms part of their proposal.

All information required on the Proposal Submission Sheet is to be completed by consultants. The PDE **is not required to input or change any information** in the Proposal Submission Sheet and it is therefore not included in this User Guide.

Instructions to the consultants on completing the form are given at the top of the form in italics and should not be deleted by the PDE.

### Code of Ethical Conduct in Business for Bidders and Providers

The Code of Ethical Conduct in Business for Bidders and Providers provides a standard template for bidders/consultants to fill and sign and include as part of their proposal.

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All information stated in the template is to be reproduced by bidders/consultants. The PDE **is not required to input or change any information** in the Code of Ethical Conduct in Business for Bidders and Providers and it is therefore not included in this User Guide.

Instructions to the consultants on completing the template are given at the top of the form in italics and should not be deleted by the PDE.

### **Proposal-Securing Declaration**

The Proposal-Securing Declaration a standard form for bidders/consultants to fill and sign and include as part of their proposal.

All information stated in the form is to be completed by consultants. The PDE **is not required to input or change any information** in the Proposal–Securing Declaration and it is therefore not included in this User Guide.

Instructions to the consultants on completing the template are given at the top of the form in italics and should not be deleted by the PDE.

### **Beneficial ownership declaration form**

This beneficial ownership declaration is a standard form for all bidders/consultants to fill and sign and include as part of their proposal.

Instructions to the consultants on completing the template are given at the top of the form in italics and should not be deleted by the PDE

### **Guidance Notes on Part 2: Statement of Requirements (SORs)**

The Statement of Requirements (SOR) gives consultants details of the services the PDE wishes to procure. **The Statement of Requirements will form part of the contract.**

The Statement of Requirements should be prepared by the PDU, with assistance from the User Department, prior to the issue of the RFP Document. Where required, assistance should be sought from an official with relevant technical knowledge in preparing the SOR.

### **Contents of the Statement of Requirements**

The Statement of Requirements normally consists of two parts:

- a. The Terms of Reference;
- b. Sustainable Procurement/ESHS requirements;
- c. The List of Services and Price Schedule.

## **Guidance Notes on Section 3: Terms of Reference (TOR)**

The PDE should insert the procurement reference number at the top of the page, ensuring that it is the same as on the SRFPs letter. The Procurement Reference Number should be left blank, as it is for completion when attaching the SOR to Contract Agreement.

The TOR should be prepared by the User Department (UD), with guidance from the PDU as required. It is important that the recipient or manager of the services is involved in drafting or checking the TOR, as the TOR must reflect the requirements of the intended contract.

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The TOR should provide sufficient information to enable consultants to prepare proposals that are realistic and competitive and which meet the PDE's needs. The TOR should be complete, precise, and clear. Incomplete, imprecise, or unclear TOR may prompt bidders/consultants to request clarifications from the PDE or to submit conditional proposals or proposals that may be based on different understandings of the PDE's requirements. Depending on the nature of the clarifications, the PDE may need to amend the RFP and eventually to extend the submission deadline. Conditional proposals may have to be rejected. Proposals that are not comparable could not be evaluated.

The content of Terms of Reference (TOR) is determined by the individual assignment, but typically should include the following details:

- The purpose of the assignment and what it is expected to achieve;
- A description of the scope of the services required;
- The location or locations for performance of the services;
- The role, qualifications and experience of any key staff required, such as supervisors;
- The duration of the contract or expected completion date;
- The hours of work or hours when the Provider will have access to the site, where applicable;
- An estimate of the amount or value of work involved, where the scope of the services cannot be precisely defined e.g. vehicle repair services for a one-year period;
- Any facilities, services or resources to be provided by the PDE;
- Arrangements for reporting to the PDE, including lines of communication and the contact point for management and administration of the assignment;
- Any other details or requirements relevant to the assignment.

### **Guidance Notes on Sustainable procurement; Environmental, Social, Health and Safety Requirements:**

**[The PDE shall list the specific sustainable procurement and or Environmental, Social, Health and Safety (ESHS) requirements to guide the Provider when submitting their proposal using the following guide]:**

The sustainable procurement technical requirements if any shall be clearly specified in the Request for Proposals Document. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail i.e.;

*To determine a bidder's/consultant's competence, PDEs may ask for information on:*

- *Use of energy saving equipment when offering the services;*
- *Tele/Video conferencing rather than face to face meetings;*
- *Requirement for ISO 14001 certification;*
- *Use of water saving equipment when offering cleaning services;*
- *Existence of Sustainable procurement policy;*
- *Initiatives that support marginalised groups in the community.*
- *Any other*

The ESHS procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis i.e.

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To determine a bidder's/consultant's competence, PDEs may ask for information on:

- The experience in the type of work to be done;
- Their health and safety policies and practices;
- Their recent health & safety performance (number of accidents etc.);
- The qualifications and skills they have;
- Their selection procedure for sub-contractors;
- The health and safety training and supervision they provide;
- Their arrangements for consulting their workforce;
- If they have any independent assessment of their competence (ISO Certifications);
- If they are members of a relevant trade or professional body.

## **Environmental, Social, Health and Safety Requirements**

The PDE should use the services of a suitably qualified ESHS specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.

The PDE should attach or refer to the PDE's ESHS policies that will apply to the project. If these are not available, the PDE should use the following guidance in drafting an appropriate policy for the service where applicable.

### **Suggested Content for an Environmental and Social Policy (Statement)**

The policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the services. The PDE is advised to consult the relevant stakeholders to agree on the issues to be included. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child"/"children" means any person (s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the General Conditions of the Contract.

As a minimum, the policy is set out to achieve the following commitments:

- a. Apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
- b. Provide and maintain a healthy and safe work environment and safe systems of work;
- c. Protect the health and safety of local communities and users, with particular concern for vulnerable;
- d. Ensure that terms of employment and working conditions of all workers engaged in the services meet the requirements of the ILO labour conventions to which the host country is a signatory;
- e. Be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;
- f. Incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from;
- g. Work co-operatively, with end users of the services;

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- h. Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
  - i. Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistle-blowers; and
  - j. Minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the services.

The policy should be signed by the Accounting Officer of the PDE.

### **Minimum Content of ESHS Requirements**

In preparing detailed specifications for ESHS requirements, the PDE should refer to and consider the following:

- a. Project reports e.g., Environmental and Social Impact Assessment (ESIA)/Environmental and Social Management Plan (ESMP);
- b. Required ESHS standards or internationally accepted standards e.g. WB EHS Guidelines;
- c. Relevant international conventions or treaties, national legal and/or regulatory requirements and standards;
- d. Relevant international standards e.g., WHO Guidelines for Safe Use of Pesticides;
- e. Relevant sector standards e.g., EU Council Directive 91/271/EEC concerning urban waste water treatment;
- f. Grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g., of those reporting allegations of GBV/SEA; and
- g. GBV/SEA prevention and management.

The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.

### **Minimum Requirements for the Bidder's Code of Conduct**

A minimum requirement for the Code of Conduct should be set out by the PDE, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:

- a. Project reports e.g., ESIA/ESMP;
- b. Any particular GBV/SEA requirements;
- c. Consent/permit conditions (**regulatory authority conditions attached to any permits or approvals for the project**);
- d. Required standards including World Bank Group EHS Guidelines;
- e. Relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards where applicable;
- f. Relevant standards e.g., workers' accommodation: Process and Standards (International Finance Corporation (IFC) and European Bank for Reconstruction and Development (EBRD)) if applicable;
- g. Relevant sector standards e.g., workers' accommodation if applicable; and
- h. Grievance redress mechanisms.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behaviour and crime, and maintaining a safe environment etc.

**[Amend the following instructions to the consultant taking into account the above considerations.]**

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A satisfactory Code of Conduct will contain obligations on all provider’s personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements.

The Code of Conduct shall contain a statement that the term “child”/“children” means any person (s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations;
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the PDE’s personnel, and the provider’s personnel (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment) ;
3. The use of illegal substances;
4. Non-discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the PDE’s personnel, and the provider’s personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status);
5. Interactions with the local community (ies), members of the local community (ies), and any affected person (s) (for example to convey an attitude of respect, including to their culture and traditions);
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate);
7. Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty;
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power);
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas);
10. Sanitation requirements;
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection);
12. Respecting reasonable work instructions (including regarding environmental and social norms);
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste);
14. Duty to report violations of the Code of Conduct; and
15. Non retaliation against workers who report violations of the Code of Conduct, if that report is made in good faith.

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The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- a. Received a copy of the code;
- b. Had the code explained to them;
- c. Acknowledged that adherence to this Code of Conduct is a condition of employment; and
- d. Understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

### **Payment for ESHS Requirements**

The PDE's ESHS and procurement specialists should consider how the provider will cost the delivery of the ESHS requirements.

## **Guidance Notes on Section 4: List of Services and Price Schedule**

The purpose of the List of Services and Price Schedule is to:

- a. Briefly describe and specify the quantities of each of the services that the PDE requires; and
- b. Provide a standard form, on which consultants should complete their rates, facilitating both the preparation of RFPs by consultants and the evaluation of prices by the PDE.

As a part of the Statement of Requirements (SORs), the List of Services and Price Schedule completed by the successful consultants **will form part of any resulting Contract.**

The PDU should insert the procurement reference number at the top of the List of Services and Price Schedule, ensuring that it is the same as on the SRFP letter. The Contract Agreement Reference Number should be left blank, as it is for completion when attaching the proposal of the successful consultants to the Contract Agreement. **Complete the first four columns** as follows:

- Column 1: Item No – **[number all items sequentially i.e. 1, 2, 3 etc.]**;
- Column 2: Description of Services – **[give a brief description of each item]**.
- Column 3: Quantity – **[state the quantity required of each item]**.
- Column 4: Unit of Measure – **[state the unit of measure e.g. days or months]**.

<b>Item No</b>	<b>Description of Services</b>	<b>Input Quantity</b>	<b>Unit of Measure</b>	<b>Unit Rate</b>	<b>Total Price</b>
<b>1</b>	<b>Provision of Research services to the Ministry</b>	<b>12</b>	<b>Months</b>		
<b>2</b>	<b>Developing a Strategy Document</b>	<b>12</b>	<b>Months</b>		

**[The Unit Rate and Total Price columns, including the subtotal and total etc, should be left blank, to be completed by the bidder/consultant. Similarly, the signature block at the bottom of the List of Services and Price Schedule should be left blank for the bidder's/consultant's authorisation].**

## Guidance Notes on Section 5: General Conditions of Contract for provision of consultancy services.

The General Conditions of Contract (GCC) contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such provisions be introduced **through the SCC**.

**The GCC are Contract documents and, therefore, are a part of the Contract.**

### **Input of Information to be completed by the PDE**

The Special Conditions of Contract (SCC) supplement the GCC by modifying conditions applicable to an individual contract, such as payment terms or the period for performance of the services. The SCC prevail over the GCC. The PDE should include at the time of issuing the RFP Document all information that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide helps the PDE with inputting all information required and includes a SCC format that summarises all information to be provided.

**The SCC will form part of any resulting Contract.**

## Section 6: Special Conditions of Contract

Procurement Reference Number: .....

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC clause reference	Special Conditions of Contract
	<b>The Procurement Reference Number is:</b> .....
<b>GCC 1.2 (f)</b>	<b>Eligible countries:</b> The eligible countries are those listed in Section 5 of the Request for Proposals Document.  [The eligible countries are those from which consultants may originate. Section 5 gives the eligible countries which will apply to most procurements. This should be amended if a reservation scheme applies or if the eligible countries are restricted by conditions of funding from a donor organisation. Where a reservation scheme applies, the appropriate wording for the SCC can be found in the relevant guideline.]
<b>GCC 1.2 (l)</b>	<b>Member in Charge:</b> The Member in Charge is: .....
<b>GCC 4.1 (f)</b>	<b>Contract Documents:</b> Other documents forming part of the contract are: .....

GCC clause reference	Special Conditions of Contract
GCC 4.5	<p><b>Authorised Representatives:</b> The Authorised Representatives are: for the PDE: ..... for the consultant: .....</p> <p><b>[Insert the relevant contact’s name for the PDE, which should normally be the person who will manage the contract. The consultant’s authorised representative should be the person named in the purchase order, to avoid having to make any changes at contract award stage. This clause can be amended as necessary.]</b></p>
GCC 5	<p><b>Governing Law:</b> The contract shall be governed by the Laws of Uganda. [This clause should not normally require any amendment.]</p>
GCC 7.1	<p>Notices: The addresses for Notices are: for the <b>PDE</b>: ..... Street Address: ..... Building/Floor/Office number: ..... Town/City: ..... P. O. Box: ..... Country: ..... Telephone: ..... Email: .....</p> <p>For the consultant Street Address: ..... Building/Floor/Office number: ..... Town/City: ..... P. O. Box: ..... Country: ..... Telephone: ..... Email: .....</p> <p><b>[This wording is included as standard to avoid the need to insert any alternative addresses. It can be amended, if necessary, such as if the contact address for the PDE is different to that included in the purchase order or if an office number needs to be specified.]</b></p>
GCC 8	<p><b>Commencement:</b> The period within which the Services shall have commenced is: .....</p> <p><b>[insert period within which services must commence. This should be realistic, taking into account the location of consultants, the number of people requiring mobilisation etc.]</b></p>
GCC 17.2	<p><b>Dispute settlement:</b> Dispute settlement shall be ..... <b>[Insert the formal dispute settlement Mechanism preferred]</b></p>

GCC clause reference	Special Conditions of Contract
GCC 18	<p><b>Completion of the Services:</b> The period within which the services shall have been completed following commencement of the services is: .....</p> <p>[insert length of time permitted to complete the services. This should be realistic, taking into account the Terms of Reference specified and the PDE’s estimate of the time required. Additional time should be allowed for completion of any final report, following a study, visit etc.]</p>
GCC 19.5 (c)	<p><b>Further Assistance:</b> The PDE shall provide the following further assistance: ...</p> <p>.....</p>
GCC 20.1	<p><b>Counterpart Staff:</b> Counterpart staff [shall/shall not]..... be provided</p>
GCC 21.2	<p><b>Currency of Payment:</b> Payments shall be made in Uganda Shillings [This clause should not be amended unless the requisite authorisation has been secured in accordance with the law. Where authorisation has been granted, the exchange rate for purposes of payment shall be the prevailing Bank of Uganda selling exchange rate at the date of proposal submission deadline.]</p>
GCC 22.1	<p><b>Contract type:</b> The contract type is ..... (lump sum or time based) contract [insert the applicable contract type]</p>
GCC 24	<p><b>Documentation for Payment:</b> The following documentation shall be required to support invoices requesting payments: .....</p> <p>[List all documentation required for payment e.g.</p> <ol style="list-style-type: none"> <li>a. timesheets for key personnel signed by the PDE;</li> <li>b. Reports or other deliverables;</li> <li>c. Evidence of reimbursables (<i>original air ticket stubs, receipts etc.</i>)</li> </ol>
GCC 25	<p><b>Payment Schedule:</b> The payment schedule shall be: .....</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>a. All payments should be linked to a specified event or deliverable, such as a submission of a report or study etc; and</li> <li>b. The payment schedule should take into account the length of the assignment and whether the consultant is likely to have high mobilisation costs e.g. where foreign consultants are involved, mobilisation costs may be high, as flights, subsistence etc will have to be paid and an advance payment, or payment on inception report should be considered, but where an assignment is only a few weeks and all consultants are local, full payment on completion may be acceptable.</li> </ol> <p>The following wording is an example only and assumes an assignment or approximately two months and no significant mobilisation costs:</p> <ol style="list-style-type: none"> <li>i. Fifty (50) percent of the lump-sum amount shall be paid upon submission of an invoice and the interim progress report.</li> <li>ii. Fifty (50) percent of the lump-sum amount shall be paid upon submission of an invoice and approval of the final report.</li> </ol> <p>Further guidance on drafting the payment schedule clause is available in the User Guide of the SBD for consultancy services for lump sum contracts.]</p>

GCC clause reference	Special Conditions of Contract
GCC 26.1	<p><b>Advance Payment Guarantee:</b> An Advance Payment Guarantee [shall/shall not be]..... required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: .....</p> <p><b>[Advance payments should not normally be required under proposals procurements, but can be made, where required, against advance payment security]</b></p>
GCC 27	<p><b>Payment Period:</b> Payment shall be made by the PDE within ..... days of receipt and certification of the invoice accompanied by supporting documents.</p> <p><b>[The PDE may wish to consider a longer payment period for the final payment, to allow time for checking the final report and final statement.]</b></p>
GCC 28.1	<p>Final Payment shall be made by the PDE within ..... days of receipt and certification of the invoice accompanied by supporting documents.</p>
GCC 31.5	<p><b>Additional provisions:</b> The additional provisions for personnel time are: .....</p>
GCC 32	<p><b>Price variation:</b> The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.</p>
GCC 33.1	<p><b>Taxes and duties:</b> The consultant ..... bear and pay all taxes, duties, and levies imposed on the consultant, by all municipal, state or national government authorities:</p>
GCC 34.5 (c)	<p><b>The PDE’s prior approval:</b> The PDE’s prior approval is also required for: .....</p>
GCC 36.1	<p><b>Joint Venture (JV) requirements:</b> The individuals or firms in a JV or partnership shall be jointly and severally liable.</p>
GCC 38.3 (b)	<p><b>Additional activities prohibited:</b> The following activities are prohibited:</p>
GCC 39.3	<p><b>Total Liability:</b> The total liability under the Contract shall be the total contract value.</p>
GCC 40.1	<p>Insurance taken out by consultant: The risks and coverage shall be:</p> <ul style="list-style-type: none"> <li>i. Third party motor vehicle</li> <li>ii. Third party liability</li> <li>iii. Employer’s liability and workers’ compensation</li> <li>iv. Professional liability</li> <li>v. Loss or damage to equipment and property</li> <li>vi. Other</li> </ul> <p><b>[Insert risks to be covered for each category or state if not required. Seek professional advice if required.]</b></p>
GCC 44.1	<p><b>Restrictions on the use of Deliverables:</b> The future use of deliverables are restricted as follows:</p>

GCC clause reference	Special Conditions of Contract
GCC 45	<p>A Performance Security _____ (Shall/ Shall not) be required.</p> <p>A Performance Security shall be for _____ (Insert percentage) of the Contract Price.</p> <p>An ES Performance Security _____ (Shall/ Shall not) be required.</p> <p>The ES Performance Security shall be for _____ (Insert percentage) of the Contract Price:</p>
GCC 48.2	<p><b>Personnel entitlements:</b> The key personnel shall be entitled to payment for:            .....</p>
GCC 51	<p>The minimum sustainable procurement technical requirements to be complied with are: ..... [insert e.g.: Environmental, Social (including Sexual Exploitation and Abuse (SEA) and Gender Based Violence (GBV)), Health and Safety]</p>

## Guidance Notes on Section 7: Contract Forms

Section 7 of the RFP Document contains forms for the Agreement and the Performance Security in the form of a performance securing declaration. The purpose of including these forms in the RFP Document is to notify the bidders/consultants of the type and detail of the Contract they would receive in the event of an award. **No input is required by the PDE when drafting the RFP Document** and there is no requirement for bidders/consultants to submit these forms with their proposals.

### Agreement

**The completed Agreement will form part of any resulting Contract.** However, the details to be completed on the Agreement are specific to the successful bidder/consultant and therefore should be left blank for inclusion in the RFP Document.

After display of the best evaluated bidder/consultant notice, the PDE should prepare the Agreement using the Agreement Form and send it to the successful bidder/consultant. In the event that negotiations are held or there have been clarifications of the successful proposal, it is good practice to conform the contract document in accordance with any agreements reached during negotiations and any modifications during evaluation. The Agreement prepared should therefore incorporate any corrections or modifications to the proposal resulting from acceptable deviations, or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as different working hours. The contracting parties will then sign the conformed document.

This Guide includes an agreement format that summarises all the information to be provided when preparing the agreement at contract award stage.

The successful bidder/consultant should sign the Agreement and return a copy to the PDE.

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## **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 in the currency of the contract].*

### **Performance Securing Declaration**

After the award of contract, a Performance Securing form should be completed by the Provider and returned to the PDE with the signed Agreement. Therefore, the PDE is not required to input any information to the performance securing Declaration Form.

As the bidder/consultant would be required to complete the Form in the event of a contract award, the guidance notes in italics between square brackets provide assistance to the bidder/consultant and should therefore not be deleted by the PDE prior to the issue of the RFP Document.

This User Guide is not intended for bidders/consultants as all information that the bidder/consultant is required to provide should be detailed by the PDE in the RFP Document. Therefore, the Performance Securing Declaration Form is not included in this User Guide.

### **Contract Agreement**

The Contract Agreement will be completed for signature by the successful consultant after contract award and therefore should be left blank in the Request for Proposals.

After display of the best evaluated bidder/consultant notice, the PDE should prepare the agreement using the agreement Form and send it to the successful consultant. In the event that negotiations are held or there have been clarifications of the successful proposal, it is good practice to conform the contract document in accordance with any agreements reached during negotiations and any modifications during evaluation. The agreement prepared should therefore incorporate any corrections or modifications to the proposal resulting from corrections of errors or omissions, acceptable deviations, or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as different working hours. The contracting parties will then sign the conformed document.

This Guide includes an agreement format that summarises all the information to be provided when preparing the agreement after contract award stage.

The successful consultant should sign the agreement and return a copy to the PDE.

### **Performance Security or Insurance Performance Bond**

If after award of a contract, a Performance Security is required, the form should be completed by the financial institution and returned to the PDE, by the provider with the signed agreement. Therefore, the PDE is not required to input any information to the performance security form.

As the consultant would be required to complete the Form in the event of a contract award, the guidance notes in italics between square brackets provide assistance to the consultant or financial institution and should therefore not be deleted by the PDE prior to the issue of the Request for Proposals.

This User Guide is not intended for consultants as all information that the consultant is required to provide should be detailed by the PDE in the Request for Proposals. Therefore, the Performance Security form is not included in this User Guide.

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## **Conditional Advance Payment Bond**

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

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# AGREEMENT

## For Lump Sum/Time Based Contracts

**Procurement Reference No:** .....

THIS AGREEMENT made this ..... day of ....., ..... ,between .....  
..... of ..... (hereinafter called “PDE”), .....  
..... , and ..... of .....  
..... (hereinafter called “the consultant”).

**1. 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:

- 3. The documents forming the contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
- 4. 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 WHERE OF**, 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: .....



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*[No Information required to be input when preparing the Request for Proposals. The required information shall be completed by the PDE after contract award stage].*

**[Name of Procuring and Disposing Entity]**  
**[Address of Procuring and Disposing Entity]**  
**Serial No: {pre-printed}**

**Purchase Order Agreement for Consultancy Services**

**To: [insert name, address and contact name of provider on the lines provided]**

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The Procuring and Disposing Entity indicated above accepts your proposal referenced below.

This agreement is a lump sum agreement and is subject to the Government of Uganda General Conditions of Contract for procurement of consultancy services (available on request). The attached Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the SCC shall prevail over those in the GCC. All attached documents listed below shall form part of the Purchase Order.

You are requested to perform the services listed on the attached Statement of Requirements in accordance with the terms and conditions contained in this Purchase Order.

<b>Date and Reference Number of Proposal:</b>	<i>[insert the date and any reference number of the consultant's proposal. These details are important as the consultant may have submitted proposals for other requirements and accepting the correct one is essential.]</i>
<b>Correspondence amending Proposal:</b>	<i>[insert the date of any clarification letters from the consultant. It is important that these are all specifically referred to, as they modify the proposal which is being accepted.]</i>
<b>Procurement Reference Number:</b>	<i>[insert the procurement reference number, which should be the same as that for the RFP Document, but with the addition of the contract number.]</i>
<b>Subject of Procurement:</b>	<i>[insert the subject of the procurement, which should be a brief description e.g. "procurement audit" or "policy study".]</i>
<b>Date of the Purchase Order:</b>	<i>[insert the date of the purchase order]</i>
<b>Contract Price:</b>	<i>[insert the total contract price, which must be exactly the same as the total given on the breakdown of lump sum price attached to the purchase order.]</i>

<b>Attached Documents:</b>	<i>[list any attached documents which from part of the PO Agreement e.g. the Statement of Requirements, the breakdown of lump sum price and the Special Conditions of Contract.]</i>
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Please confirm your receipt of this Purchase Order and that you are proceeding with performance of the services, in accordance with the terms and conditions of the Purchase Order.

Authorised by:

Signature:	<i>[the PO Agreement should be signed by the authorised signatory for the PDE]</i>
Name:	<i>[insert the name of the authorised signatory]</i>
Position:	<i>[insert the position of the authorised signatory]</i>

PDEs must use the Best Evaluated Bidder/Consultant Notice issued by the Authority as a basis for preparing an individual Best Evaluated Consultant Notice. The following notes provide additional guidance on preparing particular sections of the **Best Evaluated Bidder/Consultant Notice**.

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## Best Evaluated Bidder/Consultant Notice

*To be copied to all consultants who submitted proposals, including the best evaluated consultant.*

Procurement Reference Number:	<i>[insert Procurement Reference number]</i>
Subject of Procurement:	<i>[insert Subject of Procurement]</i>
Method of Procurement:	<i>[insert Procurement Method]</i>
Name of Best Evaluated Consultant:	<i>[insert Name of Best Evaluated Consultant]</i>
Total Contract Price:	<i>[insert currency and amount of contract price]</i>
Date for Display:	<i>[insert date: day, month and year]</i>
Date for Removal:	<i>[insert date: day, month and year]</i>

Unsuccessful Consultants

**[Insert in a table form the unsuccessful consultants detailing the stage at which proposal failed giving reasons for elimination]**

Display of this Notice does not constitute an acceptance of the proposal described above or the formation of a contract.

The PDE shall not sign a contract during a period of ten days from the date of the notice. Formation of contract shall be in accordance with the PPDA (Contracts) Regulations, 2023.

Authorised for display on Procurement and Disposal Notice Board:

Signature:	<b>[Insert signature of authorised Representative]</b>	Name:	<i>[Insert name of authorised Representative]</i>
Position:	<b>[Insert position of authorised Representative]</b>	Date:	<i>[insert date: day, month and year]</i>