The Republic of Uganda

Deposit Protection Fund

# STANDARD BIDDING DOCUMENT FOR THE PROCUREMENT OF NON-CONSULTANCY SERVICES UNDER OPEN BIDDING

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| **Subject of Procurement:** | **Provision of Staff Medical Insurance** |
| **Procurement Reference:** | **DPF/NCONS/2026-27/00010** |
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# List of Acronyms

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|---|---|
| **BDS** | Bid Data Sheet |
| **BEB** | Best Evaluated Bidder |
| **BS** | Bid Security |
| **BSD** | Bid Securing Declaration |
| **ESHS** | Environmental, Social, Health and Safety |
| **GCC** | General Conditions of the Contract |
| **ITB** | Instruction to Bidders. |
| **JV** | Joint Venture |
| **NOBEB** | Notice of Best Evaluated Bidder |
| **PDE** | Procuring and Disposing Entity |
| **PPDA** | Public Procurement and Disposal of Public Assets Authority |
| **SBD** | Standard Bidding Document |
| **SCC** | Special Conditions of the Contract |
| **SOR** | Statement of Requirements. |
| **TCS** | Technical Compliance Selection |
| **TOR** | Terms of Reference |

# Standard Bidding Document

# Table of Contents

PART 1. Bidding Procedures ..... 4
Section 1: Instructions to Bidders ..... 4
Section 2: Bid Data Sheet ..... 27
Section 3: Evaluation Methodology and Criteria ..... 30
Section 4: Bidding Forms ..... 36
Section 5: Eligible Countries ..... 50
PART 2: Statement of Requirements ..... 51
Section 6: Terms of Reference ..... 51
Section 7: General Conditions of Contract for the Procurement of Non-Consultancy Services ..... 61
PART 3: Contact ..... 77
Section 8: Special Conditions of Contract ..... 77
Section 9: Contract Forms ..... 80

# PART 1. Bidding Procedures

# Section 1: Instructions to Bidders

# Table of Clauses


**A. General** ..... **3**

1. Scope of Bid ..... 3

2. Source of Funds ..... 3

3. Corrupt and Fraudulent Practices ..... 3

4. Eligible Bidders ..... 4

5. Qualification of the bidder ..... 5

6. Joint Ventures ..... 5

7. One Bid per bidder ..... 6

8. Cost of Bidding ..... 6

9. Documents Comprising the Bid ..... 6

10 Site Visit and Pre-Bid Meeting ..... 6

1. Language of Bid and Communications ..... 7

2. Content of the Bid ..... 7

3. Clarification of Bidding Document ..... 7

4. Amendment of Bidding Document ..... 8

5. Bid Submission Sheet and Price Schedules ..... 8

6. Alternative Bids ..... 9

7. Bid Prices and Discounts ..... 9

8. Currencies of Bid and Payment ..... 9

9. Documents Establishing the Eligibility of the bidders ..... 10

10. Documents Establishing the Qualifications of the bidders ..... 10

11. Bid Validity ..... 10

12. Bid Security or Bid Securing Declaration ..... 10

13. Format and Signing of Bid ..... 11

14. Preference Schemes ..... 12

15. Reservation Schemes ..... 12

**B. Submission and Opening of Bids** ..... **12**
16. Sealing and Marking of Bids ..... 12
17. Deadline for Submission of Bids ..... 12
18. Late Bids ..... 12
19. Withdrawal and Replacement of Bids ..... 13
20. Bid Opening ..... 13

**C. Evaluation of Bids** ..... **14**
21. Confidentiality ..... 14
22. Evaluation of Bids ..... 14
23. Clarification and changes of Bids ..... 14
24. Compliance and Responsiveness of Bids ..... 15
25. Nonconformities and Omissions ..... 15
26. Preliminary Examination of Bids – Eligibility and Administrative Compliance ..... 16
27. Detailed Evaluation ..... 16
28. Currency and Exchange Rate ..... 17
29. Financial Comparison ..... 17
40 Abnormally Low Bids ..... 17
41. Unbalanced and/or Front-Loaded Bids ..... 17
42 Margin of Preference ..... 18
43. Post-qualification Evaluation ..... 19
44. Determination of Best Evaluated Bid ..... 19

**D Award of Contract** ..... **19**
45. Award Procedure and Notice of Best Evaluated Bidder ..... 19
46. The PDE's Right to Reject Bids or Cancel the Bidding Process ..... 19
47. Signing of the Contract ..... 19
48. Effectiveness of Contract ..... 20
49. Debriefing of bidders ..... 20
50 Performance Security or Performance Securing Declaration and ES Performance Security 20
51 Administrative Review ..... 20

# Section 1: Instructions to Bidders

## A. General

### 1. Scope of Bid

1.1 The PDE (Procuring and Disposing Entity), indicated in the Bid Data Sheet (BDS), invites bids for the provision of the Non-Consultancy Services as described in the BDS. The Instruction to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and number of lots in this bidding document are provided in the BDS.

1.2 Throughout this bidding document:

a. "Competent authority" means a government office which has the mandate to perform a specified function.
b. "In writing" means communicated in written form with proof of receipt.
c. If the context so requires, singular means plural and vice versa; and
d. "Day" means working day.

1.3 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act, Cap 205 and Public Procurement and Disposal of Public Assets Regulations.

1.4 Where an electronic or digital version of the bidding document is issued by the PDE through the eGP System, the electronic of digital version of the bidding 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 bidding document issued through email and other forms with the exception of eGP shall be authenticated by the PDE.

### 2. Source of Funds

2.1 The PDE indicated in the BDS has an approved budget towards the cost of the procurement named in the BDS. The PDE intends to use these funds to place a contract for which this bidding 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 the legal framework to require that PDEs, as well as Bidders and Providers, to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of the above:

a. The PPDA Act 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 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 bidders prior to or after bid submission
designed to establish bid prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition;

c. The PDE will reject a recommendation for award if the bidder recommended for award has engaged in corrupt or fraudulent practices; and

d. PPDA shall suspend a provider 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 the provider has engaged in corrupt or fraudulent practices.

3.2 In pursuit of the policy defined in ITB Sub-Clause 3.1, the PDE may terminate a contract for non-consultancy services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PDE or of a bidder or provider during the procurement or the execution of that contract.

3.3 In further pursuit of the policy defined in ITB Sub-clause 3.1, the PPDA requires representatives of both the PDE and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the bidder and submitted together with the other bidding forms.

3.4 Any communication between a bidder and the PDE related to matters of alleged fraud or corruption must be made in writing and PDE copied to PPDA.

## 4. Eligible Bidders

4.1 A bidder, and all parties constituting the bidder, shall meet the following criteria to be eligible to participate in public procurement:

a. The bidder has the legal capacity to enter into a contract;

b. The bidder is not:
   i. Insolvent;
   ii. In receivership;
   iii. Bankrupt; or
   iv. Being wound up

c. The bidder's business activities have not been suspended;

d. The bidder is not the subject of legal proceedings for any of the circumstances in (b);

e. The bidder has fulfilled his or her obligations to pay taxes and social security contributions; and

f. The bidder is not a member of the Contracts Committee or an employee of the PDE.

4.2 A bidder may be a physical or artificial person, such as an entity that is a private entity, government- owned enterprise or institution. A combination of persons can bid if they have an agreement to form a Joint Venture (JV) that is not legally constituted Such a bid shall include a Power of Attorney from each party authorizing a representative to conduct all business for and on behalf of the party during the bidding process, contract execution and contract execution. Each party to the JV shall be a signatory to the contract with the PDE and shall be jointly severally liable.

4.3 A bidder, and all parties constituting the bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, incorporated,

or registered 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 bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if the bidder:

a. Has controlling shareholders in common; or
b. Receives or has received any direct or indirect subsidy from any of the them; or
c. Have the same legal representative for purposes of this bid; or
d. Has 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 bid of another bidder, or influence the decisions of the PDE regarding this bidding process; or
e. Submits more than one bid in this bidding process except for alternative bids permitted under ITB 16. However, this does not limit the participation of subcontractors in more than one bid, or as bidders and subcontractors simultaneously.

4.5 A bidder that is suspended by the PPDA or an international agency of which Uganda is a member at the date of the deadline for bid submission or thereafter before contract signature shall be disqualified.

4.6 Bidders 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 ITB 4, a bidder shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

4.8 A bidder 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.

4.9 All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

## 5. Qualification of the Bidder

5.1 To establish its qualifications to perform the contract, the bidder shall complete and submit the Qualification Form provided and the information and documents stated in Section 3, Evaluation Methodology and Criteria. All bidders shall provide in Section 4, Bidding Forms, a preliminary description of the proposed services and schedule as necessary.

5.2 The qualifications of the best evaluated bidder will be assessed as part of a post-qualification in accordance with ITB Clause 43.

## 6. Joint Ventures

6.1 Bids submitted by a JV shall include a copy of the JV agreement signed by all parties to the JV Agreement or the intent to enter into such an agreement supported by a letter of intent signed by all parties. Where the bidder presents an intent to enter into a JV Agreement is awarded as the best evaluated bidder, it shall submit a registered JV Agreement prior to contract signature.

6.2 In addition to the requirements under ITB 9, bids submitted by a JV of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

a. The bid shall include all the information listed in Section 3, Evaluation Methodology and Criteria for each partner.
b. The bid shall be signed so as to be legally binding on all partners;
c. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms;
d. One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and
e. The implementation of the entire contract shall be by the JV

## 7. One Bid per Bidder

Each bidder shall submit only one bid, either individually or as a partner in a

JV. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the bids with the bidder's participation to be rejected.

## 8. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and the PDE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 9. Documents Comprising the Bid

a. The Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clause 15;
b. A Beneficial Ownership Form;
c. A Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 22;
d. Written confirmation authorising the signatory of the bid to commit the bidder, in accordance with ITB Clause 23
e. Documentary evidence in accordance with ITB Clause 19 establishing the bidder's eligibility to bid;
f. Documentary evidence in accordance with ITB Clause 20 establishing the bidder's qualifications to perform the contract if its bid is accepted;
g. The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause
3.3; and
h. Any other document(s) required in the BDS.

## 10. Site Visit and Pre-Bid Meeting

10.1 The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the site where the services are to be provided and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidder's own expense.

10.2 The bidder and any of its authorized personnel or agents shall be granted permission by the PDE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the PDE and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

10.3 If so indicated in the BDS, the PDE will hold a pre-bid meeting or site visit at the time, date and location specified in the BDS to clarify issues and to answer questions on any matter that may be raised at that stage.

10.4 Bidders may submit any questions in writing to the Entity prior to the date of the meeting and may also orally raise questions at the meeting.

10.5 Minutes of the pre-bid meeting, if any was held, including the text of the questions asked by bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have acquired the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the PDE exclusively through the issue of an Addendum pursuant to ITB 13 and not through the minutes of the pre-bid meeting. Unless otherwise indicated in the BDS, non-attendance at the Pre-bid meeting/site visit shall not cause disqualification of a bidder.

## 11. Language of Bid and Communications

11.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.

11.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation from a competent authority of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall govern.

## 12. Content of the Bid

12.1 Unless obtained directly from the PDE, the PDE is not responsible for the completeness of the bidding documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the bidding documents.

12.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all information and documentation required by the bidding documents.

## 13. Clarification of Bidding Document

A bidder requiring any clarification of the bidding document shall contact the PDE in writing at the PDE's address indicated in the BDS. 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 BDS. The PDE shall forward copies of its response to all bidders who have acquired the bidding document directly from it, including a description of the inquiry but without identifying its source. Should the PDE deem it necessary to amend the bidding document as a result of a clarification, it shall do so by issuing an addendum.

## 14. Amendment of Bidding Document

14.1 At any time prior to the deadline for submission of bids, the PDE may amend the bidding document by issuing an addendum.

14.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document directly from the PDE.

14.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the PDE shall extend the deadline for submission of bids by a reasonable period in the event that less than one third of the bidding period remains after the issuance of the addendum.

## 15. Bid Submission Sheet and Price Schedules

15.1 The bidder shall submit the Bid Submission Sheet using the form provided in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested:

a. The reference of the bidding document and the number of each addendum received;
b. A brief description of the Services and Related Supplies offered;
c. The total bid price;
d. Any discounts offered and the methodology for their application;
e. The period of validity of the bid;
f. A commitment to submit any Performance Security required and the amount;
g. a declaration of nationality of the bidder;
h. A commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
i. A declaration that the bidder, including all parties comprising the bidder, is not participating, as a bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 16;
j. Confirmation that the bidder has not been suspended by the Authority;
k. ESHS Code of Conduct for bidder's Personnel;
l. Environment and Social Management Plan (ESMP); and
m. An authorised signature

15.2 The bidder shall submit the Price Schedule for Services and Related Supplies, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

a. The item number;
b. A brief description of the Services or Related Supplies to be offered;
c. Their country of origin and percentage of Ugandan or East African Community content;

d. Customs duties and all taxes paid or payable in Uganda; and
e. An authorised signature.

## 16. Alternative Bids

16.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.

16.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -

a. meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
b. be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
c. clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.

16.3 A bidder may submit both a main bid which conforms precisely to the Statement of Requirements and an alternative bid.

16.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled "main bid" and "alternative bid".

16.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the SORs.

## 17. Bid Prices and Discounts

17.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 15.1(c) shall be the total price of the bid, excluding any discounts offered.

17.2 The bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 15.1(d).

17.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-

responsive and shall be rejected, pursuant to ITB Clause 33.

## 18. Currencies of Bid and Payment

18.1 Unless otherwise specified in the BDS, bid prices shall be quoted in Uganda Shillings.

18.2 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, the bidder shall utilize the source of funds of the rate of exchange specified in the BDS to express its offer. The source, date and type of exchange rate shall be indicated in ITB 38.

18.3 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, bidders 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 responsive to ITB 18.2.

## 19. Documents Establishing the Eligibility of the Bidders

To establish their eligibility in accordance with ITB Clause 4, bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3 Evaluation Methodology and Criteria.

## 20. Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the contract, the bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

## 21. Bid Validity

21.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the PDE as non-compliant while a bid valid for a longer period than the date specified in the BDS shall not be rejected.

21.2 Prior to the expiration of the bid validity period, the PDE may request bidders in writing to extend the period of validity of their bids. The bidder may at his or her own discretion extend the bid validity period where the PDE delays to request the bidder to extend the bid validity and the validity period is likely to expire before completion of the procurement process. If a Bid Security or Bid Securing Declaration is requested in accordance with ITB Clause 22, it shall also be extended for a period corresponding to the extension of the bid validity. In case of a bid security, such extension shall be undertaken by use of a bid securing declaration. A bidder may refuse to extend its bid validity period without forfeiting its Bid Security or Bid Securing Declaration. A bidder who extends the validity period of its bid shall not be required or permitted to modify its bid.

## 22. Bid Security or Bid Securing Declaration

22.1 The bidder shall furnish as part of its bid either a Bid Security or a Bid-Securing Declaration as specified in the BDS in original form and, in case of a Bid Security, in the amount and currency specified in the BDS.

22.2 If a Bid Security is specified pursuant to ITB 22.1, the Bid Security shall be a demand guarantee/ an on demand bid bond in the amount specified in the BDS and denominated in Uganda Shillings and shall:

a. Be issued by a reputable financial/insurance institution selected by the bidder from Uganda. For bidders outside Uganda, the security shall be issued by a corresponding financial/ insurance institution in Uganda that shall be liable.
b. Be in the form of the bid security included in Section 4, Bidding Forms;
c. Be discharged by the financial/insurance institution immediately upon written demand by the PDE in case the conditions stated in the bid security are invoked;
d. Be included in the bid or submitted with the bid and shall be in its original form - copies will not be accepted.

22.3 The Bid Security or Bid Securing Declaration shall be submitted using the appropriate form included in Section 4, Bidding Forms and shall be valid until the date specified in the BDS.

22.4 Any bid not accompanied by appropriate Bid Security or Bid Securing Declaration shall be rejected by the PDE as non-compliant.

22.5 The Bid Security or Bid Securing Declaration of all bidders shall be returned as promptly as possible once the successful bidder has signed the contract and provided the required Performance Security and ESHS performance Security where applicable.

22.6 For a JV, the Bid Security or Bid-Securing Declaration must be issued in either the names of all the parties or any of the parties to the JV.

22.7 The Bid Security may be forfeited or the conditions of the Bid Securing Declaration executed in the following circumstances:

a. If a bidder withdraws its bid during the period of bid validity specified by the bidder in the Bid Submission Sheet or during any extension thereto;
b. If the successful bidder fails to:
    i. Sign the contract in accordance with ITB Clause 47; or
    ii. Furnish any Performance Security and ESHS Performance Security in accordance with ITB Clause 50.

## 23. Format and Signing of Bid

23.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 9 and clearly mark it "ORIGINAL." In addition, the bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the bidder. This authorisation shall consist of a Power of Attorney which if signed in Uganda shall be registered and if signed outside Uganda, shall be notarized and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.

23.3 The bid shall contain no alterations or additions, except those to comply with instructions issued by the PDE, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

23.4 A JV shall under a Power of Attorney appoint a representative to conduct all business for and on its behalf during the bid preparation, bidding process and contract execution in case of award of the contract.

23.5 Bidders whose bids will not be authorized as provided under this ITB, shall be taken as not properly authorized and shall be disqualified.

23.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## 24. Preference Schemes

If a margin of preference applies as specified in accordance with ITB Clause 42, domestic bidders, individually or in JV, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB Clause 42.

## 25. Reservation Schemes

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

# B. Submission and Opening of Bids

## 26 Sealing and Marking of Bids

26.1 The bidder shall enclose the original and each copy of the bid, in separate sealed envelopes or packages, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes or packages containing the original and the copies shall then be enclosed in one single plain envelope or package securely sealed in such a manner that opening and resealing cannot be achieved undetected and shall be submitted to the address specified in the BDS.

26.2 The inner and outer envelopes shall:

a. Bear the name and address of the bidder;
b. Be addressed to the PDE in accordance with ITB Sub-Clause 26.1;
c. Bear the Procurement Reference number of this bidding process; and
d. Bear a warning not to open before the time and date for bid opening.

26.3 If all envelopes are not sealed and marked as required, the PDE will assume no responsibility for the misplacement or premature opening of the bid.

## 27. Deadline for Submission of Bids

27.1 Bids must be received by the PDE at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

27.2 The PDE may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB Clause 14, in which case all rights and obligations of the PDE and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 28. Late Bids

The PDE shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 27. A bid that is brought to the location of submission of bids after the closing date for submission or which is submitted after closing date shall not be received by the PDE but shall be labelled "LATE", and returned unopened to the bidder or destroyed, where the bid is not labelled with the name of the bidder.

## 29. Withdrawal and Replacement of Bids

29.1 A bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in

accordance with ITB Sub-Clause 29.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

a. Submitted in accordance with ITB Clause 27 (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 bids, in accordance with ITB Clause 27.

29.2 The PDU shall verify that the withdrawal is by the bidder or the bidder's representative.

29.3 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the bidder.

29.4 No bid may be withdrawn or replaced after the deadline of bid submission.

29.5 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 27.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

## 30. Bid Opening

30.1 The PDE shall conduct the bid opening in the presence of bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic Bidding is permitted in accordance with ITB Clause
30.1 shall be as specified in the BDS.

30.2 First, envelopes or packages marked "WITHDRAWAL" shall be opened and read out and the envelope or package with the corresponding bid shall not be opened, but returned to the bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

30.3 All other envelopes or packages including those marked "REPLACEMENT" shall be opened and the details read out. Replaced bids shall be recorded as such on the record of the bid opening.

30.4 Only envelopes or packages that are opened and read out at the bid opening shall be evaluated.

30.5 All other envelopes or packages shall be opened one at a time, reading out: the name of the bidder, the bid price, per lot where applicable, including any discounts; the presence of a Bid Security

or Bid Securing Declaration; and any other details as the PDE may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 28.

a. The PDE shall prepare a record of the bid opening that shall include, as a minimum: the name of the bidder and whether there is a withdrawal and/or replacement, the total bid price or the bid price per lot if applicable, including any discounts; the presence or absence of a Bid Security or Bid Securing Declaration and whether the Power of Attorney was submitted. The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall upon request be distributed to bidders and displayed on the PDE's Notice Board within one working day from the date of the bid opening for a minimum of seven (7) working days.

b. The original bids shall be kept in the custody of the Accounting Officer and where there is a discrepancy at evaluation of the bids, reference shall be made to the originals in the custody of the Accounting Officer.

# C. Evaluation of Bids

## 31. Confidentiality

31.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated bidder (BEB) is displayed.

31.2 Any attempt by a bidder to influence the PDE in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

31.3 Notwithstanding ITB Sub-Clause 31.2, from the time of bid opening to the time of contract award, if any bidder wishes to contact the PDE on any matter related to the bidding process, it should do so in writing.

## 32. Evaluation of Bids

32.1 The PDE shall use the criteria and methodologies listed in Section 3, Evaluation Methodology and Criteria. No other evaluation criteria or methodology shall be permitted. By applying the set criteria and methodology, the PDE shall determine the Best Evaluated Bid.

32.2 If bidders are allowed to quote separate prices for different lots, the methodology to determine the Best Evaluated Bid for a lot shall be as specified in Section 3, Evaluation Methodology and Criteria.

## 33. Clarification and changes of Bids

33.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the PDE may, at its discretion, ask any bidder for a clarification of its bid, including breakdowns of unit rates or prices. Any clarification submitted by a bidder that is not in response to a request by the PDE shall not be considered. The PDE's request for clarification and the bidder's response shall be in writing and copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to reflect the price of a missing or non-conforming item or component, in accordance with ITB 35.

33.2 If a bidder does not provide clarifications of its bid by the date and time set in the PDE's request for clarification, its bid shall be rejected.

## 34. Compliance and Responsiveness of Bids

34.1 The PDE's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself and the findings recorded after a due diligence and/or post qualification if conducted.

34.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding 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 the services and related supplies to be procured;
b. Affects the ability of the bidder to perform the proposed contract; or
c. Impacts the key factors of a procurement including cost, risk, time and quality and causes -
    i. Unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
    ii. Unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
    iii. Unacceptable counterbids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

34.3 If a bid is not substantially compliant and responsive to the bidding document, it shall be rejected by the PDE and may not subsequently be made compliant and responsive by the bidder by correction of the material deviation, reservation, or omission.

## 35. Nonconformities and Omissions

35.1 Provided that a bid is substantially compliant and responsive, the PDE may waive any non-conformity or omission in the bid that does not constitute a material deviation.

35.2 Provided that a bid is substantially compliant and responsive, the PDE may request

that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request shall result in the rejection of its bid.

35.3 Provided that a bid is substantially compliant and responsive, the PDE shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall 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 price using the highest price from other bids submitted.

## 36. Preliminary Examination of Bids – Eligibility and Administrative Compliance

36.1 The PDE shall examine the legal documentation to establish the eligibility of the bidders and to verify the validity and authenticity of the documents submitted by the bidder.

36.2 If after the examination of eligibility, the PDE determines that the bid is not compliant, it shall reject the bid with the exception of rectification of omission in accordance with ITB 35.

36.3 The PDE shall confirm that the following administrative compliance documents and information have been provided in the bid. If any of these documents or information is missing or contrary to the requirements in the bidding document, the bid shall be rejected:

a. The Bid Submission Sheet duly signed by the authorised representative of the bidder, including:
   i. A brief description of the Services and related supplies offered;
   ii. The total price of the bid; and
   iii. The appropriate duration of the bid;
b. The Price Schedule;
c. A Power of Attorney in accordance with ITB 30.5; and
d. A Bid Security or Bid Securing Declaration, whichever is applicable in the appropriate form and amount.

36.4 Eligibility and administrative compliance shall be determined on a pass or fail basis and a bid which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

## 37. Detailed Evaluation

37.1 The PDE shall examine the technical aspects of the bid submitted in accordance with ITB 19, in particular, to confirm that all requirements of Section 6, SORs have been met without any material deviation, reservation or omission. 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.

37.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 20, to clarifications in accordance with ITB Clause 33 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria.

37.3 If, after the examination of the terms, conditions and requirements, the PDE determines that the bid is not substantially responsive in accordance with ITB Clause 34, it shall reject the bid.

## 38. Currency and Exchange Rate

38.1 Unless otherwise specified in the BDS the currency that shall be used for evaluation purposes for all bids shall be Uganda Shillings.

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

## 39. Financial Comparison of Bids

39.1 The bids that are responsive to the requirement for detailed evaluation shall be financially examined and compared to determine the best evaluated bid.

39.2 To financially evaluate a bid, 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 To financially compare bids, the PDE shall:

a. Correct any non-conformity or omission that is not an arithmetic error;
b. Apply any discounts offered in accordance with ITB Sub-Clause 15.1(d);
c. Make adjustments for any deviation that is not a material deviation in accordance with ITB Sub-Clause 35.3;
d. Convert all bids to a single currency in accordance with ITB Clause 38;
e. Apply any margin of preference where applicable; and
f. Determine the total evaluated price of each bid.

## 40. Abnormally Low Bids

40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder in regards to the bidder's ability to perform the contract for the offered bid price or that genuine competition between bidders is compromised.

40.2 In the event of identification of a potentially abnormally low bid, the PDE shall seek

written clarifications from the bidder, including detailed price analyses of its bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bid document.

40.3 After evaluation of the price analyses, in the event that the PDE determines that the bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the PDE shall reject the bid.

## 41. Unbalanced and/or Front-loaded bids

41.1 The PDE shall for the lowest evaluated bid 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.

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

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

a. Accept the bid; or
b. Require that the total amount of the Performance Security to be increased at the expense of the bidder to a level not exceeding a 30% of the contract price; or
c. Agree on a payment mode that eliminates the inherent risk of the PDE paying too much for undelivered works; or
d. Reject the bid.

41.4 The PDE reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the PDE will not be taken into account in bid evaluation, unless otherwise specified in Section 3, Evaluation Methodology and Criteria.

41.5 The estimated effect of any price adjustment conditions under Clause 33 of the GCC during the period of implementation of the contract, will not be taken into account in bid evaluation, unless otherwise indicated in Section 3, Evaluation Methodology and Criteria.

## 42. Margin of Preference

42.1 Unless otherwise specified in the BDS, 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.

42.2 For the purpose of granting a margin of preference, bids will be classified in one of three groups, as follows:

a. **Group A:** Bids from providers incorporated or registered in Uganda where more than fifty percent of the bidder's shareholding owned by Ugandan citizens or by the Government or a PDE of Uganda;

b. **Group B:** Bids from JV registered in Uganda and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the JV; and

c. **Group C:** All other bids which do not qualify for preference under paragraphs (a) or (b).

42.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide the following documentary evidence of their eligibility:

a. National Identity Card or copies of biodata passport pages to establish the nationality of the bidder or shareholder;

b. The relevant company forms or its equivalent indicating the shareholding percentages.

## 43. Post-qualification Evaluation.

43.1 The PDE shall determine to its satisfaction whether the bidder that is selected as having submitted the best evaluated bid is qualified to perform the contract satisfactorily.

43.3 An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the PDE shall proceed to the next best evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

43.4 Post-qualification shall be conducted in accordance to the PPDA Act, Cap 205 but pre- qualification information shall be verified.

## 44. Determination of Best Evaluated Bid

The best evaluated bid shall be the lowest priced bid which is eligible, administratively and technically compliant to the requirements specified in the bidding document.

# D. Award of Contract

## 45. Award Procedure and Notice of Best Evaluated Bidder

45.1 An award decision by the Contracts Committee is not a contract. The bidder with the best evaluated bid shall be awarded the contract following an adjudication by the Contracts Committee.

45.2 Negotiations may be held with the best evaluated bidder before award of the contract.

45.3 The PDE shall issue a Notice of Best Evaluated Bidder (NOBEB) within five (5) working days after the decision of the Contracts Committee to award a contract, deliver a copy of the notice to all bidders who participated in the bidding process, place such Notice on its notice board for display for ten (10) working days and publish it on the website of the Authority and the website of the Entity where applicable. The computation of the ten (10) working days shall commence from the next day following the display of the notice. No contract shall be signed within the period of ten (10) working days after the date of display of the best evaluated bidder notice.

## 46. The PDE's Right to Reject Bids or Cancel the Bidding Process

46.1 The PDE reserves the right to reject the bid or to cancel the bidding process at any time prior to contract award, without thereby incurring any liability to bidders. In case of cancellation, all bid securities shall be returned to bidders.

## 47. Signing of the Contract

On expiry of the ten (10) working days' period after display of the best evaluated bidder notice and upon approval by the Attorney General where applicable, the PDE shall promptly sign a contract with the successful bidder. An award shall be confirmed by the written contract signed by both the bidder and the PDE.

## 48. Effectiveness of Contract

48.1 Failure by the successful bidder to promptly sign the contract shall constitute sufficient ground for annulment of the contract award decision and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event, the PDE may award the contract to the next best ranked bidder whose bid was evaluated at the financial comparison stage provided it is still valid.

48.2 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the contract.

48.3 A contract shall not be entered into by an Accounting Officer with a bidder during

the period of administrative review as provided for under the PPDA Act, Cap 205.

## 49. Debriefing of Bidders

Where a request for debriefing is received from unsuccessful bidders the PDE shall promptly give the bidder a written debrief giving the reasons for the failure of their bid, after the signing of the contract.

## 50. Performance Security or Performance Securing Declaration and Environmental and Social Performance Security

50.1 Within twenty-one (21) days of signing of the contract, the successful bidder shall where applicable, furnish to the PDE a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in the amount stipulated in the SCC and in the form of an on- demand bank guarantee as stipulated in Section 9, 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.

50.2 Failure of the successful bidder to submit the above-mentioned Performance Security and if required in the BDS, the environmental and Social (ES) Performance Security, shall constitute sufficient ground for annulment of the contract award decision. In this case, the successful bidder's Bid Security shall be forfeited or the conditions of the Bid Securing Declaration shall be executed. In that event, the PDE may award the contract to the next best ranked evaluated bidder whose bid was evaluated at the financial comparison stage provided it is still valid.

50.3 Where a provider is required to provide a performance security or Performance Securing Declaration, a Bid Security or Bid Bond from that provider shall not be released until a satisfactory performance security is received and verified by the PDE.

## 51. Administrative Review

51.1 A bidder may seek Administrative Review for any omission or breach by the PDE in accordance with the Public Procurement and Disposal of Assets Act, Cap 205, any regulations or 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 bids; and
d. The details of the applicable administrative review fees and the account to which the fees are to be paid.

# Section 2: Bid Data Sheet

| Instructions to Bidders Reference | Data relevant to the ITB |
|---|---|
| **A. General** | |
| **ITB 1.1** | The PDE is: **Deposit Protection Fund.** |
| **ITB 1.1** | **Subject:** The subject of the procurement is: **Provision of Staff Medical Insurance.** |
| **ITB 1.1** | **Reference:** The Procurement Reference Number is: **DPF/NCONS/2026-27/00010** |
| **ITB 1.1** | **Scope of bid:** The number and identification of lots comprising this bidding document is: **Not Applicable**. |
| **ITB 10.3** | **Site visit and Pre-bid Meeting:** The PDE **shall not** be holding a pre-bid meeting or site visit. |
| **ITB 15.1** | **Bid Submission Sheet and price schedules:** The bidder shall submit with its bid the following additional documents:<br>1) **Return of allotment of shares;**<br>2) **Copies of the national identification cards or passports of the majority shareholders; and**<br>3) **Copy of company form 20 for notification of appointment of Directors and Company Secretary** |
| | 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.<br><br>In addition, the bidder 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 contractor proposes to deal with any breaches. |
| **ITB 16.1** | **Alternative bids:** Alternative bids to the requirements of the bidding documents **shall not** be permitted. |
| **ITB 17.3** | **Bid Prices and Discounts:** The prices quoted by the bidder **shall not** be subject to adjustment during the performance of the contract |
| **ITB 18.3** | **Currencies of bid and payment:** Foreign currency requirements: **Not Applicable.** |
| **ITB 21.1** | **Bid Validity:** Bid must be valid until and including **April 16, 2027.** |
| **ITB 22.1** | **Bid Security:**<br>A Bid Security *shall be* required. |
| **ITB 22.2** | **Bid Security:** Where a Bid Security is required the amount and currency of the Bid Security shall be **Uganda Shillings 5,500,000**. |
| **ITB 22.3** | **Bid Security:** The Bid Security shall be valid until and including **May 26, 2027**. |

<table>
<tr><th>Instructions to Bidders Reference</th><th>Data relevant to the ITB</th></tr>
<tr><td>ITB 23.1</td><td>Format and Signing of bid: In addition to the original of the bid, the number of copies required is: One (1).</td></tr>
<tr><td>ITB 24</td><td>Preference Schemes: Preference scheme shall not apply.</td></tr>
<tr><td>ITB 25</td><td>Reservation Schemes: Reservation scheme shall not apply.</td></tr>
<tr><td>ITB 27.1</td><td>Deadline for Submission of Bids: For bid submission purposes only, the PDE's address is:
<table>
<tr><td>Attention:</td><td>Head Procurement and Disposal Unit, Deposit Protection Fund</td></tr>
<tr><td>Street Address:</td><td>Plot 7, Lourdel Road, Nakasero</td></tr>
<tr><td>Building/Floor</td><td>AHA Towers, Floor 6</td></tr>
<tr><td>City:</td><td>Kampala - Uganda</td></tr>
</table>
The deadline for bid submission is:<br>Date: November 30, 2026<br><br>Time (local time): 11:00 a.m.</td></tr>
<tr><td>ITB 27.1</td><td>Deadline for Submission of bids: Electronic bid submission procedures shall be: Not Applicable.</td></tr>
<tr><td>ITB 30.1</td><td>Bid Opening: The bid opening shall take place at:
<table>
<tr><td>Street Address:</td><td>Plot 7, Lourdel Road, Nakasero</td></tr>
<tr><td>Building/Floor</td><td>AHA Towers, Floor 6</td></tr>
<tr><td>City:</td><td>Kampala - Uganda</td></tr>
<tr><td>Date:</td><td>November 30, 2026</td></tr>
<tr><td>Time (local time):</td><td>11:30 a.m.</td></tr>
</table></td></tr>
<tr><td>ITB 33</td><td>Clarification and changes of bids: For clarification purposes only the PDE's address is:
<table>
<tr><td>Attention:</td><td>Head Procurement and Disposal Unit, Deposit Protection Fund</td></tr>
<tr><td>Street Address:</td><td>Plot 7, Lourdel Road, Nakasero</td></tr>
<tr><td>Building/Floor</td><td>AHA Towers, Floor 6</td></tr>
<tr><td>City:</td><td>Kampala - Uganda</td></tr>
<tr><td>Email address:</td><td>procurement@dpf.or.ug</td></tr>
</table></td></tr>
</table>

| Instructions to Bidders Reference | Data relevant to the ITB |
|---|---|
| **ITB 33.2** | **Clarification and changes of bids:** The PDE will respond to any request for clarification provided that such request is received **no later than five (5) days to the submission deadline**. |
| **ITB 38.1** | **Currency and Exchange Rate:** Quoting in other currencies ***shall not*** be allowed. |
| **ITB 42.1** | **Margin of Preference:**<br>A margin of preference ***shall not*** apply. |
| **ITB 50.1** | Performance Security or Performance Securing Declaration and Environmental and Social Performance Security: **Not Applicable** |

# Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: **DPF/NCONS/2026-27/00010**

## A. Evaluation Methodology

### 1. Methodology Used

1.1 The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

### 2. Summary of Methodology

2.1 The evaluation shall be conducted in four sequential stages –

a. A preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
b. A detailed evaluation to determine the technical responsiveness of the eligible and compliant bids;
c. A financial comparison to compare costs of the eligible, compliant, responsive bids received to determine the BEB; and
d. Post qualification to verify that the best evaluated bidder has the capacity and resources to effectively execute the procurement.

2.3 Failure of a bid at any stage of the evaluation (except financial comparison) shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the evaluation stage.

## B. Preliminary Examination Criteria

### 3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for eligible bidders in accordance with ITB Clause 4; and

3.2 The bidder shall be required to submit the following documentation as evidence of eligibility:-

For firms that are legally constituted

a. For bidders currently registered by the Authority a copy of the Certificate of Registration issued by the Authority or for bidders not currently registered with the Authority a copy of the bidder's current Trading License (2026) or equivalent and a copy of the bidder's Certificate of Registration/Incorporation or equivalent;
b. A copy of a Tax Clearance Certificate or equivalent covering the period at least up to and including **September 30, 2026**; and

c. A copy of an NSSF clearance certificate covering the period at least up to and including **September 30, 2026**;

d. Other documents evidencing eligibility.

A bidder shall submit the following documents in addition to other eligibility requirements;

a. For individual bidders a copy of the national identification card or passport
b. For companies
    i. Return of allotment of shares;
    ii. Copies of the national identification cards or passports of the majority shareholders; and
    iii. Copy of company form 20 for notification of appointment of Directors and Company Secretary

3.3 For Joint Ventures:

a. The documentation in Section 3.2 for each member or partner and a copy of the JV Agreement which is legally binding on all partners or members stating that:
    i. The partners or members shall jointly submit a bid;
    ii. The authorized representative of the members or partners who have been granted power of attorney to sign the bid shall sign the bid;
    iii. In the event that the bid is successful, the contract shall be executed in the name of the JV and the authorised representative shall sign the contract agreement; and

b. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract term

## 4. Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub- Clauses 36.3. by confirmation of availability of the following:

a) A Bid Submission Sheet in the format provided in Section 4 duly completed and signed by the authorized representative(s) of the bidder;

a. Beneficial Ownership Form;

b. Price Schedule, Activity Schedule;

b) Bid Security in accordance with ITB 22;

c) The Code of Ethical Conduct for Bidders and Providers;

d) A copy of the Power of Attorney that authorizes the signatory of the Bid to sign documents on behalf of the company;

i. For JV that are incorporated a Power of Attorney which if drawn and signed in Uganda shall be registered with the competent authority and if drawn and signed outside Uganda, shall be notarized; or

ii. For JV that are not incorporated: A registered Power of Attorney from each member or partner if drawn and signed in Uganda or a notarised Power of

Attorney if drawn and signed outside Uganda, nominating a representative to conduct all business on its behalf during the bid preparation, bidding process and contract execution in case of award of the contract.

c. Any other documents stated as required in the Bid Data Sheet

# C. Detailed Technical Evaluation Criteria

## 5. Assessment of Responsiveness

5.1 The assessment of responsiveness will consider the following criteria:

a. Acceptance of the conditions of the proposed contract;
b. Acceptable workplan/activity schedule: and
c. Acceptable Environment Social Management Plan where applicable

## 6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 37.

6.2 The Terms of Reference detail the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

# D. Financial Comparison Criteria

## 7. Costs to be included in bid the price

7.1 The financial comparison shall be conducted in accordance with ITB Clause 39 and the costs shall be included in the bid price:

a. The unit and total rates in the price schedule;
b. Taxes, duties and levies where applicable;

## 8. Margin of Preference: Not Applicable

8.1 For margin of preference for the purpose of bid comparison, the following procedures will apply:

a. The PDE will first review the bids that have reached financial comparison to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declarations in the Bid Submission Sheet and supporting evidence on ownership/shareholding of the bidders in accordance with ITB 42.
b. The PDE will then add the following margins to the evaluated bid price of the bid(s) which do not qualify for preference, in accordance with paragraph 8.2, for the purpose of further comparison only:

i. **For bids classified in Group A and C:**
A preference of seven (7) percent shall be added to the evaluated price of the bids in Group C;

ii. **For bids classified in Group B and C:**
A preference of four (4) percent shall be added to the evaluated price of the bids in Group C.

8.2 The lowest-evaluated bid shall be determined using the adjusted bid prices including added margins.

## 9. Post qualification

9.1 Post qualification evaluation will be carried out on the lowest evaluated bidder as specified below:

**Legal Requirements**:
Due diligence shall be done to verify ownership of the company and its registration with the appropriate body in the country of principal business.

a. Technical Requirements – due diligence shall be done to:
   i. Verify and validate the bidder's performance on previous indicated private and public contracts in the bidder's submission.
   ii. Verify and validate current commitments and litigation record of the bidder.
b. Financial Requirements - due diligence shall be done to verify and ascertain the bidder's financial contracting capacity and bank commitment to provide a credit line to the bidder.
   This shall be in form of: -
   - **A reference letter** from a bank regulated by Bank of Uganda confirming the bidder's financial standing.
   - **Audited financial statements/books of account** for the last three (3) years, that is, 2025, 2024 & 2023.

9.2 A consistent history of litigation or arbitration awards against the bidder or any member of a JV may result in disqualification.

9.3 A bidder not meeting any of the above criteria shall be rejected.

## 10. Determination of the Best Evaluated Bid

10.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive and have passed the post-qualification shall be the best evaluated bid. If this bidding document includes more than one lot, the best evaluated bid shall be determined separately for each lot in accordance with criteria specified in the bidding document.

10.2 Notwithstanding paragraph 10.1, if the bidding document allows for the award of multiple lots to a single bidder, the PDE shall conduct a further financial comparison to apply any conditional discounts. The bid or bids offering the lowest priced combination of all the lots shall be the best evaluated bid or bids.

## Additional Evaluation Criteria (If applicable)

*In addition to the evaluation criteria listed in Section 3, the following criteria may apply for the PDE:*

### 11. Multiple Contracts

If permitted, additional criteria will be evaluated as follows:

11.1 Award Criteria for Multiple Contracts:

**Lots**

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the bidder(s) offering the lowest evaluated cost to the PDE for combined lots, subject to the selected bidder(s) meeting the required qualification criteria for Lot or combination of Lots as the case may be.

11.2 Where there is a limit on the number of lots to be awarded to each bidder, the PDE shall award the Lots to the bidder offering the lowest cost for the higher values of the Lots.

11.3 **Packages**

Bidders have the option to bid for any one or more packages and for any one or more Lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or Lots within a package. The contract(s) will be awarded to the bidder or bidders offering the lowest evaluated cost to the PDE for combined packages, subject to the selected bidder(s) meeting the required qualification criteria for combination of packages and or Lots as the case may be.

### 12. Alternative Bids for Supplies

Alternative bids will be evaluated as follows: An alternative bid shall be evaluated using the methodology and criteria used to evaluate the main bid to which the alternative bid relates except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in ToRs and in accordance with ITB Clause 16.

## 13. Sustainable Procurement

The SoRs details the minimum technical requirements (which may/may not include specific sustainable Procurement technical requirements). This considers 3 aspects

i. Environment (e.g. Energy stars, Eco labels)
ii. Economy (life cycle costing); and
iii. Social.

*[If specific **sustainable procurement technical requirements** have been specified in Section VI - Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/ fail (compliance basis), if applicable, specify the monetary adjustments to be applied to bid prices for comparison purposes on account of bids that exceed the specified minimum sustainable procurement technical requirements.]*

# Section 4: Bidding Forms
# Table of Content

Bid Submission Sheet ..... 37
Code of Ethical Conduct in Business for Bidders and Providers ..... 40
Price Schedule for Services and Related Supplies ..... 43
Form of Bid Security (Bank Guarantee) ..... 44
Form of Bid-Securing Declaration ..... 46
Qualification Form ..... 47
Beneficial Ownership Declaration Form ..... 49

*[This Bid Submission Sheet should be on the letterhead of the bidder and should be signed by a person with the proper authority to sign documents that are binding on the bidder]*

# Bid Submission Sheet

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

**To:** [insert complete name of

PDE] We, the undersigned,

declare that:

a. We have examined and have no reservations to the bidding document, including Addenda No.: *[insert the number and issuing date of each Addenda];*

b. We offer to provide the services in conformity with the bidding document in accordance with the delivery schedule specified in the Statement of Requirements of the following Services *[insert a brief description of the Services. Amend wording and attach relevant details if an alternative delivery schedule is proposed];*

c. The total price of our bid, excluding any discounts offered in item (d) below Option 1, in case of one Lot: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];

Or
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]; payable in the following currencies:

d. The discounts offered and the methodologies for their application are;

**Unconditional discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered (e.g. amount/percentage) and the specific item of the Terms of Reference to which it applies.]*

**Methodology of application of the unconditional discounts.** The discounts shall be applied using the following method: *[Specify precisely the method that shall be used to apply the discounts]*;

**Conditional discounts.** If our bids for more than one Lot are accepted, the

following discounts shall apply. *[Specify precisely each discount offered (e.g. amount/percentage) and the conditions of the discount.]*

**Methodology of application of conditional discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*

e. Our bid shall be valid until and including **April 16, 2027** (the date specified in ITB Sub-Clause 21) and it shall remain binding upon us and may be accepted at any time before that date;

f. We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;

g. We, including any subcontractors for any part of the contract resulting from this procurement process are registered with the Authority. *[bidders who are not registered or whose subcontractors are not registered should amend the statement to reflect their status];*

h. If our bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the contract;

i. We, including any subcontractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the bidder, including that of all the parties that comprise the bidder, if the bidder is a JV, and the nationality of each subcontractor].*

j. We are eligible for a Margin of Preference in accordance with ITB Clause 42 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

[or]

We are not eligible for a Margin of Preference in accordance with ITB Clause 42;

k. We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the procurement process and the execution of any resulting contract;

l. We are not participating, as bidders, in more than one bid in this bidding process,

other than alternative bids in accordance with the bidding document

m. We do not have any conflict of interest and have not participated in the preparation of the original Terms of Requirements for the PDE;

n. 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;

o. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

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

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

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

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

# Code of Ethical Conduct in Business for Bidders and Providers

(*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 participating in public procurement and disposal processes of Government of Uganda. Failure to comply with the provisions of this Code may lead to suspension of the bidder from being eligible for participating in public procurement and disposal processes or contract award and may result in a contract being terminated.

## 1. Compliance with Applicable Law

Bidders must operate in full compliance with applicable laws, rules, and regulations.

## 2. Corruption

Bidders 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 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 shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any PDE.

Bidders 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 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 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 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 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 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 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. Labour, Human Rights and Social Responsibility

***Labour***

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

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

***Harassment***

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

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

***Non-discrimination***

Bidders 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 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 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 will utilize strategies to deliver the product or service that minimizes the emissions and discharges of pollutants and generation of waste. Bidders 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 BIDDER/PROVIDER

*[This Price Schedule should be signed by a person with the proper authority to sign documents for the bidder. It should be included by the bidder in its bid. The bidder may reproduce this in landscape format but is responsible for its accurate reproduction].*

# Price Schedule for Services and Related Supplies

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

**Name of bidder:** *[Insert the name of the bidder]*

| Activity | Input Qty | Unit of measure | Unit Price | Total Price |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Local Taxes | | | | |
| | | | | |
| Total bid price | | | | |

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

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

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

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

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

*[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the bidder in its bid].*

# Form of Bid Security (Bank Guarantee)

**Date:** *[insert date (as day, month and year) of bid submission]*
**Procurement Reference No.:** *[insert Procurement Reference Number]*
To: *[insert complete name of PDE]*

Whereas *[insert complete name of bidder]* (hereinafter "the bidder") has submitted its bid dated *[insert date (as day, month and year]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Services]*, hereinafter called "the bid."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Bid Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the guarantor"), are bound unto *[insert complete name of the PDE]* (hereinafter "the PDE") in the sum of *[specify in words the amount and currency of the bid security] [specify the amount and currency in figures]*, for which payment well and truly to be made to the aforementioned PDE, the guarantor binds itself, its successors or assignees by these presents. Sealed with the common seal of this guarantor this *[insert day in numbers]* day of *[insert month], [insert year]*.

THE CONDITIONS of this obligation are the following:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 21(2);
2. If the bidder, having been notified of the acceptance of its bid by the PDEPDE, during the period of bid validity, fails or refuses to:
    a. Sign the contract in accordance with ITB Clause 47; or
    b. Furnish the Performance Security, in accordance with the ITB Clause 50 and if required, the Environmental and Social (ES) Performance Security, in accordance with the Instruction to bidders (ÏTB").

We undertake to pay the PDE up to the above amount upon receipt of its first written demand, without the PDE having to substantiate its demand, provided that in its demand the PDE states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including **May 26, 2027**, and any demand in respect thereof should be received by the guarantor no later than the above date.

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

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

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

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

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

**Dated on**____day of_(month), (year) *[insert date of signing]*

**[Use bidder's Letterhead]**

**[Name of bidder]**

**[Physical Address of bidder]**

# Form of Bid-Securing Declaration

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

To: *[insert complete name of PDE]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that 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 bid conditions, because we:
   a. Have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet, or
   b. Having been notified of the acceptance of our bid by the PDE during the period of bid validity (i) fail or refuse to execute the contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 50(2); or (iii) fail or refuse to accept the correction of our bid by the PDE, pursuant to ITB Clause 22 or and, if required, the Environmental and Social (ES) Performance Security;
3. I/We understand this Bid Securing Declaration shall cease to be valid if I/we are not successful bidder, upon the earlier of:
   i. The expiry of the notice of best evaluated bidder without any pending administrative review application; or
   ii. Twenty-eight days after the expiration of the validity of my/our bid

**Signed:** *[insert signature of person whose name and capacity are shown]*
**In the capacity of** *[insert legal capacity of person signing the Bid Securing Declaration]*
**Name:** *[insert complete name of person signing the Bid Securing Declaration]*
**Duly authorized to sign the Bid Securing Declaration for and on behalf of:** *[insert complete name of bidder]*
**Dated on** _____ day of _____, _____ *[insert date of signing] Corporate Seal (where appropriate).*

*[Note: In case of a JV the Bid Securing Declaration must be in the name of all partners that submit the bid and signed by the representative duly authorized by the partners.]*

*[This Qualification Form should be submitted for the bidder. The form should be on the letterhead of the bidder and should be signed by a person with the proper authority to sign. It should be included by the bidder in its bid, if so stated in Section 3.*

*The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the contract. Attach additional pages as necessary.*

*Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].*

# Qualification Form

| | |
|---|---|
| **Name of bidder** | |

1. The work performed providing Services of a similar nature and value over the last three (3) years, that is, 2025, 2024 & 2023 is: *[List also details of Services under way or committed, including expected completion date.]*

| No | Name of Client and Contact Person | Type of Work Performed | Duration and Dates of Contract | Value of Contract |
|---|---|---|---|---|
| | | | | |
| | | | | |

2. The major items of equipment proposed for carrying out the Services are: **Not Applicable**

| Item of Equipment | Description, make and age (years) | Condition (new, good, poor) and number available | Owned, leased, or to be purchased |
|---|---|---|---|
| | | | |

3. The qualifications and experience of key personnel proposed for administration and execution of the contract are: *[Attach biographical data.]*

| Position | Name | Years of Experience (general) | Year of Experience in proposed position |
|---|---|---|---|
| | | | |
| | | | |

4. Banks that may provide references if contacted by the PDE are: *[State name, address and telephone, telex and facsimile numbers]*

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

a. The information contained in and attached to this form is true and accurate as of the date of bid submission:

or *[delete statement which does not apply]*

b. The originally submitted pre-qualification information remains essentially correct as of the date of bid submission.

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

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

**In the capacity of** *[insert legal capacity of person signing the Qualification Form]*

**Duly authorised to sign the Qualification Form for and on behalf of:** *[insert complete name of bidder]*

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

# Beneficial Ownership Declaration Form

*This beneficial ownership declaration form issued by The Public Procurement and Disposal of Public Assets Authority to collect beneficial ownership information. The template includes sections to be completed by the bidders.*

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

Are any of the beneficial owners a Politically Exposed Person (PEP) □No □Yes, If Yes Name: .....

.....

Public office position and role:.....Date when office was assumed .....

Attestation

I, undersigned, for and on behalf of the bidder confirm that all information provided in the above beneficial ownership declaration is accurate and reliable.

[Name]_____[Position]_____
[Signature]

**Beneficial Ownership Definition**

*"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."*

# Section 5: Eligible Countries

**Procurement Reference Number: DPF/NCONS/2026-27/00010**

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 any import of Services from that country or any payments to persons or entities in that country.

# PART 2: Statement of Requirements
# Section 6: Terms of Reference

**Procurement Reference Number: DPF/NCONS/2026-27/00010**

## Terms of Reference for the Provision of Medical Insurance Coverage to Board Members and Employees of the Deposit Protection Fund of Uganda

### 1.0 Background

The Deposit Protection Fund of Uganda (DPF), referred to as the Fund in this document, is a separate legal entity established under the Financial Institutions Act, Cap. 57.

The Fund provides medical insurance coverage for active Board members, employees and eligible employee dependants in line with its Human Capital and Administration Policies and Procedures. Eligible insurance firms are hereby invited to submit proposals to provide medical insurance coverage for the Fund.

### 2.0 Purpose

This Terms of Reference supports the procurement process of a medical insurance Insurer to deliver comprehensive, cost-effective and accessible medical coverage for Fund beneficiaries. For clarity, eligible beneficiaries include active Board members, employees and up to six (6) dependants per employee including spouse(s) and biological or legally adopted children. The number of beneficiaries is subject to change during the period of service. Medical coverage shall be provided under three (3) tiers:

i. **Tier 1:** Members of the Board of Directors, the CEO and CEO's eligible dependants.
ii. **Tier 2:** Directors and Managers and their eligible dependants.
iii. **Tier 3:** All other employees, including Assistant Managers, Senior Officers, Officers, Administrative Support and General Services staff and their respective eligible dependants.

### 3.0 Scope

The Insurer shall provide services presented in **Appendix I** through clear access procedures, claims administration, utilisation controls, service standards and escalation mechanisms. The cover shall include inpatient, outpatient, emergency, maternity, dental, optical, mental health, chronic care, wellness, diagnostic, pharmacy, rehabilitation, referral and international treatment services, subject to the applicable tier limits.

### 4.0 Service Standards and Turnaround Time

a) The Insurer shall provide timely, courteous and reliable service to scheme members. At a minimum, it shall maintain a 24/7 help desk, issue emergency authorisation promptly, respond to routine enquiries within one (1) working day, provide pre-

authorisation within agreed timelines, and resolve escalated complaints within five (5) Working Days unless clinical review requires additional time.

b) The Insurer shall assign a dedicated Relationship Manager, share escalation contacts for medical services, claims, administrative issues, and issue updated service access guidelines whenever material changes occur.

**5.0 Claims Management and Fraud Control**

The Insurer shall administer claims efficiently and transparently by verifying eligibility and benefits, preventing duplicate or irregular claims, reviewing unusually high utilisation, and explaining declined or adjusted claims. It shall maintain controls against fraud, waste and abuse without delaying legitimate medical needs.

Where a claim is rejected, partially settled or queried, the Insurer shall communicate the reason to the affected member and the Fund, including a appeal process or review path.

**6.0 Specific Services and Anticipated Limits**

The inpatient and outpatient benefits in **Appendix I** shall apply within the stated tier limits. Appendix I shall form part of the final contract and medical policy schedule, and the Insurer shall be bound by the benefit categories, limits, notes and conditions stated therein.

**7.0 Emergency Rescue / Evacuation**

The Insurer shall cover medically necessary emergency evacuation by road or air where evacuation is required to access appropriate hospital care, subject to the applicable benefit schedule and approved limits.

**8.0 Referrals**

Local or overseas referral treatment shall be covered where recommended by a specialist and approved under the policy. Overseas referral costs remain subject to the members' overall cover limit.

Where a member receives approved treatment outside the Insurer's network because an approved centre is unavailable or inaccessible, reimbursement shall be based on rates comparable to those charged by approved centres.

Evacuation abroad shall follow the applicable travel class under Fund policy for the principal member, while the accompanying person shall travel economy class.

The Insurer may approve elective overseas treatment for a locally treatable condition only where the overseas option is cheaper than, or comparable in cost to, local treatment and remains within the member's approved cover limit.

**9.0 Country-Wide and International Network**

The Insurer shall maintain a wide national network and appropriate international coverage to ensure timely access to care. A full list of approved service Insurers shall be submitted with the proposal. Where approved facilities are not accessible, the Insurer shall:

a. Reimburse eligible treatment costs in accordance with the approved benefit limits and agreed reimbursement rates; or
b. Liaise with local medical institutions to provide the required service, especially in emergencies.

**10.0Identification for Scheme Members**

Each insured member shall receive an identification card or approved digital credential for accessing services at appointed medical service providers.

**11.0 Reimbursement**

Reimbursement shall apply only in genuine medical emergencies or services the Insurer is unavailable or inaccessible. The Insurer shall reimburse the member within fourteen (14) days after receiving a complete and properly documented claim.

**12.0 Addition and Deletion of Members**

The Fund may add or remove scheme members during the policy period at no extra administrative cost. Additional premiums shall be charged at the rates agreed in the service contract, medical policy and on prorated basis.

**13.0 Limitations**

Bidders shall clearly state all limitations, exclusions and conditions applicable to the proposed cover. These shall include, where applicable, waiting periods, co-payments, deductibles, sub-limits, pre-authorisation rules, Insurer-network restrictions, non-covered services, reimbursement conditions and any circumstances under which claims may be declined, reduced or deferred.

**14.0 Value Added Services**

Bidders shall describe all value-added and additional services that enhance the proposal and provide measurable value to the Fund and scheme members. These may include member onboarding, roll-out support, health talks, wellness or sensitisation sessions, digital access support, service utilisation insights, help-line support and relationship management arrangements not already covered elsewhere in this Terms of Reference.

**15.0Data Protection and Confidentiality**

The Insurer shall protect scheme member medical, personal and claims information, use it only for authorised scheme administration, and ensure secure storage, restricted access, lawful processing, confidential reporting and proper disposal. Member information shall

not be disclosed without lawful basis or written authority from the Fund.

**16.0 Contract**

The Fund does not guarantee membership volume or service usage. Premiums shall remain fixed for the three (3) year period of the contract except in extension circumstances which will require approval by the Fund.

The Fund may terminate the contract during or at the end of the contract period for unsatisfactory service by written notice within thirty (30) Working Days.

**17.0 Administration of Ex-Gratia (Excess)**

Where a member exhausts an outpatient or inpatient benefit limit, the Insurer shall administer any Fund-approved excess claim at no additional administrative charge and submit the bill to the Fund for settlement. The Insurer shall obtain written clearance before authorising any ex-gratia or over-limit payment.

**18.0 Quarterly Meetings and Utilisation Reports**

The Insurer shall submit quarterly utilisation reports covering membership changes, claims volumes, benefit utilisation, balances, cost drivers, chronic condition trends, complaints, turnaround times, Insurer performance, fraud or irregularity alerts, cost-containment recommendations and emerging risks. The parties shall meet quarterly to review performance, agree corrective actions and track previous decisions.

**19.0 Reporting**

The Insurer shall report to the Director, Human Capital and Administration.

**20.0 Date of Contract Commencement**

Medical coverage shall commence upon contract signing by both Parties.

**21.0 Implementation and Transition Plan**

The Insurer shall submit an implementation plan within five (5) Working Days of contract award, covering member onboarding, identification cards or digital credentials, Insurer network communication, help desk activation, escalation contacts, member sensitisation, claims procedures and a cut-over process that avoids service disruption.

**22.0 Evaluation Criteria**

Technical and financial proposals shall be evaluated for compliance with the preliminary requirements and responsiveness to this Terms of Reference, benefit adequacy, Insurer network strength, accessibility, claims administration, turnaround times, reporting quality, data protection, comparable experience, financial stability, cost competitiveness, value-added services and measurable benefit to the Fund and scheme members.

Bidders shall state the value-added services available for each tier and explain how they

will improve welfare, cost control, prevention, member experience and scheme sustainability.

| No. | High-Priority Evaluation Item | Rating |
|---|---|---|
| 1 | Responsiveness to the Terms of Reference and mandatory requirements. | 10% |
| 2 | Benefit adequacy and comprehensiveness, including alignment with Appendix I. | 16% |
| 3 | Provider network strength, national coverage and accessibility. | 16% |
| 4 | Claims administration, reimbursement timelines, fraud control and service standards. | 16% |
| 5 | Reporting, utilisation management, cost control and quarterly review support. | 11% |
| 6 | Experience with comparable corporate medical insurance schemes. | 7% |
| 7 | Financial stability and financial ratios, including solvency, liquidity, claims ratio, expense ratio, combined ratio and capital adequacy. | 12% |
| 8 | Data protection, confidentiality and regulatory compliance. | 6% |
| 9 | Implementation plan, onboarding and member support. | 6% |
| | **Total** | **100%** |

## Appendix I:
## Medical Insurance Benefit Schedules

**Table 1: Inpatient Benefits**

| Inpatient Benefit Category | Tier 1 Limit (UGX) | Tier 2 Limit (UGX) | Tier 3 Limit (UGX) |
|---|---|---|---|
| Overall inpatient cover limit per person per annum | 200,000,000 | 150,000,000 | 120,000,000 |
| Maximum daily bed limit | 800,000 | 700,000 | 500,000 |
| ICU, HDU, emergency room treatment and emergency stabilisation leading to admission | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Hospital admission, accommodation, nursing care, physician fees and ward charges | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Surgical fees, anaesthesia and theatre charges | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Inpatient diagnostic tests, laboratory services, radiology, CT, MRI, PET scans and other approved high-cost investigations | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required |
| Inpatient prescribed medicines, materials and discharge medication | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Inpatient prescribed physiotherapy, rehabilitation, private nursing, hospice care and medically necessary home-based care after discharge | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Post-hospitalisation follow-up care directly related to the admission | Within approved post-discharge period and overall limit | Within approved post-discharge period and overall limit | Within approved post-discharge period and overall limit |
| Emergency road ambulance evacuation leading to hospitalisation | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Emergency air evacuation within Uganda, East Africa, South Africa and India | Covered up to overall limit; pre-authorisation where practicable | Covered up to overall limit; pre-authorisation where practicable | Covered up to overall limit; pre-authorisation where practicable |
| Medical evacuation companion costs, | Covered up to | Covered up to | Covered up to |

| Inpatient Benefit Category | Tier 1 Limit (UGX) | Tier 2 Limit (UGX) | Tier 3 Limit (UGX) |
|---|---|---|---|
| including economy travel for an accompanying person where medically necessary and approved by the Fund | overall limit | overall limit | overall limit |
| Referral treatment outside Uganda to East Africa, Africa or India | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required |
| Second medical opinion for high-cost, specialised, overseas referral, cancer, transplant or major surgical treatment | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required |
| Inpatient accident, illness and related hospital treatment | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Pre-existing, chronic and critical illness care, including cancer treatment, HIV/AIDS and related conditions | 40,000,000 | 30,000,000 | 24,000,000 |
| Inpatient dental treatment, including prostheses and implants | 10,000,000 | 8,000,000 | 6,000,000 |
| Illness-related maxillofacial surgery | 11,000,000 | 9,000,000 | 7,000,000 |
| Gynaecological treatment and surgery | 10,000,000 | 8,000,000 | 6,000,000 |
| Maternity care, including normal delivery, medically necessary caesarean section and complications | 9,000,000 | 7,000,000 | 5,000,000 |
| Premature and neonatal care for newborn babies | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Organ transplants, including donor-related costs or organ procurement costs | 160,000,000; pre-authorisation required | 120,000,000; pre-authorisation required | 96,000,000; pre-authorisation required |
| External surgical appliances and prostheses, including dental prostheses, bridges, dentures and braces | 12,000,000 | 10,000,000 | 8,000,000 |
| Psychiatry and psychotherapy | 12,500,000 | 9,500,000 | 7,500,000 |
| Acute renal dialysis during hospitalisation | Covered up to overall limit; pre-authorisation except | Covered up to overall limit; pre-authorisation except | Covered up to overall limit; pre-authorisation except |

| Inpatient Benefit Category | Tier 1 Limit (UGX) | Tier 2 Limit (UGX) | Tier 3 Limit (UGX) |
|---|---|---|---|
| | emergencies | emergencies | emergencies |
| Reconstructive surgery following accident or illness | 10,000,000 | 10,000,000 | 10,000,000 |
| Inpatient ophthalmology, including medically necessary eye surgery | 7,500,000 | 6,500,000 | 5,000,000 |
| Congenital, genetic and neonatal conditions | 30,000,000 | 30,000,000 | 30,000,000 |
| Repatriation of mortal remains or funeral support where included in the Insurer's medical scheme | Bidders to state applicable limit | Bidders to state applicable limit | Bidders to state applicable limit |
| Claims documentation and reimbursement requirements | Original invoices, receipts, medical report or discharge summary, prescription and required pre-authorisation | Original invoices, receipts, medical report or discharge summary, prescription and required pre-authorisation | Original invoices, receipts, medical report or discharge summary, prescription and required pre-authorisation |

*Note: "Covered up to overall limit" means the benefit is covered within the applicable overall inpatient limit for that tier, per insured person per policy year, unless otherwise stated. All benefits remain subject to eligibility, medical necessity, approved Insurer-network arrangements, policy terms, exclusions, claims documentation requirements and pre-authorisation requirements where applicable.*

Table 2: Outpatient Benefits

| Outpatient Benefit Category | Tier 1 Limit (UGX) | Tier 2 Limit (UGX) | Tier 3 Limit (UGX) |
|---|---|---|---|
| Overall outpatient cover limit per person per annum | 12,000,000 | 10,000,000 | 8,000,000 |
| General practitioner, specialist and casualty or emergency room consultations not leading to admission | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Prescribed medicines, injections, medical supplies, treatment materials and chronic medication refills | Covered up to overall limit; agreed refill cycle applies | Covered up to overall limit; agreed refill cycle applies | Covered up to overall limit; agreed refill cycle applies |
| Prescribed diagnostic tests, laboratory services, radiology, CT, MRI, angiography, PET scans and other approved high-cost investigations | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required |
| Minor outpatient procedures, emergency stabilisation and follow-up care | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Prescribed physiotherapy, rehabilitation, post-hospitalisation follow-up and medically necessary home-based care | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Maternity, antenatal and postnatal care | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Road ambulance evacuation and emergency outpatient stabilisation | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| External surgical appliances and approved assistive devices | 2,000,000 | 1,500,000 | 1,500,000 |
| Annual general medical check-up, executive wellness screening and preventive screening, including blood pressure, diabetes, cholesterol and cancer screening where clinically appropriate | 800,000 | 500,000 | 500,000 |
| Psychiatry, psychotherapy, counselling and employee assistance support | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Outpatient oncology and cancer care | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required |
| Chronic-care consultations, monitoring and prescribed chronic medication | Covered up to overall limit; continuity of | Covered up to overall limit; continuity of | Covered up to overall limit; continuity of |

| Outpatient Benefit Category | Tier 1 Limit (UGX) | Tier 2 Limit (UGX) | Tier 3 Limit (UGX) |
|---|---|---|---|
| | care required | care required | care required |
| Congenital, genetic and neonatal outpatient care | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Routine dental treatment, including X-rays, scaling and polishing, extraction, fillings, root canal, crowns, implants, braces and prostheses | 3,500,000 | 2,500,000 | 1,500,000 |
| Optical and ophthalmology services, including eye tests, lenses, frames, contact lenses and approved optical surgery | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Telemedicine, digital access and approved virtual consultations | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Routine child immunisation, baby-friendly vaccines, adult vaccines and approved travel vaccines | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Health education, sensitisation and wellness programmes | Covered up to overall limit | Covered up to overall limit | Covered up to overall limit |
| Second medical opinion for high-cost, specialised, overseas referral, cancer, transplant or major surgical treatment | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required | Covered up to overall limit; pre-authorisation required |
| Claims documentation and reimbursement requirements | Original invoices, receipts, prescription, medical report where applicable and required pre-authorisation | Original invoices, receipts, prescription, medical report where applicable and required pre-authorisation | Original invoices, receipts, prescription, medical report where applicable and required pre-authorisation |

*Note: "Covered up to overall limit" means the benefit is covered within the applicable overall outpatient limit for that tier, per insured person per policy year, unless otherwise stated. All benefits remain subject to eligibility, medical necessity, approved Insurer-network arrangements, policy terms, exclusions, claims documentation requirements and pre-authorisation requirements where applicable.*

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

## Table of Clauses

A. General ..... 63
1. Definitions ..... 63
2. Interpretation ..... 64
B. The Contract ..... 64
3. Contract Documents ..... 64
4. Scope of the Services ..... 65
5. Commencement of Services ..... 65
6. Completion Period and Completion of the Services ..... 65
7. Language ..... 65
8. Joint Venture. ..... 66
9. Eligibility ..... 66
10. Notices ..... 66
11. Governing Law ..... 66
12. Procedure for Settlement of Disputes ..... 66
13. Intellectual Property ..... 67
14. Confidential Information ..... 67
15. Subcontracting ..... 68
16. Specifications and Standards ..... 68
17. Insurance to be Taken Out by the Provider ..... 68
18. Accounting, Inspection and Auditing ..... 68
19. Code of Conduct ..... 68
20. Indemnification ..... 69
21. Liquidated Damages ..... 69
22. Change in Laws and Regulations ..... 70
23. Force Majeure ..... 70
24. Change Orders and Contract Amendments ..... 70
25. Tax 71
26. Extensions of Time ..... 71
27. Termination ..... 71
C. Obligations of the PDE ..... 73
30. PDE's Responsibilities ..... 73

D. Obligations of the Provider ..... 73
31. Obligations of the Provider ..... 73
32. Contract Price ..... 74
E. Payment ..... 74
33. Price Adjustments ..... 74
F. Performance of the Services ..... 75
34. Scope of Services ..... 75
35. Provider's Personnel ..... 75
36. Working hours of the Personnel ..... 75
37. Replacement of Personnel ..... 75
38. Performance Security ..... 75

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

# General

## Definitions

1.1 The following words and terms shall have the meanings assigned to them:

a. "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.

b. "Contract Documents" means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.

c. "Contract Manager" is the person appointed by the Accounting Officer from the user department or another PDE to manage the contract.

d. "Contract Price" means the price stated in the Agreement and thereafter adjusted with the provisions of the contract.

e. "Day" means working day. "Month" means calendar month.

f. "Eligible Countries" means the countries and territories eligible as listed in the SCC.

g. "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

h. "GCC" means the General Conditions of Contract.

i. "Party" means the PDE or the provider, as the case may be, and "Parties" means both of them.

j. "Personnel" means persons engaged by the provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

k. "Procuring and Disposing Entity (PDE)" means the entity purchasing the Services, as specified in the Agreement.

l. "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the contract has been accepted by the PDE and is named as such in the Agreement, and includes the legal successors or permitted assigns of the provider.

m. "SCC" means the Special Conditions of Contract.

n. "Services" means the services to be performed by the provider as described in the contract.

o. "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 or execution of any part of the Services is subcontracted by the provider.

p. "The Site," where applicable, means the place named in the SCC
q. "Tribunal" means the Tribunal established under the Public Procurement and Disposal of Public Assets Cap 205.
r. "Written" or "in writing" means type-written, printed or electronically made, and resulting in a permanent record.

### Interpretation

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

1.3 **Contract**
The contract constitutes the whole agreement between the PDE and the provider and supersedes all communications, negotiations and agreements (written or oral) of parties with respect thereto made prior to the date of contract.

1.4 **Amendment**
No amendment or other variation of the contract shall be valid unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party thereto.

2.4 **Non-waiver**

a. Subject to GCC Sub-Clause 20.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the contract, neither shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
b. Any waiver of a party's rights, powers, or remedies under the contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.5 **Severability**
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.

# The Contract

### Contract Documents

1.5 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. The provider's bid and any changes agreed to by the provider and the PDE,
f. any other document listed in the SCC as forming part of the contract.

1.6 Subject to the order of precedence set forth in Sub-Clause 3.1, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**Scope of the Services**

1.7 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

1.8 The Services shall be performed at such locations as are specified in the Statement of Requirements.

**Commencement of Services**

1.9 The provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC

1.10 If the contract has not become effective within such time period after the date of contract stated in GCC Sub-Clause 5.1, either party may, by not less than four weeks' written notice to the other party, declare the contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

**Completion Period and Completion of the Services**

1.11 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 5.1.

1.12 The completion of the Services shall be in accordance with the Agreement.

**Language**

1.13 The contract as well as all correspondence and documents relating to the contract exchanged by the provider and the PDE, shall be written in English unless specified otherwise in the SCC. 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.

1.14 The provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**Joint Venture.**

1.15 Unless otherwise specified in the SCC, if the provider is a JV all of the parties shall be jointly and severally liable to the PDE for the fulfilment of the provisions of the contract and shall act through the authorised representative to bind the JV. The composition or the constitution of the JV shall not be altered without the prior consent of the PDE.

**Eligibility**

1.16 The provider and its subcontractors shall have the nationality of an eligible country. A provider or subcontractor 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.

1.17 All Services and Related Supplies to be supplied under the contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Supplies have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly.

**Notices**

1.18 Any notice given by one party to the other pursuant to the contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified in the BDS, distributed or received through the electronic- procurement system used by the PDE) with proof of receipt.

1.19 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1.20 A party may change its address for notice hereunder by giving the other party notice of such change.

**Governing Law**

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

**Procedure for Settlement of Disputes**

1.21 The PDE and the provider 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.

1.22 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty- eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution as specified in the SCC.

**Intellectual Property**

Intellectual Property in all drawings, documents, and other materials containing data and information furnished to the PDE by the provider herein shall remain vested in the provider, or, if they are furnished to the PDE directly or through the provider by any third party, including providers of materials, the intellectual property in such materials shall remain vested in such third party.

**Confidential Information**

1.23 The PDE and the provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, 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 provider may furnish to its subcontractor such documents, data, and other information it receives from the PDE to the extent required for the subcontractor to perform its work under the contract, in which event the provider shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the provider under GCC Clause 29

1.24 The PDE shall not use such documents, data, and other information received from the provider for any purposes unrelated to the contract. Similarly, the provider 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.

1.25 The obligation of a party under GCC Sub-Clauses 29.1 and 29.2, however, shall not apply to information that:

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.

1.26 The provisions of GCC Clause 29 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 Supply or any part thereof.

1.27 The provisions of GCC Clause 29 shall survive completion or termination, for whatever reason, of the contract.

**Subcontracting**

1.28 The provider shall notify the PDE in writing of all subcontracts awarded under the contract if not already specified in the bid. Sub-contracting shall in no event relieve the provider from any of its obligations, duties, responsibilities, or liability under the contract.

1.29 Subcontracts shall comply with the provisions of GCC Clauses 3 and 6.

**Specifications and Standards**

1.30 Technical Specifications

a. The provider shall ensure that the Services comply with the technical specifications and other provisions of the contract.

b. The provider shall be entitled to disclaim responsibility for any specification or other document, or any modification thereof provided by or on behalf of the PDE, by giving a notice of such disclaimer to the PDE.

c. The Services performed under this contract shall conform to the standards mentioned in the Terms of Reference.

1.31 Wherever references are made in the contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Terms of Reference. During contract execution, any changes in any such codes and standards shall be applied only after approval by the PDE and shall be treated in accordance with GCC Clause 26.

**Insurance to be Taken Out by the Provider**

1.32 The provider 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.

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

**Accounting, Inspection and Auditing**

The provider 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.

**Code of Conduct**

The provider shall at all times refrain from making any public statements concerning the Services without the prior 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 without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

**Indemnification**

1.34 At its own expense, the provider 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 provider 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.

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

a. The provider 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 provider'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 provider's wilful misconduct;
c. The provider'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.

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

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

1.38 The provider 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.

**Liquidated Damages**

1.39 If so stated in the SCC and except as provided under GCC Clause 32, if the provider fails to perform the Services within the period specified in the contract, the PDE may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the contract price for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the PDE may terminate the contract pursuant to GCC

Clause 27.

1.40 If the completion date is extended after liquidated damages have been paid, the PDE shall correct any overpayment of liquidated damages by the provider by adjusting the next payment certificate.

**Change in Laws and Regulations**

Unless otherwise specified in the contract, if after the date of the bidding 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 Statement of Requirements and/or the contract price, then such Statement of Requirements and/or contract price shall be correspondingly increased or decreased, to the extent that the provider 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 in the contract amendment provisions in accordance with GCC Clause 24 or price adjustment in accordance with GCC Clause 33.

**Force Majeure**

1.41 The provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

1.42 For purposes of this Clause, "force majeure" means an event or situation beyond the control of the provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the provider. Such events may include, but not be limited to, acts of the Government of Uganda in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

1.43 If a force majeure situation arises, the provider shall promptly notify the PDE in writing of such condition and the cause thereof. Unless otherwise directed by the PDE in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**Change Orders and Contract Amendments.**

1.44 The PDE may at any time request the provider through notice in accordance with GCC Clause 10, to make changes within the general scope of the contract.

1.45 If any such change causes an increase or decrease in the cost of, or the time required for, the provider's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or in the completion schedule, or both, and the contract shall accordingly be amended. Any claims by the provider for adjustment must be asserted within twenty-eight days from the date of the provider's receipt of the PDE's change order.

1.46 Prices to be charged by the provider for any additional Services or any related Supplies or Works that might be needed but which were not included in the contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

**Tax**

The Project Manager shall adjust the contract price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the contract and the date of the final completion certificate. The adjustment shall be the change in the amount of tax payable by the contractor, provided such changes are not already reflected in the contract price or are a result of GCC Clause 24.

**Extensions of Time**

1.47 If at any time during performance of the contract, the provider or its subcontractors should encounter conditions impeding timely completion of the Services pursuant to GCC Clause 6, the provider shall promptly notify the PDE in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the provider's notice, the PDE shall evaluate the situation and may at its discretion extend the provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

1.48 Except in case of force majeure, as provided under GCC Clause 23, a delay by the provider in the completion of its obligations shall render the provider liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 26.1.

**Termination**

1.49 The PDE may, by not less than thirty days written notice of termination to the provider (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 27.1 (a) to (h), terminate the contract if:

a. The provider fails to remedy a failure in the performance of its obligations 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 provider becomes, or if any of the provider'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 provider fails to comply with any final decision reached as a result of dispute settlement pursuant to GCC Clause 12 hereof.;
d. The provider 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 provider 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 provider, in the judgment of the PDE, has engaged in corrupt and fraudulent practices in competing for or in executing the contract; or
h. Where the Tribunal direct that a contract should be terminated.

1.50 The provider 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 27.2 (a) to (c) terminate the contract if:

a. The PDE is in material breach of its obligations pursuant to the contract and has not remedied the same within thirty days (or such longer period as the provider may have subsequently approved in writing) following the receipt by the PDE of the provider's notice specifying such breach;
b. The provider 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
c. The PDE fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 12 hereof;

1.51 If either party disputes whether an event specified GCC Clauses 27.1 or GCC Clause 27.2 has occurred, such party may, within thirty days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to GCC Clause 12 and the contract shall not be terminated on account of such event except in accordance with the terms of any resulting consent agreement or court decision award.

**2. Assignment**

Neither the PDE nor the provider shall assign, in whole or in part, their obligations under this contract, except with the prior written consent of the other party.

**3. Cessation of Rights and Obligations or Services**

3.1 Upon termination of the contract pursuant to GCC Clause 27, or upon completion of the Services pursuant to GCC Clause 6 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 14;
c. The provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 18; and
d. Any right which a party may have under the Governing Laws.

3.2 Upon termination of the contract by notice of either party to the other pursuant to GCC Clause 27 the provider 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.

## Obligations of the PDE

### PDE's Responsibilities

3.3 The PDE shall supply the provider 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.

3.4 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.

3.5 The PDE shall give the provider access to its premises, where required for the performance of the Services, and assist the provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the contract.

## Obligations of the Provider

### Obligations of the Provider

3.6 The provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices

3.7 The provider shall respect and abide by all laws and regulations in force. The provider shall indemnify the PDE against any claims and proceedings arising from any infringement by the provider, its sub-contractors or their employees of such laws and regulations.

3.8 The provider shall ensure that services conform to applicable environmental and

quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the PDE in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The provider shall always act, in respect of any matter relating to this contract, to safeguard the PDE's legitimate interests, pursuant to conditions of this contract

3.9 The provider shall obtain the PDE's prior approval in writing before taking any of the following actions:

a. Entering into a subcontract for the performance of any part of the Services, it being understood that the provider shall remain fully liable for the performance of the Services by the Sub-contractor and its personnel pursuant to the contract;

b. Any other action that may be specified in the SCC.

3.10 The provider shall furnish the PDE with any personnel data or information required by the PDE to arrange the provision of documentation required in accordance with GCC Clause 30.3.

# E. Payment

**32. Contract Price**

32.1 The contract price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the contract.

32.2 The contract price shall include the total cost for performing the Services and shall include payments for all personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.

32.3 The contract price shall be paid in accordance with the payment schedule in the SCC.

32.4 The contract price may only be increased if the parties have agreed to additional payments by contract amendment in accordance with GCC Clause 24.

**33. Price Adjustments**

33.1 Contracts shall be at fixed prices which shall not be revised or varied.

33.2 In consideration of the Services performed by the provider under the contract, the PDE shall make to the provider such payments in such manner as is provided by the contract.

33.3 Payments made by the PDE shall be made in response to requests for payment made by the provider. The provider's request for payment shall be made to the PDE in writing by production of an invoice supported by the documentation required and as specified in the SCC.

# F. Performance of the Services

**Scope of Services**

a. The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

b. The Services shall be performed at such locations as are specified in the Statement of Requirements.

**Provider's Personnel**

a. The provider shall employ and provide such qualified and experienced personnel and Sub- contractors as are required to carry out the Services. The provider shall be responsible for the performance of the personnel.

b. If required by the Agreement, the provider shall ensure that a manager, acceptable to the PDE, takes charge of the performance of the Services.

**Working hours of the Personnel**

Where the Services are performed on a regular basis at the premises of the PDE, the provider shall work the hours agreed with the PDE where not specified in the Statement of Requirements or the SCC.

**Replacement of Personnel**

If the PDE requests the provider to remove a person who is a member of the providers staff or work force, stating the reasons, the provider shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract.

**Performance Security**

If so stated in the SCC, the provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the contract in the amount and currency specified in the SCC acceptable to the PDE.

a. The proceeds of the Performance Security shall be payable to the PDE as compensation for any loss resulting from the provider's failure to complete its obligations under the contract.

b. The Performance Security shall be in one of the forms stipulated by the PDE in the SCC, or in another form acceptable to the PDE.

c. The Performance Security shall be discharged by the PDE and returned to the provider not later than twenty-eight (28) days following the date of completion of the provider's performance obligations under the contract, unless specified otherwise in the SCC.

# PART 3: Contact
# Section 8: Special Conditions of Contract

| GCC Clause Reference | Special Conditions of Contract |
|---|---|
| | The Procurement Reference Number is: **DPF/NCONS/2026-27/00010** |
| **GCC 1.1(f)** | **Eligible Countries:** The Eligible Countries are those listed in Section 5 of the bidding document. |
| **GCC 3.1(f)** | **Contract Documents;** The other documents forming part of the contract are: **the bidder's bid document submitted and negotiation meeting minutes (if held).** |
| **GCC 5.1** | **Commencement:** The Period within which Services shall have commenced following the date of the Agreement is: **July 1, 2027.** |
| **GCC 6.1** | **Completion:** The Services shall be performed for a period of **three (3) years from the date of contract signature by both Parties**. |
| **GCC 7.1** | **Language:** The language of the contract shall be **English**. |
| **GCC 10.1** | **Notices**<br>**For notices, the Procuring and Disposing Entity's address shall be:**<br><br>Attention: Director Human Capital & Administration<br>Street Address: AHA Towers, Lourdel Road, Nakasero<br>Floor Number: Three (3)<br>City: Kampala<br>P.O. Box: 37228<br>Country: Uganda<br>Telephone: +256-312-206402/ +256-772-606691<br>Email address: apell.odongo@dpf.or.ug<br><br>For **notices**, the provider's address shall be: Attention:<br><br>Street Address:<br>Floor/Room number:<br>Town/City: |

| GCC Clause Reference | Special Conditions of Contract |
|---|---|
| | PO Box:<br>Country:<br>Telephone:<br>Email address: |
| **GCC 11** | **Law:** The Governing Law shall be the Law of Uganda. |
| **GCC 12.1** | **Procedure for Settlement of Dispute:** The Dispute settlement shall be **litigation in a Court of competent jurisdiction in Uganda.** |
| **GCC 17.1** | **Insurance taken out by provider:** The risks and coverage shall be:<br>i. Third Party motor vehicle<br>ii. Third Party liability<br>iii. Employer's liability and workers' compensation<br>iv. Professional liability<br>v. Loss or damage to equipment and property<br>vi. Other |
| **GCC 21.1** | **Liquidated Damages;** Liquidated Damages **shall apply**.<br>The liquidated damages shall be: **0.2% per week.**<br>The maximum amount of liquidated damages shall be: **0.5% of the contract value**. |
| **GCC 31.4(b)** | **The PDE's prior approval:** The PDE's prior approval is also required for **any change in scope of the assignment.** |
| **GCC 32.2** | **Excluded costs:** The following costs are excluded from the contract Price: **None.** |
| **GCC 32.3** | **Payment Schedule:** The payment schedule shall be:<br>Initial payment will be made in full for eligible beneficiaries as advised by the Fund within ten (10) Working Days from contract signing. Thereafter, payment shall be made within ten (10) Working Days as and when beneficiaries are added to the scheme during the contract period. |
| **GCC 33.2** | **Documentation for Payment:** The following documentation shall be required to support invoices requesting payments:<br>- **A copy of the contract**<br>- **An EFRIS Invoice indicating the applicable premium rate.** |
| **GCC 36** | **Working hours:** The working hours for the provider shall be **24 hours, daily.** |
| **GCC 38.1** | **Performance Security** shall be required**.** |

| GCC Clause Reference | Special Conditions of Contract |
|---|---|
| GCC 38.3 | **Form of Performance Security:** The form of acceptable Performance Security is: **Performance Securing Declaration**. |

# Section 9: Contract Forms

# Table of Forms

Agreement ..... 81
Appendices ..... 83
Performance Securing Declaration ..... 85

# Agreement

## For Lump Sum Contract

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

This Agreement is made the ..... of the month of ....., .....between .....
..... of ..... hereinafter called the "PDE") and
.....
of .....(hereinafter called the "provider").

WHEREAS

i. The PDE invited bids for the provision of ..... (hereinafter called the "Services") as defined herein and attached to this contract and has accepted the providers bid;
ii. The provider having represented to the PDE that it has the required 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 hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the contract referred to.
2. In consideration of the payments to be made by the PDE to the provider as indicated in this Agreement, the provider hereby covenants with the PDE to provide the Services in conformity in all respects with the provisions of the contract.
3. The PDE hereby covenants to pay the provider in consideration of the provision of the Services, the contract price of _____ *(insert the amount in both words and figures)* 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 .....*(for the PDE)*
Name: ..... Position:
..... Position:.....

**In the presence of:**

Name: ..... Position:
..... Signed by *(for the provider)*
Name: ..... *(Authorised Representative)*

Position:.....

**In the presence of:**

Name: ..... Position: .....

# Appendices

## Appendix A: Statement of Requirements

# Appendix B: Breakdown of Contract Price in Uganda Shillings

| Activity | Input Qty | Unit of measure | Unit Price | Total Price |
|---|---|---|---|---|
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| **Total Contract Price** | | | | |

# Performance Securing Declaration

(Use provider's Letterhead)
(Name of provider)
(Physical Address of provider)

**Date**: *(*Insert *day, month, and year)*

**Subject of procurement and Ref number:** *(insert subject and reference number of procurement)*

**To:**
The Accounting Officer,
*(Insert complete name of Procuring and Disposing Entity)*

I/We*, the undersigned, declare as follows:

1. I/We* understand that, according to the conditions of the contract, I/We* must submit a Performance Securing Declaration valid until successful completion of the contract.

2. I/We* accept that we shall be suspended by the Authority from being eligible for bidding in any public procurement or disposal process of Government for a period of three years if I/We*:
    i. Have failed to perform contractual obligations under this contract; or
    ii. Upon occurrence of any of the events and circumstances under the conditions of contract for which the contract is terminated arising from our default under this contract.

3. This Performance Securing Declaration shall cease to be valid until.....*[insert date]* or upon of the completion of the contract or expiry of the warranty period (whichever occurs earlier).

**Signed:** *(insert authorized signature)*

**In the capacity of** *(insert designation of person signing the Performance Securing Declaration)*

**Name:** *(insert complete name of person signing the Performance Securing Declaration)*

**Duly authorized to sign the contract for and on behalf of:** *(insert complete name of provider)*

**Dated on** ..... day of .....*(month)*, .....*(year) (insert date of signing)*