



## **GAYAZA HIGH SCHOOL (VOL 1 OF 4)**

# **STANDARD BIDDING DOCUMENT FOR THE PROCUREMENT OF WORKS UNDER OPEN BIDDING METHOD**

**Subject of Procurement: CONSTRUCTION OF A NEW CLASSROOM  
COMPLEX AT GHS PHASE 1**

**Procurement Reference Number: GHS/WRKS/2026/00002**

**Date of Issue: March, 2026**

# **PREFACE**

This Bidding Document for the Procurement of Works has been prepared by Gayaza High School is based on the Standard Bidding Document for the Procurement of Works under Open restricted Bidding issued by the Public Procurement and Disposal of Public Assets Authority dated August 2025. In accordance with the Public Procurement and Disposal of Public Assets Act Cap 205, the Regulations thereunder and best international procurement practices as adopted from development partner documents.

Volume 1 of 4:	Bidding Procedures, Statement Requirements and Conditions of Contract & Contract Forms.
Volume 2 of 4:	Bill of Quantities.
Volume 3 of 4:	Specification for the Works & General Requirements Technical specification for buildings based on Government of Uganda Ministry of Works and Transport, Specifications of 2013
Volume 4 of 4	Project Drawings

# LIST OF ACRONYMS

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

# Standard Bidding Document

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# ABRIDGED BID NOTICE UNDER OPEN BIDDING



## Gayaza High School

1. **Gayaza High School** invites sealed bids from eligible bidders for:

<i>No.</i>	<i>Procurement Reference Number</i>	<i>Subject matter of Procurement</i>	<i>Bid Security</i>
	GHS/WRKS/2026/00002	Construction of a New Classroom Complex at GHS Phase 1	<b>UGX 67,400,000</b>

2. The Bidding document(s) shall be inspected and issued at the

The Procurement and Disposal unit, Administration Block,

Gayaza High School

Gayaza - Zirobwe Road, Kabanyoro

3. The deadline for bid submission shall be at **11:00 am on 27<sup>h</sup> March, 2026**.

4. The detailed bid notice is available at the Entity's website at [www.gayazahs.sc.ug](http://www.gayazahs.sc.ug) .

Kizito Robinah Katongole  
**HEAD TEACHER**



## GAYAZA HIGH SCHOOL BID NOTICE UNDER OPEN DOMESTIC BIDDING

### Invitation to Bidders

Procurement Reference: GHS/WRKS/2026/00002

1. Gayaza High School has allocated funds to be used for the **Construction of a New Classroom Complex at GHS Phase 1.**
2. The Entity invites sealed bids from eligible bidders for the provision of the above works.
3. Bidding shall be conducted in accordance with the procedures contained in the Public Procurement and Disposal of Public Assets Act (the Act) Cap 205 and the Regulations made under the Act and are open to all bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding document at the address given below at 9(a) from 8:00 am – 5:00 pm.
5. The Bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below at 9(b) and upon payment of a non-refundable fee of **UGX: 200,000** (Uganda Shillings Two Hundred Thousand) only (*Stanbic bank, A/c Name: Gayaza High School, A/c No: 9030005991713*). The method of payment will be through obtaining a Bank slip from the Bursar and pay at the designated Bank with effect from 06<sup>th</sup> March, 2026. On presentation of proof of payment, bidding documents may then be collected from the Procurement and Disposal unit at the administration block with effect from 06<sup>th</sup> March, 2026.
6. All bids must be accompanied by a bid security of **UGX: 67,400,000 (Uganda Shillings Sixty-Seven Million, Four Hundred Thousand only)**. Bid securities must be valid until **31<sup>st</sup> July, 2026.**
7. Electronic bidding is not permitted. Bids must be delivered to the address below at 9(c) at or before 11:00 am on **27<sup>th</sup> March, 2026.** Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at Gayaza High School at 11.30am on **27<sup>th</sup> March, 2026.**
8. **There shall be a pre-bid meeting at Gayaza High School at 10:00 am on 13<sup>th</sup> March, 2026** the dates indicated in the proposed schedule in this notice.

9. Bidders should note the following:
- a. Documents may be inspected at:  
The Procurement and Disposal unit, Administration Block,  
Gayaza High School  
Gayaza - Ziobwe Road, Kabanyoro
  - b. Documents will be issued from:  
The Procurement and Disposal unit, Administration Block,  
Gayaza High School  
Gayaza - Ziobwe Road, Kabanyoro
  - c. Bids must be delivered to:  
The Procurement and Disposal unit, Administration Block,  
Gayaza High School  
Gayaza - Ziobwe Road, Kabanyoro
  - d. Address of bid opening:  
The Procurement and Disposal unit, Administration Block,  
Gayaza High School  
Gayaza - Ziobwe Road, Kabanyoro

10. The Planned Procurement Schedule (subject to changes) is as follows:

<b>Activity</b>	<b>Date</b>
a. Publish bid notice	06 <sup>th</sup> March, 2026
b. Pre-bid meeting to be held	13 <sup>th</sup> March, 2026
c. Site visit is Mandatory and a site Visit Certificate shall be issued	Contact Person – Estate Manager
d. Bid closing date	<b>27<sup>th</sup> March, 2026</b>
e. Bid opening date	<b>27<sup>th</sup> March, 2026</b>
f. Evaluation process	Within 15 working days from bid closing date
g. Display and communication of best evaluated bidder notice	Within 10 working days from Contracts Committee award
h. Contract signature	After expiry of at least 10 working days from display of the best evaluated bidder notice and the Attorney General's clearance

Kizito Robinah Katongole  
**HEAD TEACHER**

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# PART 1: Bidding Procedures

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# Section 1: Instructions to Bidders

## A. General

### 1. Scope of Bid

- 1.1 The Procuring and Disposing Entity (PDE), as defined in the Bid Data Sheet (BDS), invites bids for the construction of works, as described in the BDS. The name and procurement reference number and number of lots in this bidding document are provided in the BDS. The Instructions to Bidders (ITB) should be read in conjunction with the BDS.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Special Conditions of Contract (SCC).
- 1.3 Throughout this bidding document:
  - a. “Competent authority” means a Government office with the mandate to perform a specified function.
  - b. “Contractor” means the provider.
  - c. “Day” means working day unless otherwise expressly stated herein and excludes the Government of Uganda public holidays and weekends.
  - d. “Day works” means varied work inputs subject to payment on a time basis for the Contractor’s employees and equipment, in addition to payments for associated materials and plant.
  - e. “Employer” means the Procuring and Disposing Entity.
  - f. “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV), health and safety (including sexual exploitation and abuse (SEA) and gender-based violence.
  - g. “In writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
  - h. “Joint venture” means an association of artificial persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

### 2. Source of Funds

- 2.1 The PDE 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 contractors, 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 a misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the PDE, and includes collusive practices among 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;
- b. The PDE will reject a recommendation for award if the bidder recommended for award has engaged in corrupt or fraudulent practices; and
- c. PPDA shall suspend a provider from engaging in any public procurement proceedings for a stated period of time in accordance with the PPDA Act 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 works, if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PDE or of a bidder or contractor during the procurement or the execution of a 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 contractors 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 copied to the 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
  - v. The bidder’s business activities have not been suspended;
- c. The bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- d. The bidder has fulfilled his or her obligations to pay taxes and social security contributions.
- e. The bidder is not a member of the Contracts Committee or an employee of the PDE.
- f. A bidder may be a physical person or artificial person, such as an entity that is a private entity, a government-owned enterprise or institution. A combination of artificial persons can bid if they have an agreement to form a JV. For a JV, such a bid shall include a Power of

Attorney signed by each of the parties authorizing a representative to conduct all business for and on behalf of the JV during the bidding process, contract signature and contract execution. Each party to the JV shall be a signatory to the contract with the PDE and shall be jointly and severally liable.

- 4.2 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 services.
- 4.3 A bidder shall not have a conflict of interest. Any bidder found to have a 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 shareholding with another bidder; or
  - b. Receives or has received any direct or indirect subsidy from another bidder; or
  - c. Has the same authorized representative for purposes of this bidding process as another bidder; or
  - d. Has a relationship with another bidder, directly or through common third parties, that puts the bidder in a position to have access to information about or influence 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 22. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or
  - f. Is associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or is being proposed as project manager for the contract. A bidder that has been engaged by the PDE to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid for the works.
- 4.4 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.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the PDE, as the PDE shall reasonably request.
- 4.6 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.
- 4.7 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.

- 4.8 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 work method and schedule including drawings and charts, as necessary.
- 5.2 The qualifications of the best evaluated bidder will be assessed as part of a post-qualification in accordance with ITB 41.

## **6. Joint Ventures (JV)**

- 6.1 Bids submitted by a JV shall include a copy of the JV Agreement signed by all parties to the JV 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 16.1, 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
  - b. Methodology and Criteria for each partner;
  - c. The bid shall be signed so as to be legally binding on all partners;
  - d. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms;
  - e. One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and
  - f. The implementation of the entire contract shall be by the JV.

## **7. One Bid per Bidder**

- 7.1 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**

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

## **9. Site Visit and Pre-Bid Meeting**

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

- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Minutes of the pre-bid meeting, if any, 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 site visit shall not cause disqualification of a bidder.

## **10. Preference Schemes**

- 10.1 If a margin of preference applies as specified in the BDS accordance with ITB 40, 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 40.

## **11. Reservation Schemes**

- 11.1 If a reservation scheme applies as specified in the BDS, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria

# **B. Bidding Document**

## **12. Liability for Completeness of Bidding Document**

- 12.1 Unless obtained directly from the employer, the employer 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**

- 13.1 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 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.

## **C. Preparation of Bids**

#### **15. Language of the Bid**

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

#### **16. Documents Comprising the Bid**

- 16.1 The bid submitted by the bidder shall comprise the following:
- a. The Bid Submission Sheet, in accordance with ITB 16.2;
  - b. A Beneficial Ownership Form;
  - c. A Bid Security or a Bid Securing Declaration in accordance with ITB 21;
  - d. Written confirmation authorising the signatory of the bid to commit the bidder, in accordance with ITB 23;
  - e. A Declaration in accordance with ITB 4.6 establishing the bidder's eligibility to bid;
  - f. A Priced Activity Schedule or Bill of Quantities in accordance with ITB 18;
  - g. The Qualification Form and documents in accordance with ITB 5;
  - h. Technical documentation (description of the proposed work method and schedule, including drawings and charts, as necessary) in accordance with ITB 17;
  - i. The Code of Ethical Conduct for Bidders and Providers in accordance with ITB 3.3; and
  - j. Any other document(s) required in the BDS.

- 16.2 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.

## **17. Technical Documentation**

17. The bidder shall furnish technical documentation including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4, Bidding Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work's requirements and the completion time.

## **18. Bid Prices and Discounts**

18. The prices and discounts quoted by the bidder in the Bid Submission Sheet and in the Priced Activity Schedules or Bills of Quantities submitted by the bidder shall conform to the requirements specified below.
- a. The bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
  - b. The price to be quoted in the Bid Submission Sheet shall be the total price of the bid, excluding any discounts offered. In the event that taxes are not exempt, the price must include any applicable taxes.
  - c. The bidder shall quote any discounts in the section provided in the Bid Submission Sheet.
  - d. The total bid price shall be for the whole works based on the priced Activity Schedule or Bill of Quantities submitted by the bidder.
  - e. The lump sum price quoted by the bidder shall be subject to adjustment during the performance of the contract if provided for in the SCC and the provisions of Clause 57 of the GCC.

## **19. Currencies of Bid and Payment**

- 19.1 Unless otherwise specified in the BDS, bid prices shall be quoted in Uganda Shillings.
- 19.2 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, the bidder shall utilise the source 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 36.
- 19.3 Bidders shall not indicate details of their expected foreign currency requirements in the bid. Unless otherwise stated in the BDS, foreign currency requirements shall be indicated as a percentage of the bid price and shall be payable at the option of the bidder in up to three foreign currencies.
- 19.4 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 19.3

## **20. Bid Validity**

20.1 Bids shall remain valid until the date specified in the BDS or any extended date in accordance with ITB 20.2. 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.

20.2 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 a Bid Securing Declaration is requested in accordance with ITB Clause 21, 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.

## **21. Bid Security or Bid Securing Declaration**

21.1 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 the case of a Bid Security, in the amount and currency specified in the BDS.

21.2 If a bid security is specified pursuant to ITB 21.1, 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 shall not be accepted.

21.3 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.

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

21.5 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.

21.6 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.

21.7 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; or

- b. If the successful bidder fails to:
  - i. Sign the contract in accordance with ITB 45.1;
  - ii. Furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48.2.

## **22. Alternative Bids**

- 22.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternative bids shall not be considered unless they are permitted in the BDS.
- 22.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements (SORs), but must-
- a. Meet the objectives and/or performance requirements prescribed in the SORS;
  - b. Be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document;
  - c. Provide all information necessary for a complete evaluation of the alternative by the PDE, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details; and
  - d. Clearly state the benefits of the alternative bid over any solution which conforms precisely to the SORS, in terms of technical performance, price, operating costs or any other benefit.
- 22.3 A bidder may submit both a main bid which conforms precisely to the SORS and an alternative bid.
- 22.4 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 BS or BSD, if so required. Such bids shall be labelled “Main Bid” and “Alternative Bid”.
- 22.5 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 SORS.

## **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 15 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 signed by the bidder in the event that he or she is a physical person personally submitting the bid and in any other event 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 with the competent authority and if signed outside Uganda,

shall be notarized. The Power of Attorney shall be submitted in 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 un-amended printed literature, shall be signed or initialled by the person authorized to sign the bid.

- 23.3 The bid shall contain no alterations or additions, except those to comply with instructions issued by the PDE, in which case such 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 are not be so authorized as provided under this ITB, shall be taken as not properly authorized and shall be disqualified.
- 23.6 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## **D. Submission and Opening of Bids**

### **24. Sealing and Marking of Bids**

- 24.1 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.
- 24.2 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 24.1;
  - 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
- 24.3 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.

### **25. Deadline for Submission of Bids**

- 25.1 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.
- 25.2 The PDE may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB 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.

## **26. Late Bids**

26.1 The PDE shall not consider any bid that arrives after the deadline for submission of bids. 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.

## **27. Withdrawal and Replacement of Bids**

27.1 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 23.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- a. Submitted in accordance with ITB 24 and 25 (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 25.

27.2 The PDU shall verify that the withdrawal is by the bidder or the bidder’s representative.

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

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

27.4 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.

## **28. Bid Opening**

28.1 The PDE shall conduct the bid opening in the presence of bidders’ designated representatives who choose to attend, and 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 25.1 shall be as specified in the BDS.

28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope 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.

28.3 All other envelopes including those marked “REPLACEMENT” shall be opened and the relevant details read out. Replacement bids shall be recorded as such on the record of the bid opening.

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

- 28.5 All other envelopes 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 26.
- 28.6 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 a 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.
- 28.7 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 original in the custody of the Accounting Officer.

## **E. Evaluation of Bids**

### **29. Confidentiality**

- 29.1 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.
- 29.2 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.
- 29.3 Notwithstanding ITB 29.2, 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

### **30. Evaluation of Bids**

- 30.1 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.
- 30.2 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.

### **31. Clarification and Changes to Bids**

- 31.1 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 prices 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 33.

31.2 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.

### **32. Compliance and Responsiveness of Bids**

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

32.2 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 any substantial way the scope, quality, or performance of the works specified in the contract; or
- 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 unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

32.3 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.

### **33. Nonconformities, and Omissions**

33.1 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.

33.2 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.

33.3 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.

#### **34. Financial Comparison of Bids**

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

34.2 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.

34.3 To financially compare bids, the PDE shall:

- a. Correct any non-conformity or omission;
- b. Apply any discounts offered in accordance with ITB 18;
- c. Make adjustments for any deviation that is not a material deviation in accordance with ITB 33;
- d. Convert all bids to a single currency in accordance with ITB 19;
- e. Apply any margin of preference, where applicable;
- f. Determine the total evaluated price of each bid.

#### **35. Abnormally Low Bids**

35.1 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.

35.2 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 bidding document.

35.3 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.

#### **36. Unbalanced and/or Front-loaded bids**

36.1 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.

36.2 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 Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods, schedule proposed and any other requirements of the bidding document.

- 36.3 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. Agree on a payment mode that eliminates the inherent risk of the PDE paying too much for undelivered works; or
  - c. Reject the bid.
- 36.4 The PDE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and 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.
- 36.5 The estimated effect of any price adjustment conditions under Clause 57 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.

### **37. Margin of Preference**

- 37.1 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.
- 37.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- a. **Group A:** Bids from contractors incorporated or registered in Uganda with 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 JVs registered in Uganda and including a contractor 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).
- 37.3 Bidders claiming eligibility for a margin of preference must complete the declarations in the Bid Submission Sheet and shall provide the following documentary evidence of their eligibility:
- a. National Identity Card or copies of bio-data passport pages to establish the nationality of the bidder or shareholder;
  - b. The relevant company forms or their equivalent indicating the shareholding percentages.

### **38. Post-qualification Evaluation**

- 38.1 The Evaluation Committee 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.

- 38.2 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.
- 38.3 Post-qualification shall be conducted in accordance with the provisions of the bidding document.

### **39. Determination of Best Evaluated Bid**

- 39.1 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.

## **F. Award of Contract**

### **40. Award Procedure and Notice of Best Evaluated Bidder**

- 40.1 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.
- 40.2 Negotiations may be held with the bidder before award of the contract.
- 40.3 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.

### **41. PDE's Right to Reject Bids or Cancel the Bidding Process**

- 41.1 The PDE reserves the right to reject any 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.

### **42. Signing of the Contract**

- 42.1 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.

### **43. Effectiveness of the Contract**

- 43.1 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.

- 43.2 Effectiveness of the contract shall be subject to submission of a satisfactory performance security where applicable and any other conditions specified in the contract.
- 43.3 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.

#### **44. Debriefing of Bidders**

- 44.1 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.

#### **45. Performance Security or Performance Securing Declaration and Environmental and Social Performance Security**

- 45.1 Within twenty-one (21) calendar days after signing of the contract, the successful bidder shall where applicable, furnish to the PDE a Performance Security or Performance Securing Declaration 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 or insurance bond as stipulated in Section 9, denominated in the type and proportions of the currencies of the contract. The Performance Security shall be issued by a Bank or insurance company located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda.
- 45.2 Failure of the successful bidder to submit the above-mentioned Performance Security or Performance Securing Declaration 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 bidder whose bid was evaluated at the financial comparison stage provided it is still valid.
- 45.3 Where a provider is required to provide a Performance Security or Performance Securing Declaration, a bid security from that provider shall not be released until a satisfactory Performance Security or Performance Securing Declaration is received and verified by the PDE.

#### **46. Administrative Review**

- 46.1 A bidder may seek administrative review for any omission or breach by the PDE in accordance with the Public Procurement and Disposal of Public Assets Act, Cap 205, Regulations and guidelines made thereunder.
- 46.2 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 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
<b>A.</b>	
<b>ITB 1.1</b>	<b>Scope of bid</b> The Procuring and Disposing Entity (PDE) is: <b>GAYAZA HIGH SCHOOL</b>
<b>ITB 1.1</b>	<b>The works</b> <b>CONSTRUCTION OF A NEW CLASSROOM COMPLEX AT GHS PHASE 1</b>
<b>ITB 1.1</b>	The Procurement Reference Number is: <b>GHS/WRKS/2026/00002</b>
<b>ITB 1.1</b>	<b>Lots</b> The number and identification of lots comprising this bidding document is: N.A The minimum and maximum number of lots a bidder may bid for is N.A
<b>ITB 6</b>	In the case of Bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
<b>ITB 9.3</b>	<b>Site visit and pre-bid meeting</b> The PDE <b>shall be</b> holding a pre-bid meeting There will be a pre-bid meeting and Site Visit; At Gayaza High School on 13 <sup>th</sup> March, 2026 at Gayaza High School at 10:00am.
<b>ITB 9.5</b>	Site visit <b>shall be</b> a mandatory requirement. A site inspection certificate will be issued to providers with proof of site inspection which will form part of preliminary evaluation.
<b>ITB 10</b>	<b>Preference scheme</b> A margin of preference shall not apply
<b>ITB 11</b>	<b>Reservation Scheme</b> Reservation Scheme shall apply: Reserved for National Providers.

Instructions to Bidders Reference	Data relevant to the ITB
<b>B. Bidding Document</b>	
<b>ITB 13.1</b>	<p><b>Clarifications of bidding documents</b>  For clarification purposes only, the PDE's address is:  Attention: Head Procurement and Disposal Unit  Gayaza High School, Gayaza High School P.O. Box 7029. Kampala Uganda  Street Address: Gayaza - Ziobwe Road, Kabanyoro  Floor/Room number: PDU Offices  Town/City: Wakiso  Country: Uganda  Telephone: 256- 772 766364  Facsimile number:  Electronic mail address: <a href="mailto:procurement@gavazahs.sc.ug">procurement@gavazahs.sc.ug</a></p>
<b>ITB 13.1</b>	<p>The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than seven days prior to the deadline for submission of Bids.</p>
<b>C. Preparation of bids</b>	
<b>ITB 16.1(a)</b>	<p><b>Documents comprising the bid</b>  The Bidder shall submit with its bid the following additional documents:</p> <ul style="list-style-type: none"> <li>i) General receipt (original)</li> <li>ii) A copy of the bidder's Valid Trading Licence</li> <li>iii) A copy of the Bidder's certificate of Registration</li> <li>iv) Valid Income Tax clearance certificate specific for this assignment addressed to Gayaza High School</li> <li>vi) Audited Accounts for the last five years (2021, 2022, 2023, 2024 &amp; 2025) from an audit firm registered with ICPAU.</li> <li>viii) Articles/memorandum of Association</li> <li>ix) Registered Powers of Attorney specific to this assignment.</li> <li>x) Certificates of Completion for Completed works; Contract Agreements and Certificates of Completion must be provided to demonstrate Specific Experience.</li> <li>xi) Copy of a valid NSSF certificate.</li> </ul> <p><b>Code of Conduct (ESHS)</b>  The bidder shall submit its Code of Conduct that will apply to contractor's personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p>

	<p>In addition, the bidder shall detail 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.</p> <p>The contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p>
	<p>The bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <p><b>[Note: insert name of plan and specific risk/s] ;</b></p> <ul style="list-style-type: none"> <li>• Traffic Management Plan to ensure safety of local communities from construction traffic;</li> <li>• Water Resource Protection Plan to prevent contamination of drinking water;</li> <li>• Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;</li> <li>• Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit;</li> <li>• Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.</li> </ul> <p>The contractor shall be required to submit for approval, and subsequently implement, the contractor's Environment and Social Management Plan (C-ESMP), in accordance with the General Conditions of Contract, that includes the agreed Management Strategies and Implementation Plans described here.</p>
<b>ITB 19.1</b>	<b>Currencies of bid and Payment; Uganda Shillings Only</b> Quoting in other currencies <b>shall not</b> be allowed.
<b>ITB 19.2</b>	The Authority for specifying rates of exchange shall be the Bank of Uganda. N/A
<b>ITB 19.3</b>	Foreign currency requirements <b>shall not</b> be payable in different foreign currencies N/A
<b>ITB 20.1</b>	<b>Bid Validity</b> Validity Period: Bids shall be valid until; <b>26<sup>th</sup> June, 2026.</b>
<b>ITB 21.1</b>	A Bid Security <i>shall</i> be required in the form of an Unconditional Bank Guarantee.
<b>ITB 21.2</b>	Where a Bid Security is required, "The amount and currency of the Bid Security shall be <b>UGX: 67,400,000 (Uganda Shillings Sixty-Seven Million, Four Hundred Thousand only)</b> . in the form of an Unconditional Bank Guarantee.
<b>ITB 21.3</b>	The Bid Security shall be valid until; <b>31<sup>st</sup> July, 2026.</b>
<b>ITB 22.1</b>	<b>Alternative bids</b> Alternative bids to the requirements of the bidding documents <i>N/A</i>
<b>ITB 23.1</b>	<b>Format and signing of bid: The bid shall be signed by the person/s with the Powers of Attorney.</b>

Instructions to Bidders Reference	Data relevant to the ITB
<b>D. Submission and Opening of bids</b>	
<b>ITB 24.1</b>	<p><b>Bid Submission;</b>  Head Procurement and Disposal Unit  Gayaza High School, Gayaza High School P.O. Box 7029. Kampala Uganda  Street Address: Gayaza - Ziobwe Road, Kabanyoro  Floor/Room number: PDU Offices  Town/City: Wakiso  Country: Uganda  The deadline for bid submission shall be <b>27<sup>th</sup> March, 2026</b> at the above-mentioned address  Time (local time): <b>11:00 am</b></p>
<b>ITB 25.1</b>	<p><b>Bid submission deadline;</b>  Head Procurement and Disposal Unit  Gayaza High School, Gayaza High School P.O. Box 7029. Kampala Uganda  Street Address: Gayaza - Ziobwe Road, Kabanyoro  Floor/Room number: PDU Offices  Town/City: Wakiso  Country: Uganda  The deadline for bid submission shall be <b>27<sup>th</sup> March, 2026</b> at the above-mentioned address  Time (local time): <b>11:00 am</b></p>
<b>ITB 28.1</b>	<p><b>Bid Opening</b>  Head Procurement and Disposal Unit  Gayaza High School, Gayaza High School P.O. Box 7029. Kampala Uganda  Street Address: Gayaza - Ziobwe Road, Kabanyoro  Floor/Room number: PDU Offices  Town/City: Wakiso  Country: Uganda  The deadline for bid submission shall be <b>27<sup>th</sup> March, 2026</b> at the above-mentioned address  Time (local time): <b>11:30 am</b></p>

<b>Instructions to Bidders Reference</b>	<b>Data relevant to the ITB</b>
<b>ITB 36.1</b>	<b>Currency</b> The currency for evaluation of bids shall be UGX only
<b>E. Evaluation of bids</b>	
<b>ITB 40.1</b>	<b>Margin of Preference</b> A margin of preference shall not apply.
<b>ITB 40.3</b>	The bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: a. National Identification Card or Passport b. Trading License. c. Certificate of Incorporation d. Company Form 20 e. Proof of manufacturing/assembling plant in Uganda; and f. Any other document
<b>ITB 42.1</b>	The Advance Payment shall be given of no more than or up to 30% of the contract value. This Payment shall be in the same currencies and proportions as the Advance Payment Guarantee.
<b>ITB 43.1</b>	The Adjudicator proposed by the Employer is: The Dispute settlement shall be through use mediation rules 2013 of Uganda. Failure at mediation leads to court of law for settlement.  The hourly fee for this proposed Adjudicator shall be N/A The biographical data of the proposed Adjudicator is: N/A
<b>ITB 46.1</b>	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security of 2%.
<b>F. Award of Contracts</b>	
<b>ITB 48.1</b>	Performance Security of 3% and Environmental and Social Performance Security 2%.  The successful bidder shall be required to submit a Performance Security and an Environmental and Social (ES) Performance Security.

# Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: GHS/WRKS/2026/00003

## G. Evaluation Methodology

### 1. Methodology Used

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

### 2. Summary of Methodology

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; and
  - d. Post qualification to determine the best evaluated bid and verify that the best evaluated bidder has the capacity and resources to effectively execute the work.
2. 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 detailed evaluation stage.

## A. Preliminary Examination Criteria

### 3. Eligibility Criteria

1. The eligibility requirements shall be determined in accordance with ITB Clause 4; and
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 certificate of registration issued by the Authority or for bidders not currently registered with the Authority; a copy of the bidder's trading license or equivalent and a copy of the bidder's certificate of registration/incorporation or equivalent;
- b. Tax Clearance Certificate or its equivalent; and
- c. Social Security Contribution Certificate or its equivalent.

#### **For JVs:**

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;
- iii. In the event that the bid is successful, the contract shall be executed in the name of the JV and the authorized representative shall sign the contract agreement; and
- iv. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms.

#### **4. Administrative Compliance Criteria**

1. The evaluation of Administrative Compliance criteria shall be conducted in accordance with ITB Clause 34.2 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;
  - b. Beneficial ownership form;
  - c. Price Schedule, Activity Schedule;
  - d. Bid Security in accordance with ITB 21;
  - e. The Code of Ethical Conduct for Bidders and Providers;
  - f. ESHS Code of Conduct for Contractor's personnel; and
  - g. 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
  - h. For JV: a Power of Attorney signed by each of the parties authorizing a representative to conduct all business for and on behalf of the JV during the bidding process, contract signature and contract execution which if drawn and signed in Uganda shall be registered with the competent authority and if drawn and signed outside Uganda, shall be notarized.

## **B. Detailed Technical Evaluation Criteria**

#### **5. Assessment of Responsiveness**

1. The assessment of responsiveness will consider the following criteria:
  - a. Acceptance of the conditions of the proposed contract. (Endorse and re-submit copies of Special and General Conditions of contract).
  - b. Acceptable completion schedule of 24 months from the date of commencement.
  - c. Acceptability of the proposed program (work method and schedule), including relevant drawings and charts; and
  - d. Acceptable Environmental Social Management Plan.

#### **6. Mobilization**

Evaluation of the responsiveness of the bid to the technical requirements will include an assessment of the bidder's capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Statement of Requirements).

## **Part 1: Section 3 Evaluation Methodology and Criteria**

### **1. Personnel and Equipment**

#### **6.1 Personnel and Equipment**

##### **A. Personnel**

The bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms

### Part 1: Section 3 Evaluation Methodology and Criteria

S/N.	Position	NO.	Keys qualifications	General Experience (years)	In Similar Works Experience (years)
1.	Contracts Manager	1	Degree in either Building or Civil Engineering or Architecture or an Equivalent/related field.  Should have experience in works of an equivalent or similar nature in value, scope and complexity.  Should have experience of not less than 3 years as Contracts Manager.	8	5
2.	Site Engineer	1	Bachelor's Degree in Civil and Building Engineering and must be a registered Engineer with Engineers Registration Board Or by recognized international competent authority and having a valid practicing license	8	5
3.	Quantity Surveyor	1	Bachelor's Degree in Quantity Surveying or Building Economics. Registered with the Surveyors Registration Board of Uganda and having a valid practicing license	8	5
4.	Health and Safety Expert	1	Bachelor's Degree in Sciences, Physical Sciences or related discipline with post graduate training in HSE or equivalent.	8	5
5.	Environmentalist	1	Bachelor's Degree in Environmental Engineering or Sciences, Physical Sciences or related discipline with post graduate training in the environmental field. Registration with NEMA or other relevant	8	5

**Part 1: Section 3 Evaluation Methodology and Criteria**

			body and having a valid practicing license will be an added advantage.		
6.	Sociologist	1	Bachelor's Degree in Social Sciences or related discipline with post graduate training in sociology or equivalent.	8	5
7.	Mechanical Engineer	1	Degree in Mechanical Engineering or Equivalent/related field. Registered with the Engineers Registration Board and having a valid practicing license.	8	5
8	Electrical Engineer	1	Degree in Electrical Engineering or Equivalent/related field. Registered with the Engineers Registration Board and having a valid practicing license.	8	5
9	Mechanical Technician	1	Higher National Diploma in Mechanical Engineering	8	5
10	Electrical Technician	1	Higher National Diploma in Electrical Engineering	8	5
11	Site Foreman	1	Higher National Diploma in Building and Civil Engineering	8	5

## Part 1: Section 3 Evaluation Methodology and Criteria

### B. Equipment

The bidder must demonstrate that it shall have access to the key equipment listed hereafter (either by ownership, lease, hire): Attach documentary evidence of ownership, lease, hire such as registration books, agreements or memoranda or purchase order).

No.	Equipment Type and Characteristics	Minimum Number required
1	Hydraulic Excavator	1
2	Dump Trucks (10–20-ton capacity)	2
3	Porker Vibrators	2
4	Concrete Mixer (1-2m <sup>3</sup> )	2
5	Plate compactor	1
6	Welding set	1
7	Carpentry and Joinery Set	1
8	Block making diesel machine (with 3 mould box)	3
9	30 KVA Generator	1
10	Dumpy level/surveying equipment	1
11	Sets of Scaffolding	1000sq.m
12	Pick -up truck	1
13	Steel Drum Rollers, 5 tones	1
1	Concrete block making assembly	2

The bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4.

## 6.2 Qualification

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
6.2.1 <i>History of non-performing contracts</i>	Non-performance of a contract did not occur within the last <b>Five (05) years</b> prior to the deadline for application submission, based on all information on fully settled disputes or litigation.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form 5
6.2.2 <i>Pending Litigation</i>	All pending litigation shall in total not represent more than <b>Twenty percent (20%)</b> of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form 5A

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
				All partners combined		Each partner
6.2.3 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years <sup>1</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form 5B ESHS Performance Declaration

<sup>1</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Factor	Financial Situation and Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
6.2.4 <i>Historical Financial Performance</i>	Submission of audited accounts or other financial statements acceptable to the Employer, for the last <b>Five (05)</b> years to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form 6 and audited financial statements
6.2.5 <i>Average Annual Turnover</i>	Minimum average <b>annual construction turnover Uganda Shillings Fifteen Billion Only (Ushs 15,000,000,000)</b> of, calculated from total certified payments received for contracts in progress or completed, within the last <b>Five (5)</b> years	Must meet requirement	Must meet requirement	Must meet Fifty percent (50%) of the requirement	Must meet Seventy percent (70%) of the requirement	Form 7 and audited financial statements

Factor	Financial Situation and Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
6.2.6 <i>Financial Resources</i>	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</p> <p>(i) the following cash-flow requirement: <b>Uganda Shillings Five Billion</b> and</p> <p>(ii) the overall cash flow requirements for this contract and its concurrent commitments.</p>	Must meet requirement	Must meet requirement	Must meet <b>Fifty percent (50%)</b> of the requirement	Must meet <b>Seventy percent (70%)</b> of the requirement	Form 8 and line of credit

<i>Factor</i>	<i>Experience</i>					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Bidder</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
			<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>	
6.2.7 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last <b>five (5)</b> years prior to the bid submission deadline, and with activity in at least <b>(9)</b> months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form 9 and Certificates of Completion or Substantial Completion
6.2.8 Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in at least <b>Three (03)</b> contracts within the last <b>Three (03)</b> years, each with a value of at least <b>Uganda Shillings Six Billion Only (Ushs 6,000,000,000)</b> that have been successfully and substantially completed (at least 70 percent complete) and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 6, Statement of	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form 10 and Certificates of Completion or Substantial Completion

<i>Factor</i>	<b>Experience</b>					
<i>Sub-Factor</i>	<i>Criteria</i>					<i>Documentation Required</i>
	<i>Requirement</i>	<i>Bidder</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
		<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>		
	Requirements.					
6.2.9 Specific Experience	<p>For the above or other contracts executed during the period stipulated in 6.2.8(a) above, a minimum experience in the following key activities:</p> <p><b>(i)Excavation and Earthworks</b> – 2000cubic meters</p> <p><b>(ii)Reinforced Concrete- 1,500m<sup>3</sup></b> cubic meters</p> <p><b>(iii)Structural Steelwork</b> – 50,000 kilograms</p> <p>Gas reticulation: 60L</p> <p><b>Structural Steel roofing 500 LM</b></p>	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form 10 and copies of the contracts providing the scope of the works

Bidders shall also provide information and documentation of: -

- a. Authority to seek references from the bidder's bankers; and
- b. Proposals for subcontracting components of the works indicating the proposed subcontractors, the works to be subcontracted, and the experience of the subcontractor amounting to at least 30 percent of the contract price where the bidder is foreign except where the bidder is a national or resident provider.

**NOTE:**

Subcontractors' experience and resources will not be taken into account in determining the bidder's compliance with the evaluation criteria.

## **C. Financial Comparison Criteria**

### **7. Costs to be included in the Bid Price**

1. The financial comparison shall be conducted in accordance with ITB Clause 38 and following costs shall be included in the bid price:
  - a. The total price given in the Activity Schedule/Bills of Quantities;
  - b. Day works.
2. The following costs shall be excluded from the bid price:
  - a. Provisional sums;
  - b. The provision for contingencies in the Activity Schedule/Bills of Quantities.

### **8. Margin of Preference**

1. For margin of preference for the purpose of bid comparison, the following procedures will apply.
2. 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 40.2.
3. 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 above, for the purpose of further comparison only:

**A. For bids classified in Groups A and C**

A preference of seven (7) percent shall be added to the evaluated price of the bids in Group C

**B. For bids classified in Groups B and C:**

A preference of four (4) percent shall be added to the evaluated price of the bids in Group C.

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

## 9. Post Qualification

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 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.
  - c. 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 and certified bank statements.
2. To qualify for award of the contract, bidders shall meet the following minimum qualifying criteria:
    - a. Annual volume of works of at least 15,000,000,000Ugx Fifteen Billion Uganda Shillings Only
    - b. Experience as service provider in the provision of at least three works contracts of a nature and complexity equivalent to the Services over the last 5 years works contracts must be 70% complete
    - c. Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed
    - d. A contract manager with fifteen years’ experience in services of an equivalent nature and volume, including no less than twenty years as manager.
    - e. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than 5,000,000,000 Ugx Five Billion Uganda Shillings
  3. A consistent history of litigation or arbitration awards against the bidder or any member of a JV may result in **disqualification**.
  4. A bidder not meeting any of the above criteria shall be **rejected**.

## 10. Determination of the Best Evaluated Bid

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.
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. N/A

# Additional Evaluation Criteria (If applicable)

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

## 11. Multiple Contracts; N/A

If permitted under additional criteria, will be evaluated as follows:

1. Award Criteria for Multiple Contracts: N/A

### **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 or bidders 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.

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.

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 Works

1. 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 SORs and in accordance with ITB 22. N/A

## 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 (working and health conditions). This is more appropriate to services and works.

*[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

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*[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 Procuring and Disposing Entity]*

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding document, including Addenda No.: *[insert the number and issue date of each Addenda]* ;
- b. We offer to execute in conformity with the bidding document and in accordance with the completion schedule specified in the Statement of Requirements and the terms and conditions of the bidding document, the following works *[insert a brief description of the works]* ;
- c. The total price of our bid, excluding any discounts offered in item (d) below, is ..  
.....
- 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 Statement of Requirements to which it applies.]*

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

**Cross 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 for its application.]*

**Methodology of application of the cross discounts.** The cross 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 the date specified in ITB Sub-Clause 20.1 and it shall remain binding upon us and may be accepted at any time before that date;
- f. If our bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document in the amount of *[insert amount in words and figures of the Performance Security]* for the due performance of the contract;
- g. 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;
- h. 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 parties that comprise the bidder, if the bidder is a JV and the nationality of each subcontractor]* ;
- i. We are eligible for a Margin of Preference in accordance with ITB Clause 40 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 40;

- j. 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;
- k. 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;
- l. We, including any subcontractors, do not have any conflict of interest as stated in ITB 4.4 and are not associated, nor have been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or that is being proposed as project manager for the contract;
- m. We, 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;
- n. We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

**Signed:** *[signature of person whose name is shown below]*

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

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

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

**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			
<b>Full legal name of the Bidder</b>  (Company or Joint Venture)			
<b>Physical/Contact Address</b>			
<b>Name(s) of Beneficial Owner(s) of the Company/Joint Venture</b>	<b>Name(s):</b>	<b>Percentage Ownership</b>	<b>Gender (M/F)</b>
	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.”*

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

## **1. Compliance with Applicable Law**

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

## **2. Corruption**

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

## **3. Standards**

Bidders and providers shall-

- a. Strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- b. Comply with the professional standards if their industry or of any professional body of which they are members.

## **4. Conflict of interest**

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

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

## **5. Confidentiality and accuracy of information**

- a. Information given by bidders and providers in the course of a procurement and disposal process or the performance of the contracts shall be true, fair and not designed to mislead.
- b. Bidders and providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

## **6. Gifts and Hospitality**

Bidders and providers shall not offer gifts or extend hospitality directly or indirectly to staff of the PDE that might be viewed by the public as having an influence on their decisions.

## **7. Inducements**

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

## **8. Fraudulent Practices**

Bidders and providers shall not-

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

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

### ***Labor***

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

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

### ***Harassment***

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

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

### ***Non-discrimination***

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

## 10. Health and Safety Conduct

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

## 11. Environmental Policy

### *Environmental Conduct*

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

### *Pollution prevention and resource reduction*

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

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

-----  
AUTHORISED SIGNATORY

-----  
NAME OF BIDDER/PROVIDER

*[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, if so indicated in the BDS]*

## **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 Procuring and Disposing Entity]*

Whereas, *[insert complete name of bidder/JV]* (hereinafter called “the Bidder”) has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the works]*.

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 called “the Guarantor”) are bound unto *[insert complete name of PDE]* (hereinafter called “the Procuring and Disposing Entity (PDE)”) in the sum of *[specify in words and figures the amount and currency of the Bid Security]* for which the Guarantor binds itself, its successors or assignees to make payment to the PDE.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* ..... day of ..... *[insert month]* ..... , *[insert year]*.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified in the bid submission sheet or as provided in ITB Sub-Clause 21.3; or
2. If the bidder having been notified of the acceptance of its bid by the PDE during the period of bid validity fails or refuses to:
  - a. Sign the contract in accordance with the ITB Clause 46.1, if required; or
  - b. Furnish the Performance Security, in accordance with the ITB Clause 48.2, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”).

We undertake to pay to the PDE up to the above amount upon receipt of its first written demand, without the PDE’s 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 *[insert date, (day, month and year) in accordance with ITB Clause 21.3]* 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, except that sub - article 15 (a) is hereby excluded.

**Signed:** *[insert signature of person whose name is shown below]*

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

**In the capacity of** *[insert designation of person signing the Bid Security]*

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

**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; N/A

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

**Subject of procurement and Ref number.:** *[insert reference number of procurement process]*

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

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

I/We\* understand that, according to the conditions of the bidding document, bids must be supported by a Bid Securing Declaration valid until the date indicated in the Bid Data Sheet (BDS).

I/We\* accept that I/we\* may be suspended by the Authority from being eligible for bidding in any public procurement or disposal process if we are in breach of our obligations under the conditions in the bidding document, because we:

- a. Have withdrawn our bid during the period of bid validity specified by us in the bid Submission Sheet or as provided in ITB Sub-Clause 21.3; 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 sign the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB 48.2 or and, if required, the Environmental and Social (ES) Performance Security.

I/We\* understand this Bid Securing Declaration shall cease to be valid if I am/we are\* not the 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 is shown below]*

**In the capacity of** *[insert designation of person signing the Bid Securing Declaration]*

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

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

**Dated on**.....day of.....(month),.....(year) *[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.]*

***\*Please delete as appropriate***

# Technical Documentation

1. **Site Organization**
2. **Method Statement**
3. **Mobilization Schedule**
4. **Construction Schedule**
5. **Environmental and Social Management Plan**
6. **Code of Conduct for Contractor's Personnel**
7. *[Insert any other relevant documentation]*

## **Site Organization**

*Provide a detailed description/illustration of the proposed site organization in terms of personnel, offices, materials storage, workshops etc.*

# Method Statement

*Provide a detailed description of the proposed method statement to execute the works*

## **Mobilization Schedule**

*Provide a detailed description/illustration of the proposed mobilization schedule for materials, equipment, labor etc. including sources.*

# Construction Schedule

*Provide a detailed description/illustration of the proposed construction schedule.*

# Code of Conduct for Contractor’s Personnel Form

**Note to the bidder:**

**The minimum content of the Code of Conduct Form as set out by the employer shall not be substantially modified. However, the bidder may add requirements as appropriate, including to take into account contract-specific issues/risks.**

**The bidder shall initial and submit the Code of Conduct Form as part of its bid.**

We..... , [enter name of bidder] , undertake that once we are awarded the contract for..... [enter description of the works] to be carried out at [enter the site and other locations where the works will be carried out] shall implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, labourers and other employees at the works Site or other places where the works would be carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the works. All such persons are referred to as “**contractor’s personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all contractor’s personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

## **REQUIRED CONDUCT**

Contractor’s personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other contractor’s personnel and any other person;
3. Maintain a safe working environment including by:
  - a. Ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
  - b. Wearing required personal protective equipment;
  - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. Following applicable emergency operating procedures.

5. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
6. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
7. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other contractor's or employer's personnel;
8. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
9. Not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
10. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
11. Complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
12. Report violations of this Code of Conduct; and
13. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the employer, or who makes use of the [Project Grievance [Redress] Mechanism].

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the contractor's social expert with relevant experience in handling gender-based violence, or if such person is not required under the contract, another individual designated by the contractor to handle these matters*] in writing at this address.....[ ] or by telephone at [.....] or in person at [... ..] ; or
2. Call [... ..] to reach the contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the law.

Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

**FOR CONTRACTOR’S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact .....  
*[enter name of contractor’s contact person with relevant experience in handling gender-based violence]* requesting an explanation.

Name of contractor’s personnel *[insert name]* : .....  
.....

**Signature:**.....

**Date:** (day month year): :.....

Countersignature of authorized representative of the contractor:

**Signature:**\_Date: (day month year): :.....

## **Environmental and Social Management Plan**

- a. The bidder shall submit comprehensive and concise Environment Social Health and Safety Management Plan as required by ITB 16.1 (i) of the Bid Data Sheet. This plan shall describe in detail the actions and management processes etc. that will be implemented by the contractor, and its subcontractors.
- b. In developing these strategies and plans, the bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Statement of Requirements in Section 6.

# Qualification Forms

## Form 1 Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3: Evaluation Methodology and Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
	Duration of commitment for this position
2.	Title of position
	Name
	Duration of commitment for this position
3.	Title of position
	Name
	Duration of commitment for this position
4.	Title of position:
	Name
	Duration of commitment for this position
5.	Title of position: Environmental Officer
	Name
	Duration of commitment for this position
6.	Title of position: Social Development Officer
	Name
	Duration of commitment for this position
etc.	Title of position
	Name
	Duration of commitment for this position

## Form 2

# CV of Proposed Personnel

The bidder shall provide all the information requested below:

<b>Position</b>	
<b>Personnel Information</b>	Name <span style="float: right;">Date of birth</span>
	Professional qualifications
	Academic qualifications
<b>Present Employment</b>	Name of employer
	Address of employer
	Telephone <span style="float: right;">Contact (manager/personnel officer)</span>
	Fax <span style="float: right;">E-mail</span>
	Job title <span style="float: right;">Years with present employer</span>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Project	Role	Duration in Involvement	Relevance Experience
<i>[Date, Month and Year]</i>	<i>[Date, Month and Year]</i>	<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role i.e., Months and Years]</i>	<i>[describe the experience relevant to this position]</i>

## Declaration

I, the undersigned *[insert name of "key personnel"]* , certify that to the best of my knowledge and belief, the information in reference to my data contained in the forms for key personnel correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the bid:

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this contractor's key personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

1. Be taken into consideration during bid evaluation;
2. Result in my disqualification from participating in the procurement process.

**Name of Key Personnel:** *[insert name]*. .....

**Signature:** .....

**Date:** *(day, month, year)*:.....

**Counter signature of authorized representative of the bidder:** .....

**Signature:** .....

**Date:** *(day, month, year)*:.....

## Form 3 Forms for Equipment

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3: Evaluation Methodology and Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the bidder. The bidder shall provide all the information requested below, to the extent possible:

### Form 3

<b>Type of Equipment</b>		
<b>Equipment Information</b>	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
<b>Current Status</b>	Current location	
	Details of current commitments	
<b>Source</b>	Indicate source of the equipment  <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured  <i>(Attach evidence of ownership, lease or hire in the form of registration books, agreements or memoranda or purchaser order)</i>	

The following information shall be provided only for equipment not owned by the bidder.

### Form 3A

<b>Owner</b>	Name of owner	
	Address of owner	
	Telephone	Contact name and title
<b>Agreements</b>	Details of rental/lease/manufacture agreements specific to the project. (Attach evidence of lease or hire in the form of registration books, agreements or memoranda or purchaser order)	

# Form 4

## Bidder Information Sheet

**Date:** .....

**Procurement Reference Number:** .....

1. Bidder's Name <sup>3</sup> :
2. In case of JV, state name of each party in Form 4A
3. Bidder's Country of Registration/Incorporation <sup>4</sup> :
4. Bidder's Year of Registration/Incorporation <sup>5</sup> :
5. Bidder's Address in Country of Registration/Incorporation <sup>6</sup> :
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of:  <input type="checkbox"/> Certificate of Incorporation or Registration of firm named in 1, above. <input type="checkbox"/> In case of JV, the JV Agreement in case of government owned entity from the PDE's country, <input type="checkbox"/> Documents establishing legal capacity to contract.

<sup>3</sup> In case of JV, Fill in Form 4A

<sup>4</sup> In case of JV, Fill in Form 4A

<sup>5</sup> In case of JV, Fill in Form 4A

<sup>6</sup> In case of JV, Fill in Form 4A

# Form 4A

## Party to JV Information Sheet

Date: .....

Procurement Reference Number: .....

1. Legal Name of party to JV:
2. Country of Registration of party to JV:
3. Year of Registration of party to JV:
4. Legal Address in Country of Registration for party to JV:
6. Authorized Representative Information for party to JV Name: Address: Telephone/Fax numbers: Email Address:
Attached are copies of original documents of: <input type="checkbox"/> Certificate of Incorporation or Registration of firm named in 1, above. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal capacity to contract.

# Form 5

## Historical Contract Non-Performance

**Bidder's Name:** .....

**Date:** .....

**JV Partner Names: Procurement Reference No.:** .....

<b>Non-performing contracts in accordance with the Technical Criteria</b>			
<ul style="list-style-type: none"> <li>• Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.</li> <li>• Contract non-performance during the stipulated period, in accordance with Sub-Factor 6.2.1 of Section III.</li> </ul>			
<b>Year</b>	<b>Outcome as Percent of Total Assets</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
		Contract Identification: ..... Name of employer: ..... Address of employer: ..... Matter in dispute: .....	

## Form 5A Pending Litigation

<b>Pending Litigation, in accordance with Section III</b>			
<ul style="list-style-type: none"> <li>• No pending litigation in accordance with Sub-Factor 6.2.2 of Section III</li> <li>• Pending litigation in accordance with Sub-Factor 6.2.2 of Section III, as indicated below</li> </ul>			
<b>Year</b>	<b>Outcome as Percent of Total Assets</b>	<b>Contract Identification</b>	<b>Total Contract Amount</b>
		Contract Identification: Name of employer: Address of employer: Matter in dispute:	
		Contract Identification: Name of employer: Address of employer: Matter in dispute:	
		Contract Identification: Name of employer: Address of employer: Matter in dispute:	

# Form 5 B

## Environmental, Social, Health and Safety Performance Declaration

<b>Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements</b>			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 6.2.3. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (value, currency, exchange rate and UGX equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<i>Contract Identification: [indicate complete contract name/number, and any other identification]</i> <i>Name of employer: [insert full name]</i> <i>Address of employer: [insert street/city/country]</i> <i>Reason(s) for suspension or termination: [indicate main reason(s)]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<i>Contract Identification: [indicate complete contract name/number, and any other identification]</i> <i>Name of employer: [insert full name]</i> <i>Address of employer: [insert street/city/country]</i> <i>Reason(s) for suspension or termination: [indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

**Performance Security called by an employer(s) for reasons related to ESHS Performance**

<b>Year</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and UGX equivalent)</b>
<i>[insert year]</i>	<i>Contract Identification: [indicate complete contract name/number, and any other identification]</i>  <i>Name of employer: [insert full name]</i>  <i>Address of employer: [insert street/city/country]</i>  <i>Reason(s) for calling of performance security: [indicate main reason(s)]</i>	<i>[insert amount]</i>

# Form 6

## Current Contract Commitments/Works in Progress

*[The following table shall be filled in for the bidder, each member of a Joint Venture]*

**Bidder's Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

**Joint Venture Member's Name:** *[insert full name]*

**Proc. Reference No:** *[insert Reference Number]*

*[Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued].*

Name of contract	Employer, contact address/tel/fax	Value of outstanding work	Estimated completion date	Average monthly invoicing over last six months(UGX/month)
1.				
2.				
3.				
4.				
5.				
etc.				

# Form 6 A Financial Situation Historical Financial Performance

**Bidder's Name:**..... **Date:** .....

**JV Partner Legal Name:** .....

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

To be completed by the bidder and, if JV, by each partner

Financial information in UGX equivalent	Historic information for previous ( ..... ) years (UGX equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
<b>Total Assets (TA)</b>							
<b>Total Liabilities (TL)</b>							
<b>Net Worth (NW)</b>							
<b>Current Assets (CA)</b>							
<b>Current Liabilities (CL)</b>							
<b>Information from Income Statement</b>							
<b>Total Revenue (TR)</b>							
<b>Profits Before Taxes (PBT)</b>							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the bidder or partner to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

# Form 7

## Average Annual Turnover

**Bidder's Name:**..... **Date:** .....

**JV Name:** .....

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

<b>Annual turnover data (construction only)</b>		
<b>Year</b>	<b>Amount and Currency</b>	<b>UGX equivalent</b>
<b><i>*Average Annual Construction Turnover</i></b>		

*\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III, Sub-Factor 6.2.5, divided by that same number of years.*

## Form 8 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3: Evaluation Methodology and Criteria.

Source of financing	Amount (UGX equivalent)
1.	
2.	
3.	
4.	

# Form 9 Experience General Experience

**Bidder's Name:**..... **Date:** .....

**JV Name:** .....

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

Starting Month/ Year	Ending Month/ Year	Years*	Contract Identification	Role of bidder
			Contract name: Brief description of the works performed by the Bidder: Name of employer: Address:	
			Contract name: Brief description of the works performed by the Bidder: Name of employer: Address:	
			Contract name: Brief description of the works performed by the Bidder: Name of employer: Address:	
			Contract name: Brief description of the works performed by the Bidder: Name of employer: Address:	
			Contract name: Brief description of the works performed by the Bidder: Name of employer: Address:	
			Contract name: Brief description of the works performed by the Bidder: Name of employer: Address:	

*\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year*

## Form 10 Specific Experience

**Bidder's Name:**..... **Date:** .....

**JV Name:** .....

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

<b>Similar Contract Number:</b> <i>[insert specific number]</i> <b>of</b> <i>[insert total number of contracts required]</i> .	<b>Information</b>		
Contract Identification			
Award date Completion date			
Role in Contract	Contractor	Management Contractor	Subcontractor
Total contract amount			UGX
If partner in a JV or subcontractor, specify participation of total contract amount	%		UGX
Employer's Name:			
Address: Telephone/fax number:E-mail:			

## Form 10 A (cont.) Specific Experience (cont.)

**Bidder's Name:**..... **Date:** .....

**JV Name:** .....

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

Similar Contract No. <i>[insert specific number]</i> of <i>[insert total number of contracts]</i> required	Information
Description of the similarity in accordance with Sub-Factor 6.2.8a) of Section 3: Evaluation Methodology and Criteria.:	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

# FORM 10 A (b)

## Specific Experience in Key Activities

**Bidder's Name:**..... **Date:** .....

**JV Name:** .....

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

	Information		
Contract Identification			
Award date Completion date			
Role in Contract	Contractor	Management Contractor	Subcontractor
Total contract amount			
If partner in a JV, specify participation of total contract amount	%		
Employer's Name:			
Address: Telephone/fax number:E-mail:			

## Form 10 (b) (cont.) Specific Experience in Key Activities (cont.)

**Bidder's Name:**..... **Date:** .....

**JV Name:** .....

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

	Information
<b>Description of the key activities in accordance with Sub-Factor 6.2.9 b) of Section III:</b>	

We, the undersigned, declare that the information contained in and attached to these forms is true and accurate as of the date of bid submission:

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

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

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

Dated on ..... day of ....., ..... *[insert day/month/year of signing]*

## Section 5: Eligible Countries

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

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 supplies or related 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 Supplies from that country or any payments to persons or entities in that country.

# **PART 2: Statement of Requirements**

## **Section 6: Statement of Requirements**

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## **Scope of Works**

The works consist of: EGP

### **Technical Specifications:**

Refer to Volume 3– 4

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

*[The PDE shall use the services of suitably qualified environmental, social, health and safety specialists to prepare the specifications for ESHS.*

*The PDE shall attach or refer to the PDE's environmental, social, health and safety policies that will apply to the project. If these are not available, the PDE should use the guidance in the user guide in drafting an appropriate policy for the works].*

# Drawings

Refer to Volume 4– 4



# Activity Schedule

## Activity Schedule

The contractor shall submit a detailed activity schedule and completion schedule for the work.

**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/Joint Venture]*

Item number	Activity Description	Amount in Ug. Sh

**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/JV]*

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

# Bill of Quantities

**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/Joint Venture]*

Item number	Description of Works	Unit	Quantity	Rate	Amount
	<b>Grand Total:</b>				

**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/Joint Venture]*

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

# Completion Schedule

# Supplementary Information

# PART 3: Contract

## Section 7: General Conditions of Contract for the Procurement of Works

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# A. General

## 1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- a. “Activity Schedule” means the priced and completed Activity Schedule, forming part of the bid, which provides a breakdown of the contract price by work elements for a lump sum contract.
- b. “Adjudicator” is the person appointed jointly by the PDE and the contractor to resolve disputes in the first instance.
- c. “Admeasurement contract” means a contract under which the works are executed on the basis of agreed rates and prices in a Bill of Quantities and payment is made for the quantity of work actually executed.
- d. “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the bid, which provides the agreed rates and prices for payment for an Admeasurement contract.
- e. “Compensation Events” are those defined in Clause 54 hereunder.
- f. “Completion Date” is the date of completion of the works as certified by the project manager.
- g. “Contract” is the agreement between the PDE and the Contractor to execute, complete, and maintain the works.
- h. “Contractor” is a person or corporate body whose bid to carry out the works has been accepted by the PDE and is named as such in the Agreement, and means provider as defined in the Public Procurement and Disposal of Public Assets Act, Cap 205.
- i. “Contractor’s bid” is the bid submitted to the PDE by the contractor who signed the contract for the works.
- j. “Contract Manager” is the person appointed by the Accounting Officer from the user department or another PDE to manage the contract.
- k. “Contract price” is the price stated in the agreement and thereafter as adjusted in accordance with the provisions of the contract.
- l. “Days” are working days; “months” are calendar months.
- m. “Dayworks” are varied work inputs subject to payment on a time basis for the contractor’s employees and equipment, in addition to payments for associated materials and plant.
- n. “Defect” is any part of the works not completed in accordance with the contract.
- o. “Defects Liability Period” is the period calculated from the completion date, during which the contractor must rectify defects.
- p. “Drawings” include calculations and other information provided or approved by the project manager for the execution of the contract.
- q. “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
- r. “Equipment” is the contractor’s machinery and vehicles brought temporarily to the Site to construct the works.
- s. “Final completion certificate” is the certificate issued by the project manager upon completion of the works and rectification of defects by the contractor.
- t. “Procuring and Disposing Entity” is the party named in the agreement, who employs the

contractor to carry out the works and means Procuring and Disposing Entity (PDE) as defined in the Public Procurement and Disposal of Public Assets Act, Cap 205 .

- u. “GCC” means the General Conditions of Contract.
- v. “Initial contract price” is the contract price listed in the agreement.
- w. “Intended completion date” is the date on which it is intended that the contractor shall complete the works.
- x. “Lump sum contract” means a contract under which the works are executed for an all-inclusive fixed total amount, as defined in the Activity Schedule.
- y. “Materials” are all supplies, including consumables, used by the contractor for incorporation in the works.
- z. “Plant” is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.
- aa. “Project Manager” is the person named in the SCC (or any other competent person appointed by the PDE and notified to the contractor, to act as a representative of the contract manager) who is responsible for supervising the execution of the works and administering the contract.
- bb. “Provisional Sum” means a sum included in the contract and so designated in the Bill of Quantities or Activity Schedule for the provision of supplies, works or services or for contingencies to be expended for the execution of the works in whole or part at the direction of the Project Manager.
- cc. “SCC” means the Special Conditions of Contract.
- dd. “Site” means places where the permanent works are to be executed and to which plant and materials are to be delivered and in other places specified in the contract as forming part of the Site and as defined in the SCC.
- ee. “Site Investigation Reports” are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- ff. “Specification” means the specification of the works included in the contract and any modification or addition made or approved by the project manager.
- gg. “Start Date” is the latest date by when the contractor shall commence execution of the works and is specified in the SCC.
- hh. A “Subcontractor” is a person or corporate body who has a contract with the contractor to carry out a part of the work in the contract, which includes work on the site.
- ii. “Temporary works” are works designed, constructed, installed, and removed by the contractor that are needed for construction or installation of the works.
- jj. “Variation” is an instruction given by the Project Manager which varies the works.
- kk. “Works” are what the contract requires the contractor to construct, install, and hand over to the PDE, as defined in the SCC.
- ll. “Written” or “in writing” means type-written, printed or electronically made, and resulting in a permanent record.

## **1. Contract Documents**

- 1.1 The documents forming the contract shall be interpreted in the following order of priority:
  - a. Agreement;
  - b. Special Conditions of Contract;

- c. General Conditions of Contract;
- d. Scope of Works;
- e. Drawings;

- f. Bill of Quantities or Activity Schedule, as appropriate;
  - g. Contractor's bid and any changes agreed to by the parties; and
  - h. Any other document listed in the SCC as forming part of the contract.
- 1.2 Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 1.3 If the context so requires it, singular means plural and vice versa.
- 1.4 **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.
- 1.5 **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 authorised representative of each party thereto.
- 1.6 **Non-waiver**
  - a. Subject to GCC Sub-Clause 32.4(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 authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 1.7 **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.
- 1.8 These General Conditions of Contract shall apply in their entirety, except where alternative options are specified for different types of contracts. Where alternative options are specified:
  - a. Option 1 shall apply to admeasurement contracts; and
  - b. Option 2 shall apply to lump sum contracts.
- 1.9 For purposes of interpreting these conditions of contract, the type of contract is as specified in the SCC.
- 1.10 If sectional completion is specified in the SCC, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any Section of the works (other than references to the completion date and intended completion date for the whole of the works).

## **2. Language**

- 2.1 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. 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.
- 2.2 The provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **3. Joint Venture (JV)**

- 3.1 Where 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 authorized representative to bind the JV. The composition or the constitution of the JV, shall not be altered without the prior consent of the PDE.

## **4. Eligibility**

- 4.1 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.

## **5. Notices**

- 5.1 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.
- 5.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 5.3 A party may change its address for notice hereunder by giving the other party notice of such change.

## **6. Governing Law**

- 6.1 The contract shall be governed by and interpreted in accordance with the laws of Uganda.

## **7. Scope of the Works**

- 7.1 The works and related services to be provided shall be as specified in the Statement of Requirements and other provisions of the contract.

## **8. Project Manager’s Decisions**

- 8.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the PDE and the contractor in the role representing the PDE.

8.2 The Project Manager will obtain the PDE's approval for any of the decisions specified in the SCC.

## **9. Delegation**

9.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the adjudicator, after notifying the contractor in writing, and may cancel any delegation after notifying the contractor.

## **10. Subcontracting**

10.1 Unless otherwise specified in the SCC, the contractor may subcontract with the approval of the Project Manager, but shall not subcontract all the works. Subcontracting shall not alter the contractor's obligations.

10.2 Any further conditions relating to subcontracting shall be as specified in the SCC.

10.3 The contractor shall not assign the contract without approval of the PDE in writing.

## **11. Other Contractors**

11.1 The contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the PDE between the dates given in the Schedule of Other contractors, if such Schedule is specified in the SCC. The contractor shall also provide facilities and services for them as described in the Schedule. The PDE may modify the schedule of other contractors, and shall notify the contractor of any such modification.

## **12. Contractor's Personnel**

12.1 If the Schedule of key personnel is specified in the SCC, the contractor shall employ the key personnel named in the Schedule, or other personnel approved by the Project Manager, to carry out the functions stated in the Schedule. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

12.2 The Project Manager may require the contractor to remove (or cause to be removed) any person employed on the site or works, including the contractor's representative if applicable, who:

- a. Persists in any misconduct or lack of care; or
- b. Carries out duties incompetently or negligently; or
- c. Fails to conform with any provisions of the contract; or
- d. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment; or
- e. Based on reasonable evidence, is determined to have engaged in fraud and corruption during the execution of the works; or
- f. Undertakes behaviour which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence (GBV), sexual exploitation or abuse, illicit activity or crime)."

12.3 The contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The contractor shall then appoint (or cause to be appointed) a suitable replacement person.

### **13. PDE's and Contractor's Risks**

13.1 The PDE carries the risks which the contract states are PDE's risks, and the contractor carries the risks which the contract states are contractor's risks.

### **14. PDE's Risks**

14.1 From the start date until the defects correction certificate has been issued, the following are PDE's risks:

- a. The risk of personal injury, death, or loss of or damage to property (excluding the works, plant, materials, and equipment), which are due to:
  - i. Use or occupation of the site by the works or for the purpose of the works, which is the unavoidable result of the works; or
  - ii. Negligence, breach of statutory duty, or interference with any legal right by the PDE or by any person employed by or contracted to him except the contractor.
- b. The risk of damage to the works, plant, materials, and equipment to the extent that it is due to a fault of the PDE or in the PDE's design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.

14.2 From the completion date until the final completion certificate has been issued, the risk of loss of or damage to the works, plant, and materials is a PDE's risk except loss or damage due to:

- a. A defect which existed on the completion date;
- b. An event occurring before the completion date, which was not itself an PDE's risk; or
- c. The activities of the contractor on the site after the completion date.

### **15. Contractor's Risks**

15.1 From the start date until the final completion certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the works, plant, materials, and equipment) which are not the PDE's risks are the contractor's risks.

### **16. Insurance**

16.1 The contractor shall provide, in the joint names of the PDE and the contractor, insurance cover from the start date to the end of the defect's liability period, in the amounts and deductibles stated in the SCC for the following events which are due to the contractor's risks:

- a. Loss of or damage to the works, plant, and materials;
- b. Loss of or damage to equipment;
- c. Loss of or damage to property (except the works, plant, materials, and equipment) in connection with the contract; and
- d. Personal injury or death.

16.2 Policies and certificates for insurance shall be delivered by the contractor to the project manager for the project manager's approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

16.3 If the contractor does not provide any of the policies and certificates required, the PDE may effect

the insurance which the contractor should have provided and recover the premiums the PDE has

paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

16.4 Alterations to the terms of an insurance shall not be made without the approval of the project manager.

18.6 Both parties shall comply with any conditions of the insurance policies.

## **17. Site Investigation Reports**

17.1 The contractor, in preparing the bid, shall rely on any Site investigation reports referred to in the SCC, supplemented by any information available to the bidder.

## **18. Queries About the Special Conditions of Contract**

18.1 The Project Manager will clarify queries on the SCC.

## **19. Contractor to Construct the Works**

19.1 The contractor shall construct and install the works in accordance with the specifications and drawings.

## **20. Works to be Completed by the Intended Completion Date**

20.1 The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor, as updated with the approval of the project manager, and complete them by the intended completion date specified in the SCC.

## **21. Approval by the Project Manager**

21.1 All drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the project manager before use.

21.2 The contractor shall be responsible for design of temporary works and shall submit specifications and drawings showing the proposed temporary works to the project manager. The project manager shall approve such specification and drawing if they comply with the specifications and drawings in the Statement of Requirements.

21.3 The project manager's approval shall not alter the contractor's responsibility for design of the temporary works.

21.4 The contractor shall obtain approval of third parties to the design of the temporary works, where required.

## **22. Safety and Safety Procedures**

22.1 The contractor shall be responsible for the safety of all activities on the site.

22.2 The contractor shall ensure the safety procedures:

- a. Comply with all applicable safety regulations;
- b. Take care for the safety of all persons entitled to be on the Site;

- c. Use reasonable efforts to keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons;
- d. Provide fencing, lighting, guarding and watching of the works until completion and taking over; and
- e. Provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land.

## **23. Discoveries**

- 23.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the PDE. The contractor shall notify the project manager of such discoveries and carry out the project manager's instructions for dealing with them.

## **24. Possession of the Site**

- 24.1 The PDE shall give possession of all parts of the site to the contractor. If possession of a part is not given by the date stated in the SCC, the PDE will be deemed to have delayed the start of the relevant activities, and this will be a compensation event.

## **25. Access to the Site**

- 25.1 The contractor shall allow the Project Manager and any person authorised by the project manager access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out.

## **26. Contractor's Equipment**

- 26.1 The contractor shall be responsible for all contractor's equipment. When brought on to the site, contractor's equipment shall be deemed to be exclusively intended for the execution of the works. The contractor shall not remove from the site any major items of contractor's equipment without the consent of the project manager. However, consent shall not be required for vehicles transporting goods or contractor's personnel off site.

## **27. Protection of the Environment**

- 27.1 The contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The contractor shall ensure that emissions, surface discharges and effluent from the contractor's activities shall not exceed the values stated in the specifications or prescribed by applicable laws.

## **28. Prohibition of Harmful Child Work**

- 28.1 The contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Children below the age of 18 years shall not be employed in dangerous work.

## **29. Health and Safety**

- 29.1 The contractor shall at all times take all reasonable precautions to maintain the health and safety

of the contractor's personnel. The contractor shall appoint an accident prevention officer at the

site, responsible for maintaining safety and protection against accidents. The contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the project manager may reasonably require.

- 29.2 The contractor shall conduct HIV/AIDS awareness programmes to reduce the risk of the transfer of the HIV between and among the contractor's personnel and the local community, to promote early diagnosis and to assist affected individuals. The contractor shall throughout the contract conduct information, education and communication (IEC) campaigns, at least every six months, addressed to all the site staff and labourers (including all the contractor's employees, all subcontractors and any other contractor's or PDE's personnel employees, and all truck drivers and crew making deliveries to site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS.

### **30. Instructions, Inspection and Audits**

- 30.1 The contractor shall carry out all instructions of the project manager which comply with the applicable laws where the site is located.
- 30.2 The contractor shall at all reasonable times allow personnel from PDE to have full access to all parts of the site and to all places from which natural materials are being obtained, and during production, manufacture and construction (at the site and elsewhere), to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of plant and production and manufacture of materials.
- 30.3 The contractor shall permit the Government of Uganda personnel to inspect the contractor's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government, if so required by the Government.

### **31. Disputes**

- 31.1 If the contractor believes that a decision taken by the project manager was either outside the authority given to the project manager by the contract or that the decision was wrongly taken, the decision shall be referred to any adjudicator appointed under the contract within 14 days of the notification of the project manager's decision.

### **32. Procedure for Settling Disputes**

- 32.1 Unless otherwise specified in the SCC, the procedure for disputes shall be as specified in GCC 34.2.
- 32.2 Any adjudicator appointed under the contract shall give a decision in writing within 28 days of receipt of a notification of a dispute, providing that he is in receipt of all the information required to give a decision.

Either party may, within 28 days, refer a decision of the adjudicator for resolution as specified in the SCC. If neither party refers the dispute within the above 28 days, the adjudicator's decision will be final and binding.

### **33. Intellectual Property**

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

### **34. Replacement of Adjudicator**

34.1 Should the adjudicator resign or die, or should the PDE and the contractor agree that the adjudicator is not functioning in accordance with the provisions of the contract, a new adjudicator will be jointly appointed by the PDE and the contractor. In case of disagreement between the PDE and the contractor, within 30 days, the adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

## **B. Time Control**

### **35. Program**

35.1 Within the time stated in the SCC, the contractor shall submit to the project manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works.

35.2 An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

35.3 The contractor shall submit to the project manager for approval an updated program at intervals no longer than the period stated in the SCC. If the contractor does not submit an updated program within this period, the project manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

35.4 The project manager's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the project manager again at any time. A revised program shall show the effect of variations and compensation events.

### **36. Extension of the Intended Completion Date**

36.1 The project manager shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work, which would cause the contractor to incur additional cost.

36.2 The project manager shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the project manager for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the

delay by this failure shall not be considered in assessing the new intended completion date.

### **37. Acceleration**

- 37.1 When the PDE wants the contractor to finish before the intended completion date, the project manager will obtain priced proposals for achieving the necessary acceleration from the contractor. If the PDE accepts these proposals, the intended completion date will be adjusted accordingly and confirmed by both the PDE and the contractor.
- 37.2 If the contractor's priced proposals for an acceleration are accepted by the PDE, they are incorporated in the contract price and treated as a variation.

### **38. Delays Ordered by the Project Manager**

The project manager may instruct the contractor to delay the start or progress of any activity within the works.

### **39. Management Meetings**

- 39.1 Either the project manager or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure detailed in GCC 42.
- 39.2 The project manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the PDE. The responsibility of the parties for actions to be taken shall be decided by the project manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **40. Early Warning**

- 40.1 The contractor shall within 28 days from the date it became aware or ought to have become aware give notice to the project manager of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of the works. The project manager may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate shall be provided by the contractor as soon as reasonably possible.
- 40.2 The contractor shall cooperate with the project manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## **C. Quality Control**

### **41. Identifying Defects**

41.1 The project manager shall check the contractor's work and notify the contractor of any defects that are found. Such checking shall not affect the contractor's responsibilities. The project manager may instruct the contractor to search for a defect and to uncover and test any work that the project manager considers may have a defect.

### **42. Tests**

42.1 If the project manager instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test shows that it does, the contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

### **43. Correction of Defects**

43.1 The project manager shall give notice to the contractor of any defects before the end of the defects liability period, specified in the SCC. The defects liability period shall be extended for as long as defects remain to be corrected.

43.2 Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the project manager's notice.

43.3 The defects liability period specified in the SCC shall start afresh from the date the corrected defects are accepted by the employer.

### **44. Uncorrected Defects**

44.1 If the contractor has not corrected a defect within the time specified in the project manager's notice, the project manager will assess the cost of having the defect corrected, and the contractor will pay this amount.

## **B. Cost Control**

### **45. Bill of Quantities or Activity Schedule**

#### **Option 1: Admeasurement Contracts - Bill of Quantities**

45.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the contractor.

45.2 The Bill of Quantities is used to calculate the contract price. The contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

#### **Option 2: Lump Sum Contracts - Activity Schedule**

45.3 The contractor shall provide updated Activity Schedules within 14 days of being instructed to by the project manager. The activities on the Activity Schedule shall be coordinated with the

activities on the program.

- 45.4 The contractor shall show delivery of materials to the site separately on the Activity Schedule if payment for materials on site shall be made separately.

#### **46. Changes in the Bill of Quantities or Activity Schedule**

##### **Option 1: Admeasurement Contracts - Changes in the Bill of Quantities**

- 46.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds one percent (1%) of the initial contract price, the project manager shall adjust the rate downwards to allow for the change.
- 46.2 The project manager shall not adjust rates from changes in quantities if thereby the Initial contract price is exceeded by more than 15 percent, except with the prior approval of the PDE.
- 46.3 If requested by the project manager, the contractor shall provide the project manager with a detailed cost breakdown of any rate in the Bill of Quantities.

##### **Option 2: Lump Sum Contracts - Changes in the Activity Schedule**

- 46.4 The Activity Schedule shall be amended by the contractor to accommodate changes of Program or method of working made at the contractor's own discretion. Prices in the Activity Schedule shall not be altered when the contractor makes such changes to the Activity Schedule.

#### **47. Variations**

##### **Option 1: Admeasurement Contracts - Variations**

- 47.1 All variations shall be included in updated programs produced by the contractor.

##### **Option 2: Lump Sum Contracts - Variations**

- 47.2 All variations shall be included in updated programs and Activity Schedules produced by the contractor.

#### **48. Payments for Variations**

##### **Option 1: Admeasurement Contracts - Payment for Variations**

- 48.1 The contractor shall provide the project manager with a quotation for carrying out the variation when requested to do so by the project manager. The project manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the project manager and before the variation is ordered.
- 48.2 If the work in the variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the project manager, the quantity of work above the limit stated in Sub-Clause 48.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.

- 48.3 If the contractor's quotation is unreasonable, the project manager may order the variation and

make a change to the contract price, which shall be based on the project manager's own forecast of the effects of the variation on the contractor's costs.

48.4 If the project manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a compensation event.

48.5 The contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**Option 2: Lump Sum Contracts - Payment for Variations**

48.6 The contractor shall provide the Project Manager with a quotation for carrying out the variation when requested to do so by the project manager. The project manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the project manager and before the variation is ordered.

48.7 If the contractor's quotation is unreasonable, the project manager may order the variation and make a change to the contract price, which shall be based on the project manager's own forecast of the effects of the variation on the contractor's costs. If the project manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a compensation event.

48.8 The contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**49. Payment Certificates**

49.1 The contractor shall submit to the project manager statements of the estimated value of the work executed less the cumulative amount certified previously. Unless otherwise specified in the SCC, such statements shall be submitted monthly.

49.2 In addition to the above, the statements shall include the following items, as applicable:

- a. Any amounts to be added and deducted for changes in cost in accordance with GCC 57;
- b. Any amount to be deducted for retention, calculated by applying the percentage of retention stated in SCC 58.1 to the total of the above amounts, until the amount so retained by the employer reaches the limit of retention money (if any) stated in the SCC;
- c. Any amounts to be added for the advance payment (if more than one instalment) and to be deducted for its repayments in accordance with GCC 61; and
- d. Any other additions or deductions which may have become due under the contract or otherwise including those under GCC 54.

49.3 The project manager shall check the contractor's statement and certify the amount to be paid to the contractor.

49.4 The value of work executed shall be determined by the project manager.

- 49.5 The value of work executed shall comprise the value of:
- a. The quantities of the items in the Bill of Quantities completed for admeasurement contracts; or
  - b. Completed (fully or partially) activities in the Activity Schedule for lump sum contract activities.
- 49.6 The value of work executed shall include the valuation of variations and compensation events.
- 49.7 The project manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. Issue of Interim Payment Certificates
- 49.8 No amount will be certified or paid until the PDE has received and approved the Performance Security and, if applicable, the ES Performance Security. Thereafter, the project manager shall, within 28 days after receiving a statement and supporting documents, deliver to the PDE and to the contractor an Interim Payment Certificate which shall state the amount which the project manager fairly determines to be due, with all supporting particulars for any reduction or withholding made by the project manager on the statement if any.

An Interim Payment Certificate shall be withheld for any of the following reasons:

- a. If anything supplied or work done by the contractor is not in accordance with the contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed;
- b. If the contractor was or is failing to perform any work in accordance with the contract, and had been so notified by the Project Manager, the value of this work may be withheld until the it has been performed and/or
- c. If the contractor was, or is, failing to perform any ESHS obligations or work under the contract, the value of this work or obligation, as determined by the engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
  - i. Failure to comply with any ESHS obligations or work described in the Statements of Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
  - ii. Failure to regularly review Environmental and Social Management Plan and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;
  - iii. Failure to implement the Environmental and Social Management Plan e.g., failure to provide required training or sensitization;
  - iv. Failure to have appropriate consents/permits prior to undertaking works or related activities;
  - v. Failure to submit the relevant reports of the Environmental and Social Management Plan, or failure to submit such reports in a timely manner;

- vi. Failure to implement remediation as instructed by the project manager within the specified timeframe (e.g., remediation addressing non-compliance/s).

49.9 If an amount certified is increased in a later certificate or as a result of an award by an adjudicator or an arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

49.10 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the contract **price**.

49.11 Items of the works for which no rate or price has been entered in will not be paid for by the PDE and shall be deemed covered by other rates and prices in the contract.

## **50. Payments**

50.1 Payments shall be adjusted for deductions for advance payments and retention. The PDE shall pay the contractor the amounts certified by the project manager within 30 days of the date of each certificate. If the PDE makes a late payment, the contractor shall be paid interest on the late payment in the next payment. Unless otherwise specified in the SCC simple interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

## **51. Compensation Events**

51.1 The following shall be compensation events:

- a. The PDE does not give access to a part of the site by the site possession date stated in the SCC.
- b. The PDE modifies the schedule of other contractors in a way that affects the work of the contractor under the contract.
- c. The project manager orders a delay or does not issue drawings, specifications, or instructions required for execution of the works on time.
- d. The project manager instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- e. Ground conditions are substantially more adverse than could reasonably have been assumed before signing of the agreement from the information issued to bidders (including the site investigation reports), from information available publicly and from a visual inspection of the site.
- f. The project manager gives an instruction for dealing with an unforeseen condition, caused by the PDE, or additional work required for safety or other reasons.
- g. Other contractors, public authorities, utilities, or the PDE does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the contractor.
- h. The effects on the contractor of any of the PDE's risks.
- i. The project manager unreasonably delays issuing a certificate of completion.
- j. Other compensation events described in the SCC or determined by the project manager shall apply.

54.2 If a compensation event would cause additional cost or would prevent the work being completed before the intended completion date, the contract price shall be increased and/or the intended

completion date shall be extended. The project manager shall decide whether and by how much the contract price shall be increased and whether and by how much the intended completion date shall be extended.

- 54.3 As soon as information demonstrating the effect of each compensation event upon the contractor's forecast cost has been provided by the contractor, it shall be assessed by the project manager, and the contract price shall be adjusted accordingly. If the contractor's forecast is deemed unreasonable, the project manager shall adjust the contract price based on the project manager's own forecast. The project manager will assume that the contractor will react competently and promptly to the event.
- 54.4 The contractor shall not be entitled to compensation to the extent that the PDE's interests are adversely affected by the contractor's not having given early warning or not having cooperated with the project manager.

## 52. Tax

- 52.1 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 Clause 57.

## 53. Currencies

- 53.1 Unless otherwise specified in the SCC, payments shall be in Uganda Shillings. Where the SCC allows payments in other currencies other than Uganda Shillings, the exchange rates used for calculating the amounts to be paid shall be the prevailing Bank of Uganda selling exchange rate at the date of bid submission deadline.

## 54. Price Adjustment

- 54.1 Prices payable to the contractor, as stated in the contract, shall be subject to adjustment during performance of the contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$\Delta P = P_0 \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

$\Delta P$  = adjustment amount payable to the Contractor.

$P_0$  = contract price (base price).

$a$  = fixed element representing profits and overheads included in the contract price and generally in the range of five (5) to fifteen (15) percent.

$b$  = estimated percentage of labour component in the contract price.

$c$  = estimated percentage of material component in the contract price.

$L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base

date and date for adjustment, respectively.

$M_0, M_1$  = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c shall be specified by the PDE in the bidding documents. The sum of the three coefficients should be one (1) in every application of the formula.

The bidder shall indicate the source of the indices and the base date indices in his bid. Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = weeks prior to date of shipment (representing the mid- point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- i. Price adjustment will be applied only if the resulting increase or decrease is more than \_\_\_ percent of the contract price.

**[Two (2) percent would be an acceptable percentage.]**

- ii. No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the contractor is entirely responsible. The PDE will however be entitled to any decrease in the prices of the supplies and services subject to adjustment.
- iii. The total adjustment under this clause shall be subject to a ceiling of plus or minus percent of the contract price.

**[Ten (10) percent would be an acceptable percentage.]**

- iv. If the currency in which the contract price  $P_0$  is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

54.2 No price adjustment shall be payable on the portion of the contract price paid to the contractor as advance payment.

54.3 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## **55. Retention**

55.1 If so stated in the SCC, the PDE shall retain from each payment due to the contractor the proportion stated in the SCC until completion of the whole of the works.

- 55.2 On completion of the whole of the works, half the total amount retained shall be repaid to the contractor and half when the defects liability period has passed and the project manager has certified that all defects notified by the project manager to the contractor before the end of this period have been corrected.
- 55.3 On completion of the whole works, the contractor may substitute the remaining half of the retention money with an “on demand” Bank guarantee.

## **56. Liquidated Damages**

- 56.1 If so stated in the SCC, the contractor shall pay liquidated damages to the PDE. If the employer intends to claim liquidated damages, the employer shall give notice to the contractor within 28 working days from the date he became aware of the circumstances giving right to the claim. The liquidated damages shall be at the rate per day stated in the SCC for each day that the completion date is later than the intended completion date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. PDE may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not affect the contractor's liabilities.
- 56.2 If the intended completion date is extended after liquidated damages have been paid, the project manager shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 53.

## **57. Bonus**

- 57.1 If so stated in the SCC, the contractor shall be paid a bonus calculated at the rate per working day stated in the SCC for each day (less any days for which the contractor is paid for acceleration) that the completion is earlier than the intended completion date. The completion date shall be certified in accordance with GCC 65.

## **58. Advance Payment**

- 58.1 If so stated in the SCC, the PDE shall make advance payment to the contractor of the amounts stated in the SCC within the period stated in the SCC, against provision by the contractor of an on-demand Bank Security in a form and from an institution acceptable to the Bank of Uganda in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid. The amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor. Interest will not be charged on the advance payment.
- 58.2 The contractor is to use the advance payment only to pay for equipment, plant, materials, and mobilisation expenses required specifically for execution of the contract. The contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the project manager.
- 58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, as specified in the SCC, following the schedule of completed percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, price adjustments, compensation events, bonuses, or liquidated damages.

## **59. Performance Security or Performance Securing Declaration and ES Performance Security**

- 59.1 If so stated in the SCC, the contractor shall, within twenty-one (21) calendar days of signing the contract, provide a Performance Security or Performance Securing Declaration and, if applicable, an Environmental and Social, (ES) Performance Security for the due performance of the contract

and compliance with the contractor's ESHS obligations. The Performance Security and the ES Performance Security shall be in the amount specified in the SCC and shall be denominated in the currency in which the contract price is payable.

- 59.2 The proceeds of the Performance Security and, if applicable, the ES Performance Security shall be payable to the PDE as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 59.3 The Performance Security and, if applicable, the ES Performance Security shall be in the form stipulated in Section 9 of contract forms.
- 59.4 The Performance Security or Performance Securing Declaration and, if applicable, the ES Performance Security to the PDE shall be valid until a date twenty-eight (28) days from intended completion date stated in the SCC.
- 59.5 In the event that the contractor has fulfilled all the obligations under the contract, before provision of the Performance Security or Performance Securing Declaration, there shall be no need for submission of the Performance Security or Performance Securing Declaration.

## **60. Day works**

- 60.1 If applicable, the day works rates in the contractor's bid shall be used for small additional amounts of work only when the project manager has given written instructions in advance for additional work to be paid for in that way.
- 60.2 All work to be paid for as day works shall be recorded by the contractor on forms approved by the project manager. Each completed form shall be verified and signed by the project manager within two days of the work being done.
- 60.3 The contractor shall be paid for day works subject to obtaining signed day works forms.

## **61. Cost of Repairs**

- 61.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

# **D. Finishing the Contract**

## **62. Completion**

- 62.1 The contractor shall request the project manager to issue a certificate of completion of the works, and the project manager will do so upon deciding that the work is completed.

## **63. Taking Over**

- 63.1 The PDE shall take over the site and the works within seven days of the project manager's issuing

a certificate of completion.

- 63.2 The works and each Section are to be taken over by the employer when two conditions have been satisfied: completion of the works or Section; and. the issue (or deemed issue) of a taking over certificate for the works or Section.
- 63.3 The contractor may apply by notice to the project manager for a taking over certificate not earlier than 14 days before the works will, in the contractor's opinion, be complete and ready for taking over. If the works are divided into Sections, the contractor may similarly apply for a taking over certificate for each Section.
- 63.4 The project manager shall, within 28 days after receiving the contractor's application:
- a. Issue the taking over certificate to the contractor, stating the date on which the works or section were completed in accordance with the contract, except for any minor outstanding work and defects which will not substantially affect the use of the works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
  - b. Reject the application, giving reasons and specifying the work required to be done by the contractor to enable the taking over certificate to be issued. The contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 63.5 If the project manager fails either to issue the taking over certificate or to reject the contractor's application within the period of 28 days, and if the works or Section (as the case may be) are substantially in accordance with the contract, the taking over certificate shall be deemed to have been issued on the last day of that period.

## **64. Final Account**

- 64.1 The contractor shall supply the project manager with a detailed account of the total amount that the contractor considers payable under the contract before the end of the defects liability period. The project manager shall issue a defects liability certificate and certify any final payment that is due to the contractor within 56 days of receiving the contractor's account if it is correct and complete. If it is not, the project manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the project manager shall decide on the amount payable to the contractor and issue a payment certificate.

## **65. Operating and Maintenance Manuals**

- 65.1 If "as built" drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the SCC.
- 65.2 If the contractor does not supply the drawings and/or manuals by the dates stated in the SCC, or they do not receive the project manager's approval, the project manager shall withhold the amount stated in the SCC from payments due to the contractor.

## **66. Termination**

- 66.1 The PDE or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.

66.2 Fundamental breaches of contract shall include, but shall not be limited to, the following:

- a. The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the project manager;
- b. The project manager instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 28 days;
- c. The PDE or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d. A payment certified by the project manager is not paid by the PDE to the contractor within 84 days of the date of the project manager's certificate;
- e. The project manager gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the project manager;
- f. The contractor does not maintain a security, which is required; and
- g. The rate of progress of the works at any time during the period of the contract is such that the completion of the works will, as measured against the current program, be delayed by the number of days for which the maximum amount of liquidated damages can be imposed.
- h. If the contractor in the judgement of the PDE has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in the executing the contract.

For the purposes of this paragraph:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

66.3 When either party to the contract gives notice of a breach of contract to the project manager for a cause other than those listed under Sub-Clause 69.2 above, the project manager shall decide whether the breach is fundamental or not.

66.4 Notwithstanding the above, the PDE may terminate the contract for convenience.

66.5 If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

## **67. Payment upon Termination**

67.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the project manager shall issue a certificate for the value of the work done and materials ordered less

advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional liquidated damages shall not apply. If the total amount due to the PDE exceeds any payment due to the contractor, the difference shall be a debt payable to the PDE.

67.2 If the contract is terminated for the PDE's convenience or because of a fundamental breach of contract by PDE, the project manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works, and less advance payments received up to the date of the certificate.

## **68. Release from Performance**

68.1 If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the PDE or the contractor, the project manager shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## Section 8: Special Conditions of Contract

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

GCC Clause Reference	Special Conditions
	Procurement Reference No: <b>GHS/WRKS/2026/00002</b>
<b>GCC 1.1(aa)</b>	<b>Project Manager:</b> The Project Manager is: To be appointed by the Head Teacher after contract signing.
<b>GCC 1.1(dd)</b>	<b>Site location:</b> The site is located at Gayaza High School as define in the drawings annexed to the contract.
<b>GCC 1.1(gg)</b>	<b>Start Date:</b> The start date shall be: <i>the date of contract signature or a date proposed in the commencement letter.</i>
<b>GCC 1.1(kk)</b>	<p><b>The Works:</b> The work consists of:</p> <ol style="list-style-type: none"> <li>1. Preliminaries</li> <li>2. Civil Works</li> <li>3. Mechanical Works</li> <li>4. Electrical Works</li> <li>5. External Works</li> </ol>
<b>GCC 1.1</b>	<p><b>Contract Document:</b> The following documents also form part of the contract:</p> <ul style="list-style-type: none"> <li>• Bills of Quantities</li> <li>• Contracts Committee decision /Approval</li> <li>• Letter of clearance from the Solicitor General</li> </ul> <p>Any other documents that may be deemed necessary at the time of contract formation</p>
<b>GCC 3.7</b>	<b>Contract Type:</b> This contract is an admeasurement contract
<b>GCC 3.8</b>	<b>Sectional completion:</b> Sectional completion <b>not permitted</b> . It is a multi-year project

<p><b>GCC 5.1</b></p>	<p>For <b>notices</b>, the Employer’s address shall be:  Attention: Head Teacher  Gayaza High School, Gayaza High School P.O. Box 7029. Kampala Uganda  Street Address: Gayaza - Ziobwe Road, Kabanyoro  Floor/Room number: PDU Offices  Town/City: Wakiso  Country: Uganda  Telephone: 256- 772 766364  Electronic mail address: <a href="mailto:procurement@gavazahs.sc.ug">procurement@gavazahs.sc.ug</a></p>
	<p>For notices, the provider’s address shall be:  <b>Attention:</b>  Street Address: <i>[insert street address and number]</i>  Floor/Room number: <i>[insert floor and room number, if applicable]</i>  Town/City: <i>[insert name of city or town]</i>  PO Box: <i>[insert postal code, if applicable]</i>  Country: <i>[insert name of country]</i>  Telephone: <i>[insert telephone number, country and city codes]</i>  Email address: <i>[email address, if applicable]</i></p>
<p><b>GCC 8.2</b></p>	<p><b>Project Manager’s Decisions:</b> The PDE’s specific approval is required for:</p> <ul style="list-style-type: none"> <li>• Issuance of Change Order.</li> <li>• Expending of Contingencies.</li> <li>• Approval of cost variations.</li> <li>• Approval of changes in design.</li> <li>• Suspension of whole or part of the works.</li> <li>• Sub-contracting of works.</li> <li>• Termination of the Contract.</li> <li>• Any other actions that may affect or impact on the scope, cost, time or design of the works.</li> </ul> <p>“This requirement shall be waived in an emergency affecting safety of personnel or the works or adjacent property”</p>
<p><b>GCC 10.1</b></p>	<p><b>Subcontracting:</b> GCC Clause 12.1 on sub-contracting is modified as follows:  Except as provided in GCC 12.2, no part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sub-let directly or indirectly to any person, firm or company whatsoever without the prior consent in writing issued by the project manager. The contractor shall give a written request to the project manager at least 21 days in advance. Any form of sub-contracting upon approval will not absolve the contractor his or her obligations</p>

<b>GCC 11.1</b>	<b>Other Contractors:</b> The Schedule of Other contractors <b>shall not</b> form part of the contract.
<b>GCC 12</b>	<b>Key Personnel:</b> The Schedule of key personnel <b>is part of the contract.</b>
<b>GCC 16</b>	<p><b>Insurance covers:</b> The minimum insurance covers shall be:</p> <p>(a) The minimum cover for insurance of the Works, Plant and Materials is: 110% of the Contract Price</p> <p>(b) The maximum deductible for insurance of the Works, Plant and Materials is: USHS 50,000,000</p> <p>(c) The minimum cover for insurance of Equipment is: 10%</p> <p>(d) The maximum deductible for insurance of Equipment is: USHS. 50,000,000</p> <p>(e) The minimum cover for insurance of property is: 10%</p> <p>(f) The maximum deductible for insurance of property is USHS. 90,000,000</p> <p>(g) The minimum cover for personal injury or death insurance is: As Per Statute (Workers Compensation Act, Cap 225) The maximum deductible for personal injury or death insurance is NIL</p>
<b>GCC 17</b>	<b>Site Investigation Reports:</b> Site Investigation activities and Report(s) <b>is/are</b> part of the contract.
<b>GCC 22.1</b>	<b>Completion date:</b> The intended completion date for the whole of the works shall be 12 Calendar Months.
<b>GCC 24</b>	<b>Site possession:</b> The site possession date shall be: Date communicated by the Project Manager.
<b>GCC 34.2</b>	<b>Dispute Resolution Procedure:</b> Insert the formal dispute settlement use mediation rules 2013 of Uganda. Failure at mediation leads to court of law for settlement.
<b>GCC 34.1</b>	<b>Replacement of Adjudicator:</b> The Appointing Authority for the adjudicator is President Uganda Institution of Professional Engineers
<b>GCC 35.1</b>	<b>Works Program:</b> The contractor shall submit the program for the works within <b>7 days</b> from the start date.
<b>GCC 35.2</b>	<p><b>Program updates:</b> The period between Program updates <b>Monthly.</b></p> <p>The amount to be withheld for late submission of an updated Program is: <b>10,000,000 Ugx</b></p>
<b>GCC 43.1</b>	<b>Correction of Defects:</b> The defects liability period is 12 months.
<b>GCC 55.1(j)</b>	<b>Compensation Events:</b> The following events shall also be compensation events: N/A
<b>GCC 53</b>	<b>Currencies:</b> Payments shall be in UGX. Other currencies <b>shall not be</b> allowed

<b>GCC 55</b>	<b>Retention fee:</b> The proportion of payments retained is <b>10%</b> percent.
<b>GCC 56.1</b>	<b>Liquidated damages:</b> The liquidated damages for the whole of the works are <b>0.05%</b> per day.  The maximum amount of liquidated damages for the whole of the works is <b>5 Percent</b> of the final contract price.
<b>GCC 57</b>	<b>Bonuses:</b> The Bonus for the whole of the Works is Not Application per day. The maximum amount of Bonus for the whole of the Works is N/A Percent of the final Contract Price.
<b>GCC 58.1</b>	<b>Advance Payment:</b> The Advance Payment will be equivalent to up to 30% and will be paid in the same currencies and proportions as the Contract Price.  It will be paid to the Contractor within 30 working days from the date of submission of an advance payment bank guarantee/bond acceptable by the employer.
<b>GCC 58.3</b>	<b>Advance Payment Recovery:</b> The Advance Payment will be repaid by deducting proportionate amounts of money form interim payment certificates according to the formula  $A = a \times b / C$ Where; A; Advance payment to be recovered a: Total amount of Advance paid b: Gross Valuation c; 80% of Contract price  Recovery of advance payment shall commence upon achievement of 20% financial progress of works and shall continue progressively up to 80% financial progress of the contract price is achieved a point at which full recovery will be achieved
<b>GCC 59.1</b>	<b>Performance Security and ESHS Performance Security:</b> A Performance Security and, the ESHS Performance Security <b>shall</b> be required.  The Performance Security and, the ESHS Performance Security shall be for 5% and 2% respectively of the contract price:
<b>GCC 62.3</b>	<b>Format of Performance Security:</b> The standard form of Performance Security acceptable to the PDE shall be an Unconditional Bank Guarantee or insurance bond in the format presented in Section 9 of the contract form.
<b>GCC 68.1</b>	<b>Operating and Maintenance Manuals:</b> The date by which “as built” drawings are required is 3 weeks.  The date by which operating and maintenance manuals are required is 3 weeks

<b>GCC 65.2</b>	<b>Amount to be withheld:</b> The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 100,000,000 Uganda Shillings.
<b>GCC 67.1</b>	<b>Payment upon Termination:</b> The percentage to apply to the value of the work not completed, representing the employer’s additional cost for completing the work, is: <b>25%</b>

# Section 9: Contract Forms

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# Contract Agreement

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

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part.

Whereas the PDE is desirous that the contractor executes (hereinafter called “the works”) and the PDE has accepted the bid by the contractor for the execution and completion of such works and the remedying of any defects therein for the contract price of Uganda Shillings.....

**NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This Contract Agreement shall prevail over all other contract documents.
  - a. the Contract Agreement;
  - b. the Special Conditions of Contract;
  - c. the General Conditions of Contracts;
  - d. the Scope of works;
  - e. the Drawings;
  - f. the Contractor’s bid; and
  - g. the completed Schedules.
3. In consideration of the payments to be made by the PDE to the contractor as indicated in this contract, the contractor hereby covenants with the PDE to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The PDE hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price of or such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed by the contract.
5. The contract price or such other sum as may be payable shall be paid..... in Uganda Shillings, ..... in..... and ..... in.....

IN WITNESS whereof the parties thereto have caused this contract to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the PDE)  
Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:  
Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Contractor)  
Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:  
Name: \_\_\_\_\_ Position: \_\_\_\_\_

# Performance Security

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

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

To: *[insert complete name and address of Procuring and Disposing Entity]*

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 15(a) is hereby excluded.

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

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

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

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

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

*Insert the date twenty-eight (28) days after the intended completion date as stated in SCC 22.1. In the event of an extension of the intended completion date, the Entity shall request for an extension of this guarantee from the contractor. The request for extension shall be in writing and must be made prior to the expiration date stated in the guarantee.*

# Environmental and Social (ES) Performance Security

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

**Date:** *[insert date (as day, month and year) of ES Performance Security]*

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

To: *[insert complete name and address of Procuring and Disposing Entity]*

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 758, except that sub - article 15(a) is hereby excluded.

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

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

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

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

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

*Insert the date twenty eight (28) days after the intended completion date as stated in SCC 22.1. In the event of an extension of the intended completion date, the Entity shall request for an extension of this guarantee from the contractor. The request for extension shall be in writing and must be made prior to the expiration date stated in the guarantee.*

# Performance Bond

*(The Performance Bond should be on the letterhead of the issuing Insurance Company regulated by the Insurance Regulatory Authority of Uganda and should be signed by a person with the proper authority to sign the Performance Bond. The Surety shall fill in this Performance Bond Form in accordance with the instructions indicated)*

**Date:** *[insert date (as day, month and year) of ES Performance Security]*

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

To: *[insert complete name and address of Procuring and Disposing Entity]*

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

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

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

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

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

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

**SIGNED ON** ..... **on behalf of** .....

**By** ..... **in the capacity of** .....

**In the presence of** .....

**SIGNED ON** ..... **on behalf of** .....

**By** ..... **in the capacity of** .....

**In the presence of** .....

# Performance Securing Declaration; N/A

(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.
3. This Performance Securing Declaration shall cease to be valid upon completion of the contract/ issuance of the completion certificate\*, on the earlier of:
  - i. Having completed all the obligations under the contract and made good all snags by the end of the defects liability period/warranty period\*; or
  - ii. Issuance of the completion certificate for all the works at the end of the defects liability period.

**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)*

# Advance Payment Security

*[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The amount of the security is to be inserted by the Financial Institution and must represent the amount of the Advance Payment and be denominated in the currency of the Advance Payment as specified in the contract].*

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

To: *[insert complete name and address of Procuring and Disposing Entity]*

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

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

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

This security shall remain valid and in full effect from the date of the advance payment under the contract until the PDE receives full repayment of the same amount from the contractor.

**Name:** *[insert complete name of person signing the Payment Security]*  
**In the capacity of** *[insert legal capacity of person signing the Payment Security]*

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 15(a) is hereby excluded.

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

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

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