



Procurement Policy and Procedures Manual

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Reviewed By:

The Board of UHMG

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ACRONYMS AND ABBREVIATIONS

HOD	-	Head of Department
LPO	-	Local Purchase Order
RFP	-	Request for Proposals
RFQ	-	Request for Quotation
UHMG	-	Uganda Health Marketing Group
EOI	-	Expression of Interest

TERMS AND DEFINITIONS

Table 1: Terms and Definitions

TERM	DEFINITION
AWARD	Decision by a Procurement Committee to determine the successful bidder.
BEST EVALUATED BID	Bid which is determined to be the most economic after evaluating all terms and conditions of the bid.
BID	It refers to what is prepared and submitted by bidders.
BID NOTICE	Advertisement by which eligible providers are invited to submit written offers to provide or acquire works, services and supplies, or any combination of them in case of procurement and disposal respectively.
BID PERIOD	Period between the date of publication of the invitation to bid and the closing date for the submission of bids.
BID VALIDITY PERIOD	Period subsequent to the closing date for submission of the bids for which the bid price and the conditions of the bid are not subject to any change by the bidder.
BIDDER	Bidder or a physical or juridical person intending to participate or participating in UHMG's procurement proceeding.
BIDDING DOCUMENTS	Means bidding documents/ what is prepared by UHMG and distributed to bidders to help them in submitting their bids.
BOARD OF DIRECTORS	Board of directors of the UHMG.
CONSULTANT	Person or a firm contracted by UHMG to carry out consultancy services.
CONSULTANT SERVICES	Refers to activities of an intellectual or of material nature.
CONTRACT	Means an agreement, memorandum of understanding, letters of intent, guarantees, and any other similar or analogous documents to which UHMG is a party.
CONTRACT MANAGEMENT	Management of a contract including, but not limited to, performance and compliance with the terms and conditions of the awarded contract by the provider and UHMG.

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Table 1: Terms and Definitions (Continued)

TERM	DEFINITION
DAY	Working day of the week (8.00 am to 5.00 pm) except Saturday, Sunday and public holidays.
EMERGENCY	Means circumstances, which are unforeseeable and not caused by dilatory conduct.
FRAMEWORK CONTRACT	Contractual arrangement which allows UHMG to procure works, services or supplies that are needed continuously or repeatedly at an agreed price over a period, through the placement of a number of orders.
GOODS OR SUPPLIES	Means objects of every kind and description including raw materials, products, equipment be it in solid, liquid or gaseous form, electricity, as well as services that are linked to the supply of the goods if the value of those services does not exceed that of the goods themselves.
PROCUREMENT COMMITTEE	Committee that is responsible for award of tenders.
LOWEST BID	Lowest price offered for a given contract.
OFFER	Means quotation.
PRE-QUALIFICATION	Examination process designed to ensure that invitations to bid are confined to capable providers.
PREQUALIFIED PROVIDERS	Means providers registered by UHMG.
PROCUREMENT	Process of acquiring goods, works and related services such as transportation, insurance, installation, training, maintenance, and other similar services required for the implementation of a project excluding consultancy services.
PROCUREMENT PROCESS	Successive stages in the procurement cycle including planning, choice of procedure, measures to solicit offers from bidders, receipt and opening of bids, evaluation, award of contract and contract management.
PROPOSAL	Means an offer made by a consultant in response to a request for consultancy services addressed to it by UHMG based on appropriate terms of reference.
PROVIDER	Natural person or an incorporated body including a consultant, contractor or supplier licensed by a competent authority to undertake business activities.
QUOTATION	Means an offer made by a provider (supplier) in response to a request for goods/supplies addressed to it by UHMG based on specifications.

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Table 1: Terms and Definitions (Continued)

TERM	DEFINITION
RECORD	Document relating to any stage of a procurement or disposal process.
SERVICES	Object of procurement, other than works and supplies and shall include both professional and non-professional and commercial types of services as well as services which are incidental to such services but not exceeding the value of such services.
SPECIFICATION	Description of an object of procurement or disposal in accordance with national and international standards or other appropriate trade associations and professions.
STATEMENT OF REQUIREMENTS	Document that contains a full and complete description of the requirement that is the subject of the procurement.
STOCK ITEMS	Means goods/supplies directly or frequently used by many corporate units.
SUPPLIER OR CONTRACTOR	Potential party or the party to a procurement contract with UHMG.
TERMS OF REFERENCE	Document prepared by UHMG defining the requirements for an assignment and means to be made available, concerns to be taken into account as well as the expected results.
WORKS	Includes any work associated with the construction, reconstruction, demolition, repair, or renovation of a building or structure, on the surface or underground, and includes the preparation, excavation, erection, assembly, installation; testing and commissioning of any plant, equipment or materials, decoration and finishing, and shall include turnkey projects, build own and operate projects, build operate and transfer projects or any arrangement following in this nature, or any other form of private-public partnerships or joint development activities, all or any of which may also include management, maintenance, testing, commissioning and training; as well as services incidental to the foregoing works where the value of such incidental works does not exceed the value such works.

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Part I

Procurement Policies and Procedures
Manual

SECTION 1

PURPOSE OF THE MANUAL

1.1 Aims and Objectives

The purpose of this Manual is to provide detailed guidance and best practice to UHMG staff on managing individual procurements. The manual further aims at helping the various stakeholders understand the procurement processes and to achieve uniformity and order in processing of procurement transactions.

1.2 Procurement Manual Priorities

This manual seeks to address five key priorities as follows:

- i. A competitive process designed to meet UHMG peculiar needs and requirements;
- ii. Increased stakeholder involvement throughout the procurement process so as to achieve the desired goals and objectives;
- iii. Timely communication regarding the effective movement and flow of information right from the ultimate beneficiaries through to the vendors; and from the vendors back to the ultimate beneficiaries;
- iv. Achievement of value for money through a combination of whole life costs and appropriate total quality to meet the requirements of UHMG
- v. Transparency, effectiveness and efficiency in the whole procurement process so as to build a work ethic which ensures that the products or services procured meet the needs of UHMG.

1.3 Application of the Manual

The content of this manual applies to the procurement of all goods, works and services (consultancy and non-consultancy services) for UHMG, including procurement requirements for projects. Where donor funded procurement is required to follow the procurement rules of the donor or funding agency, those rules will prevail over the procedures in this manual to the extent that there is any conflict. However, the procedures in this manual will continue to apply in all areas where they are consistent with the rules of the donor. Where any concurrence or “no objection” is required from a donor or funding agency, UHMG Procurement Committee approval, and any other applicable approvals specified in this manual, shall be obtained, prior to obtaining donor approval.

1.4 Scope of the Manual

The procedures contained in this manual cover the whole procurement cycle from initiation through to contract completion. They provide guidance on handling the procurement of goods, works, routine services and consultancy services. The manual also includes procedures for disposal of UHMG assets. However, the procedures do not cover inventory/warehousing procedures, but references are made to inventory/warehousing issues, where they impact on procurement procedures.

1.5 Structure of the Manual

The manual is structured around the key successive stages of the procurement process. Flow charts for quick reference and guide are provided in appendix A.

1.6 Distribution of the manual

The manual shall be distributed to all staff of UHMG and other Stakeholders as necessary.

1.7 Review and update of Manual

This manual shall be subject to revisions in order to cater for changes in the operating business environment; the changes in the UHMG needs, administrative structures and operations; introduction of any national and international legislations; and the adoption of new improved procedures and practices. Revised versions of existing procurement procedures or additional procurement procedures on new subjects will be issued by the Board of Directors.

SECTION 2

ETHICAL CODE OF CONDUCT

UHMG shall always conduct all its procurement operations in an ethical and just manner.

Based on the nature of the responsibilities associated with procurement decision making, or personnel who would be in a position to influence a solicitation and award selection process, it is imperative that these individuals exercise higher standards of ethical conduct in the procurement process to avoid any perception of impropriety

Any perception of improper or unethical behaviour in the procurement process directly and negatively impacts the image and credibility of the employees and UHMG

All UHMG staff engaged to deliver specific services shall sign the Code of Ethical Conduct prescribed in appendix B. The code shall be signed when the staff have been appointed or co-opted on the respective committees.

All providers of works, services or supplies shall be required to sign a declaration of compliance with those codes of conduct determined by UHMG from time to time, as prescribed in appendix C. The declaration shall be signed at time of bid submission.

Suspected or observed violations of this policy must be promptly reported to the Board of Directors and Managing Director of UHMG. In all cases of suspected or observed violations, facts and sound judgment shall be exercised.

SECTION 3

PROCUREMENT STRUCTURES

3.1 Composition of Stakeholders

For the purpose of this manual, the procurement structures in UHMG shall be composed of the following players/stakeholders.

- i. The Board of Directors
- ii. The Managing Director
- iii. The Procurement Committee
- iv. The Procurement Department
- v. The Evaluation Committee
- vi. The User Departments

3.2 The Board of Directors

The Board shall play an advisory role by providing guidance and advice to UHMG pertaining to compliance to this manual as well as application of procurement best practices. It shall also be responsible for approval of any updates and/or amendments to this manual. All major procurement decisions that cannot be conclusively resolved by the Managing Director shall be referred to the Board for guidance and advice.

3.3 The Managing Director

The Managing Director will bear the overall responsibility for the execution of the procurement process in UHMG. The roles of the Managing Director shall include the following:

- i. Committing UHMG funds to support the procurement or disposal activities.
- ii. Signing contracts for procurement on behalf of UHMG.
- iii. Ensuring that the implementation of the awarded contract is in accordance with the terms and conditions of the contract award.
- iv. Appointing members of the Asset Disposal Committee.

3.4 The Procurement Committee

The members of the Procurement Committee shall be proposed by the procurement Manager, approved by the Senior Management Committee, and appointed by the MD.

The tenure of the members of the Procurement Committee shall be two years and the SLM will have overall discretion of re-appointing a member for another term.

Members of the Procurement Committee shall be appointed with regard to their technical competence and skills required for the discharge of the roles and responsibilities of the Procurement Committee.

The Procurement Committee may co-opt external adviser depending on the nature and complexity of the subject of procurement.

The Procurement Committee's main role is to review the evaluation reports, adjudicate on the recommendations therein, and make the award of decision.

The award decisions shall be communicated by the Procurement Committee Secretary to the Managing Director for concurrence with two days of completion of the Procurement Committee deliberations.

In making the award decisions, the Procurement Committee shall ensure that there is compliance to this manual.

- Award decisions of value up to UGX 5 Million shall be approved by FAM
- Award decisions of value above UGX 5 Million and below UGX 1 billion shall be approved by the Managing Director.
- Above UGX 1 billion will be approved by the Board.

Membership on the Procurement Committee shall be a role added to the member appointed and shall therefore not attract any additional benefits to the appointed member of staff.

Notwithstanding subsection 3.4.6, external advisors/consultants engaged in the course of the procurement process shall be compensated by UHMG for their time input/skills/expertise at rates agreed upon between them and UHMG.

3.5 The Procurement Department

Procurement in UHMG shall be centralized, and all procurement transactions shall be managed by the Procurement Department.

The roles of the Procurement Department shall include the following:

- manage all procurement or disposal activities of UHMG;
- implement the decisions of the Procurement Committee;
- work with the respective UHMG departments to prepare annual procurement plans;

- work with the user departments to prepare statements of requirements;
- prepare bidding/solicitation documents;
- prepare advertisements of bid opportunities;
- issue bidding/solicitation documents;
- prepare and maintain a list of providers for goods, services and works;
- prepare contract documents;
- issue signed contract documents;
- maintain and archive records of the procurement and disposal process;
- prepare procurement monthly reports to the Managing Director.

The Procurement Department shall, in consultation with the respective user departments and the Managing Director, appoint the members of the evaluation committee.

3.6 The Evaluation Committee

The Evaluation Committee shall be constituted on ad hoc basis by the Head of the Procurement Department.

The Evaluation Committee constituted shall be responsible for conducting a bid evaluation.

The composition of the members of the committee shall be based on the technical competence required to evaluate the bid under consideration. Membership will have a minimum of three persons and a maximum of six depending on the scope and complexity of the assignment/procurement. The evaluation committee shall always include an additional and ex official staff from the procurement department who shall be the secretary.

The members of the evaluation committee shall be of an appropriate level of seniority and experience, depending on the value and the complexity of the procurement requirement. The evaluation committee shall include members with a relevant type of skills and experience and the skills required shall be determined by the nature of the procurement requirement, but may include-

- procurement and contracting skills;
- financial management skills;
- technical skills relevant to the subject of the procurement;
- legal expertise

External Advisors/consultants shall be co-opted on to the evaluation committee depending on the nature and complexity of the assignment. Inclusion of such persons shall be approved by the Managing Director.

The Evaluation Committee shall conduct bid evaluations and produce a signed bid evaluation report within a period of two weeks from the date of bid closing.

Members of the Evaluation Committee shall be required to declare that they do not have any conflict of interest prior to commencement of the evaluation exercise.

All members of the evaluation committee shall be required to sign the bid evaluation report.

Membership on the Evaluation Committee shall be a role added to the member selected, and shall therefore not attract any additional benefits to the selected member of staff.

Notwithstanding subsection 3.6.8, external advisors/consultants engaged in the course of the procurement process shall be compensated by UHMG for their time input/skills/expertise at rates agreed between them and UHMG.

3.7 The User Departments

The User Departments shall prepare annual procurement plans based on the approved budgets, which shall be submitted to the Procurement Department for consolidation and implementation. The Procurement Plans shall be submitted to the Procurement Departments prior to the commencement of the new financial year.

The User Departments shall further have the following roles:

- initiate procurement requirements;
- prepare Statements of Requirements (specifications for goods, Terms of Reference for Services and Bills of Quantities for Works) in consultation with the Procurement Department; and submit them to the Procurement Department;
- Manage contracts in accordance with the terms and conditions of the contract;
- Participate in the verification of goods delivered/services consumed/works executed;
- Certify invoices for payment to providers based on a satisfactory verification report.

To maintain independence of functions and power, the Managing Director shall not be a member of the Procurement Committee; and a member of the Procurement Committee shall not be part of the evaluation committee. A staff of the procurement department shall not be part of the procurement committee but shall be required to be in attendance when the procurement committee is making deliberations, for purposes of providing clarifications.

SECTION 4

PROCUREMENT PLANNING AND INITIATION

4.1 Procurement Planning

The user department shall plan all its procurements in a rational manner and shall:

- i. avoid emergency procurement wherever possible;
- ii. aggregate its requirements wherever possible, to obtain value for money and reduce procurement costs;
- iii. make use of framework contracts wherever appropriate to provide an efficient, cost effective and flexible means to procure services, supplies or works that are required continuously or repeatedly over a set period of time; and
- iv. avoid splitting or fragmenting of procurement requirements.
- v. On the program side, the procurement planning shall put into consideration the Annual Operational Plan.
- vi. The Annual Procurement Plan should also include the procurement reference number.
- vii. The procurement plan shall be approved by the Managing Director.

The procurement plans shall be based on the prevailing and anticipated market conditions as well as forecasted demand.

The procurement plans shall be approved (signed-off) by the respective Head of Department, and then forwarded to the Procurement Department for consolidation prior to commencement of a new financial year. Consolidation of planned spending for specific commodities will ensure reduced procurement transaction costs, minimize delivery times, and improve customer service levels internally and externally.

The Procurement Plan shall contain the following elements:

- i. a detailed breakdown of activities of works, services or supplies to be procured and the time when they will be required;
- ii. a schedule of procurement requirements in order of priority;
- iii. a statement of required resources supported by a schedule of the projected funding; and
- iv. a plan of the likely sourcing method for each requirement.

The Procurement plans may be updated on a needs basis during the course of the financial year; supported with justification.

4.2 Description of Requirements

Procurement requirements shall be documented using a Procurement Requisition Form in appendix D; and shall include:

- i. a clear indication of services, works or supplies required;
- ii. the estimated value of the services, works or supplies;
- iii. authentication of availability of funding; and
- iv. the approval of the procurement requirement by the Head of Department

In estimating the value of the services, works or supplies required and authenticating the availability of funds, UHMG shall ensure that the estimate is realistic and that:

- i. The estimate is based on up-to-date information;
- ii. Technical advice is sought, where required; and
- iii. the authentication of availability of funds takes into account the total acquisition costs.

The estimated cost shall include applicable taxes and other related fees/costs. The user department shall prepare detailed specifications (for supplies), Terms of Reference/Scope of Work (for services) and Bills of Quantities (for works). The user department shall consult the procurement department or other relevant departments in the course of preparation of the requirements.

For purposes of this section, a distinction shall be made between supplies and services:

“supplies” means goods, products, equipment or objects of any kind and description in solid, liquid or gaseous form as well as works or services incidental to the provision of those supplies where the value of the works or services does not exceed the value of the supplies;

“services” means any object of procurement other than works and supplies, and includes professional, non-professional and commercial types of services as well as supplies and works which are incidental to, but not exceeding the value of those services.

Services are further subdivided into consultancy and non-consultancy services:

“consultancy service” means a service of an intellectual or advisory nature, provided by a practitioner who is skilled and qualified in a particular field or profession and includes, but is not limited to, strategic planning, change management, implementation and benchmarking.

“non-consultancy service” means a service of a skilled or non-skilled nature, which is not a consultancy service, and includes, but is not limited to, cleaning, security and maintenance and repair services.

“Products for resale where applicable” – in the context of UHMG, these shall entail finished products purchased by UHMG and are eventually to be sold to retailers or final consumers for profit.

The detailed specifications/Scope of Work shall cover the fundamental needs of UHMG in respect of the goods/services concerned. A specification shall contain a complete, precise and unambiguous description of the supplies or services required and shall include, where appropriate:

- i. a clear definition of the scope of the proposed purchase;
- ii. the purpose and objectives of the proposed purchase;
- iii. a full description of the requirement;
- iv. a generic specification to an appropriate level of detail;
- v. a functional description of the qualities, including any environmental or safety features required of the subject of the procurement;
- vi. performance parameters, including outputs, timescales, and any indicators or criteria by which the satisfactory performance of the specification can be judged;
- vii. process and materials descriptions;
- viii. dimensions, symbols, terminology, language, packaging, marking and labeling requirements; and
- ix. any other relevant industry standard.

In circumstances where an item cannot easily be described, use of samples shall be acceptable. In such cases, all the potential suppliers shall be availed a uniform opportunity to examine the sample before submitting their offers.

No specification shall be issued with reference to a particular trademark, brand name, patent, design, type, specific origin, producer, manufacturer, catalogue or numbered item, except where, for compatibility purposes or, the purchase has to be made from the previous vendor. (for example, in the case of procurement of compatible spare parts).

Specific service performance levels shall also be determined by the user department and shall clearly stipulate supplier’s performance measures against set parameters.

The specifications/terms of reference/Bills of Quantities and Scope of Works shall be signed off by the respective Head of Department.

4.3 Requisitioning

The user department representative shall complete a Procurement Requisition Form and attach the approved requirements, and these shall be submitted to the Procurement Department.

For stock able items, the requester shall confirm that the items are not available in the UHMG stores prior to preparing a requisition or according to the minimum order quantities established. If the items are available in the stores, then stores Requisition shall be raised instead.

4.4 Procurement Thresholds

Procurements approval for Programs The following financial thresholds shall be used in the execution of the procurement transactions:

Invitation of Bids:

- i. Single sourcing - UGX 0 to 2 million
- ii. Restricted - Use of the prequalified list above UGX 2 million to UGX 200 million. (For that purpose, at least three suppliers must be invited to submit a quotation. Should it not be possible to obtain three quotations, a justification approved by the MD must be recorded in writing and filed in the procurement file)
- iii. Open Tender - Procurements above UGX 200 million
- iv. Sole Sourcing - Justification approved by the MD OR when there is only one supplier who can provide the service / products.

Levels of approvals

- i. Procurements from UGX 0 - UGX 5 million shall be approved by the Manager Finance and Administration. (Where the nature of procurement item is technical, the PD shall engage a technical person during evaluation and the technical person shall sign on the analysis form/report).
- ii. Procurements above UGX 5 million shall be approved by the Procurement Committee.
- iii. Procurements beyond UGX 1 billion shall be approved by the Board of Directors.
- iv. Contract Sign-off stage: The Managing Director will sign all contracts/purchase orders/workorders for UGX 0 - UGX1 billion. Contracts Above UGX 1 billion shall be signed by the MD after approval by the Board.

4.5 Lead Times (Invitation / Advertisement)

SN	SOURCING METHOD	LEAD TIME	THRESHOLD
1	Sole sourcing	N/A	Justified by nature of procurement
2	Single/Direct sourcing	3-5 Working days	Justified by nature of procurement
3	Restricted Bidding (where there is use of the pre-qualified list of suppliers)	A maximum of 12 working days	Above UGX 2M to UGX 200M
4	Open bidding (advertise tenders through the media)	Maximum of 20 working days	Above UGX 200M
5	Request for Quotation/Proposals	3 working days	0 – UGX 5M

SECTION 5

SOURCING AND INVITATION TO BID

5.1 Identification of Suitable Suppliers

The Procurement Department shall have overall responsibility to identify potential suppliers from whom the goods/services could be sourced.

In identifying suppliers, the potential sources shall include:

- i. Pre-qualified List of providers.
- ii. Knowledge of the Market/Market Research.
- iii. Suggestions from Stakeholders; or
- iv. Publication of an EOI.
- v. Professional Bodies and/or Regulatory Agencies

This step will result in the generation of a long list of potential suppliers that could be invited to participate in a procurement process.

Where there are enough vendors on the pre-qualified list of providers, the Procurement Department shall stick to vendors on that list.

The procurement department shall validate the providers on the long list in order to satisfy itself that the vendors to be invited deal in the kind of requirements needed are experienced and financially stable, are legally established and that doing business with them presents limited or no foreseeable risk to UHMG. For further clarity, the “long list” will have all suppliers that can be contacted by the Procurement Department while the “prequalified list” will only have suppliers that have been vetted through a formal prequalification process.

Owing to the successful vendor validation exercise, a shortlist shall be generated. The shortlist shall contain a minimum of three providers, and the number shall be increased depending on the nature and complexity of the requirement. In case three vendors cannot be obtained for a particular procurement category, the reasons for failure should be clearly documented.

5.2 Preparation of Bidding/Solicitation Documents

It shall be the responsibility of the Procurement Department to prepare and issue the RFQ/RFP (see RFQ/RFP template in Appendix E). User departments shall not be permitted to send out RFQ/RFPs. The Head of Procurement shall satisfy him/herself that the RFQ/RFP is complete with the statement of requirements and relevant terms and conditions for bidding, as well as the evaluation criteria.

The RFQ/RFP shall be issued to suppliers either by email or in hard copy. Irrespective of the mode of issuance, care shall be observed to ensure that the issuance of the RFQ/RFP is done at the same time to all suppliers. The RFP shall specify the mode of receipt of the vendor responses.

The bidding period may be varied upwards depending on the nature and complexity of the requirements. However, this shall be in writing to all vendors participating in a procurement activity.

SECTION 6

GENERATION AND EVALUATION OF BIDS

6.1 Receipt and Opening of Bids

The method of receipt of provider's responses shall be by bid box, courier or electronic means.

Where the bid box is to be used, the Procurement Department shall ensure that providers always have access to the bid box during working hours until the closing deadline.

The providers shall be required to register the bid at the reception prior to placing the bid in the bid box (Refer to Tender Receipt Register in Appendix F).

Where a bid is too large to be placed in the bid box, a staff of the Procurement department shall:

- i. issue a receipt/acknowledgement for the bid.
- ii. ensure that the bid is kept securely until the deadline for bid submission; and
- iii. ensure that the bid is taken to the location for bid opening with the sealed bid box and included in the bid opening.

Where a bid is delivered by courier, a staff of the Procurement department shall ensure that such bid is registered and included in the bid opening.

Where the requirement is for electronic submission, a designated email address shall be created and be communicated to the bidders. The Head of Procurement or his/her designate shall have access to the email.

All bids received shall be registered in the tender opening register (see Appendix F).

Bids shall be opened in the presence of a member of the procurement committee and details recorded on the bid opening register. For Large sized tenders, bidders or their representatives may be invited to witness the bid opening.

6.2 Evaluation of bids

The evaluation committee shall conduct the evaluation of providers' responses in line with the evaluation criteria specified in the RFP/RFQ. No other criteria shall be introduced during bid evaluation.

6.2.1 Evaluation of bids for supplies

This shall be by technical compliance to the specifications in the RFP/RFQ. The evaluators shall seek to ascertain whether a vendor is compliant and substantially responsive to the technical requirements. Failure of a bid at this stage of the evaluation shall prevent the vendor from being considered for financial/commercial evaluation. Compliance to

the technical specifications shall be on a pass/fail basis. All vendors that are not on the prequalified list of suppliers will have to provide documents that are required for pre-qualification before a contract is awarded to such vendors

Financial Evaluation

The provider with the most economically advantageous bid shall be recommended for contract award. At this stage, the committee shall determine if it is necessary to conduct negotiations with the most economically advantageous provider.

6.2.2 Evaluation of bids for non-consultancy services

For non-consultancy services where the provider is required to demonstrate creativity and innovation, preparation of an approach or methodology for performing a specific procurement activity; a scoring system shall be used. The evaluation committee shall assign appropriate weights to the technical and financial aspects of the proposal. A minimum qualifying mark shall be established and a vendor who scores below this mark shall be eliminated at this level.

For non-consultancy services where a vendor is required to perform tasks that have already been pre-determined (e.g. distribution of fliers, transportation of equipment or drugs from one place to another etc); technical compliance selection shall be used. The evaluators shall seek to ascertain whether a vendor is compliant and substantially responsive to the technical requirements. Failure of a bid at this stage of the evaluation shall prevent the vendor from being considered for financial/commercial evaluation. Compliance to the technical specifications shall be on a pass/fail basis.

Financial Evaluation

Where merit points have been applied, the proposal with the lowest cost shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score shall be obtained by weighting the quality and cost scores and adding them. The supplier obtaining the highest total score (technical and financial) shall be recommended for contract award and invited for negotiations if deemed necessary.

Where technical compliance selection has been applied to evaluate non-consulting services, the vendor with the most economically advantageous bid shall be recommended for contract award.

6.2.3 Evaluation proposals for consultancy services

The evaluation criteria shall be based on the weight attached to each aspect of the consultancy requirement. The criteria shall contain weights, and the weighting shall be a reflection of the importance of each aspect of the requirement. The main criteria disclosed in the RFP shall be divided into sub criteria. The sub criteria shall not be exceedingly detailed to render the evaluation a mechanical exercise more than a professional assessment of the proposals. The following is a guide into the sub criteria:

Consultant's experience relevant to the assignment

- 1 to 3 years
- 3 to 7 years
- 7 to 10 years

Quality of the Methodology proposed

- Technical approach and methodology
- Work plan
- Organization and staffing

Qualifications of the key staff proposed

- General qualifications (general education and training, length of experience, positions held, time with the consulting firm as staff)
- Adequacy for the assignment: (education, training, and experience in the specific sector, field, subject, and so forth, relevant to the assignment)

The Evaluation committee shall evaluate each proposal based on its responsiveness to the Terms of Reference. A proposal shall be considered unsuitable and shall be rejected at this stage if it does not respond to important aspects of the TOR or it fails to achieve a minimum technical score specified in the RFP. Each member of the evaluation committee shall individually score the proposals and the results shall be collated by the Secretary of the evaluation committee. The committee shall then convene to discuss any variations in the scores as well as any observations made during the evaluation.

At the end of the process, the evaluation committee shall prepare an evaluation report of the "quality" of the proposals.

The report shall substantiate the results of the evaluation and describe the relative strengths and weaknesses of the proposals. All records relating to the evaluation, such as individual mark sheets, shall be retained until completion of the exercise.

Financial Evaluation:

After the evaluation of quality is completed, financial proposals of only the firms that have qualified shall be opened in the presence of a member of the Procurement Committee. The evaluation committee shall then review the financial proposals. If there are any arithmetical errors, they shall be corrected. For the purpose of comparing proposals, the costs shall be converted to a single currency selected by UHMG (local currency or fully convertible foreign currency) as stated in the RFP.

The proposal with the lowest cost shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score shall be obtained by weighting the quality and cost scores and adding them.

The bidder obtaining the highest total score (technical and financial) shall be recommended for contract award and invited for negotiations if deemed necessary.

Where only one bid is received in response to a tender; and the bidder has been found to be non-responsive to the technical requirements, the activity/item shall be re-tendered.

The secretary of the evaluation committee shall prepare an evaluation report, which shall be signed by all members of the evaluation committee. The evaluation report shall contain information relating to the solicitation process, details of invitation, information relating to bid receipt and opening, evaluation process including methodology, and recommendation for contract award (refer to Appendix 12 and Appendix 13 for evaluation report templates).

6.3 Approval of Evaluation Report

The evaluation report shall be submitted to the Procurement Committee by the Procurement department for discussion and approval. Proceedings of the Procurement Committee regarding a particular procurement activity shall be communicated in writing to the Managing Director for concurrence, and later to the Head of Procurement, who shall then proceed to implement the decisions.

6.4 Negotiations

Where negotiations have been recommended, at least 3 members of the evaluation committee shall hold such negotiations with the most economically advantageous vendor.

Negotiations may relate to any or a combination of the following:

- i. minor alteration of the technical details of the statement of requirements;
- ii. a change of quantities for budgetary reasons;
- iii. finalizing the payment arrangements;
- iv. agreeing final delivery or work schedules to accommodate any changes required by UHMG;
- v. the proposed methodology or staffing;
- vi. inputs required from UHMG; and
- vii. clarifying details that were not apparent or could not be finalized at the time of bidding.
- viii. On price (where the bid price exceeds the available budget).
- ix. Where the supplier is a sole provider.

Negotiations shall not be conducted to:

- i. substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder; or
- ii. Substantially alter anything which formed a crucial or deciding factor in the evaluation of the vendor.

Where negotiations are not successful with the first ranked vendor, negotiations can be considered with the second best most economically advantageous bidder.

6.5 Approval of Negotiation Report

Upon conclusion of the negotiations, the evaluation committee shall prepare a negotiation report which shall be signed off by the respective members of the committee, and subsequently approved by the procurement committee.

SECTION 7

CONTRACT AWARD, CONTRACTING AND CONTRACT MANAGEMENT

7.1 Contract Award

It shall be the responsibility of the Head of Procurement to communicate the contract award to the successful vendor. Communication shall be in writing. The unsuccessful vendors shall also be notified in writing and duly informed of the respective areas why their offers were unsuccessful.

In accordance with subsection 7.1, the contract award notice shall allow 5 working days within which any unsatisfied bidder should make an appeal. This shall, however, not apply to simple price quotes. If no appeal is received within this period, the Procurement Department shall proceed to prepare a contract document (for Large and medium sized requirements) and a Purchase Order for Simple Price Quotes.

If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it shall address its request to the Head of Procurement, who will provide written explanation. Any request for explanation from one bidder shall relate only to its own bid; information about the bid of competitors will not be addressed.

7.2 Contracting

UHMG shall not engage providers to commence supply of goods, provision of services or execution of works without a signed contract or Purchase order.

The Procurement Department shall within 3 working days after contract award prepare the contract document in consultation with the user and legal departments (see contract templates in Appendix 10 and Appendix 11).

The contract document shall contain all the commercial terms and conditions and shall take into account the unique nature of the requirement.

The draft contract shall be sent to the provider for perusal and agreement prior to signature; and the provider shall be required to revert within 4 working days.

Once the contractual terms and conditions have been agreed upon, the contract shall be signed by UHMG's authorized signatory (the Managing Director or as otherwise delegated).

The following procedure shall be followed:

- i. two (02) copies of the contract are prepared by the Legal department;
- ii. the contracts are sent to the supplier by the Procurement department;
- iii. the supplier returns the signed contracts to the Procurement;

- iv. the Procurement department checks that the Supplier has signed in the correct manner and on the correct page/s and that the contract is dated correctly for the UHMG signature;
- v. the Procurement department arranges for the authorized signatory to sign on behalf of UHMG;
- vi. the supplier is sent their copy of the contract.
- vii. a copy of the contract is kept with the procurement department, and another copy kept with the User department.

7.3 Contract Management

For every contract that UHMG enters into with a provider, a contract manager shall be appointed to ensure that the execution of the contract is in accordance with the agreed terms.

The contract manager shall be nominated by the HOD of the respective user department. The Procurement Department shall work with the contract manager to ensure successful execution of the contract.

The contract manager shall report to the Head of Procurement:

- i. any need for deviation from the terms and conditions of a contract; and
- ii. any need for alterations to the conditions of a contract.
- iii. general progress of the performance of the contract.

A contract may be managed by a body or person external to UHMG, provided the relevant UHMG contract manager supervises the external contract manager.

The roles of the contract manager are:

- i. To ensure that:
 - (a) the provider meets all performance or delivery obligations in accordance with the terms and conditions of a contract;
 - (b) the provider performs the contract in accordance with the terms and conditions specified in the contract and UHMG's requirements.
 - (c) UHMG meets all payment and other obligations in accordance with the terms and conditions of the contract;
 - (d) there is adequate cost, quality and time control where appropriate;
 - (e) there is compliance with the guidelines set out in this manual and best practices;
 - (f) all contract obligations are complete prior to closure of the contract file; and

- (g) all contract management records are kept and archived as required;
- ii. to issue any required variations or change orders, in accordance with the terms and conditions of a contract;
- iii. to provide full details of a required contract amendment to the Procurement Department and to obtain the Managing Director's approval prior to issue of any amendment;
- iv. to manage handover or acceptance procedures and/or verification of goods delivered or services provided or works executed;
- v. to provide full details of any proposed termination of a contract to the Procurement Department and to obtain the approval of the Managing Director prior to termination; and
- vi. To submit reports to the Procurement Department on the progress or completion of a contract as required.

Payment documentation relating to goods delivered, services provided or works executed under the contract shall be prepared by the Procurement Department using a Payment Requisition Form in Appendix G. The complete documentation shall then be forward to the Finance Department to effect payment.

7.4 Verification of goods delivered, services provided or works executed

Prior to preparation of a Goods Received Note, all good/services shall be verified within three (3) days from the date of delivery. Verification shall be carried out by a representative from the user department and a member of the procurement department handling the procurement process. Appropriate Verification Forms in appendix 10 shall be used.

For pharmaceuticals, verification shall be done by the warehouse officers.

Where the staff mentioned in sub-section 7.4 are not technically competent to conduct the verification, another member of staff with relevant technical skills shall conduct the verification. If there is totally no technical staff internally, then UHMG shall seek external technical assistance from a competent authority or individual.

Verification for goods shall confirm the following:

- i. the correct quantity has been supplied;
- ii. the correct brand / product has been supplied;
- iii. the goods are not damaged in any way; and
- iv. the goods provided are of the correct quality/specifications.
- v. the right timing as per contract/LPO

- vi. the right shelf life as per contract/LPO

Verification for services shall confirm the following:

- i. The service provided is to the same standard as prescribed in the Terms of Reference.
- ii. All deliverables under the contract have been provided.

Verification for works executed shall be based on the regular works supervision and monitoring reports prepared by the Supervisor of the works.

In line with subsection 7.4 (iv), the verifiers shall make an item-by-item commentary on the technical specifications of the products, indicating whether the products delivered have met the specifications earlier agreed upon between UHMG and the supplier. Where there is a shortage or other deficiency in the goods delivered, this shall be noted in the verification report and the supplier shall be notified in writing. The Goods Received Note shall not be completed until the issue is resolved.

Where there is a shortage or other deficiency in the goods delivered, the PD shall be notified within one day and the PD shall communicate to the supplier within 2 working days.

In line with subsection 7.4, the user department representative who is responsible for monitoring the services of the provider shall certify in writing that the deliverables are of satisfactory quality and in accordance with the agreed Terms of Reference and contract terms and conditions. Where there is a deficiency in the service provided, the provider shall be informed in writing, and the Goods Received Note shall not be completed until the issue is resolved.

Verification shall cover 100 percent of the delivered products; and shall not be done on a sample basis. The verifiers shall prepare and sign a verification report which shall be submitted to the Head of Procurement.

Payment for goods delivered, services provided or works executed shall not be effected when the verification report is not completed/provided.

SECTION 8

TENDERING PROCEDURES

8.1 Instruction to Tenderers

8.1.1 Scope of the tender

Uganda Health Marketing Group Ltd (UHMG) is a Company Limited by Guarantee whose vision is a Uganda where families and communities are empowered to protect and improve their health; where markets for health products are vibrant and expanding; where consumer access to affordable products and services steadily improves and is increasingly sustainable. UHMG now invites bids from eligible firms for the provision of *[give a brief description of the Services]*. The details of the required services are specified in Section 2, Statement of Requirements.

8.1.2 Corrupt Practices

It is UHMG's policy to require all Bidders and Providers to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, UHMG;

- i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) "corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a UHMG Staff in the procurement process or in contract execution; and
 - (b) "fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of UHMG, 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 UHMG of the benefits of free and open competition;
- ii. Will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.

In pursuit of the policy defined above, UHMG may terminate a contract for Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of UHMG or of a Bidder or Provider during the procurement or the execution of that contract.

UHMG also requires representatives of both UHMG and of Bidders and Providers to adhere to the codes of ethical conduct detailed in Section 3. Any communications between a Bidder and UHMG related to matters of alleged fraud or corruption must be made in writing and sent to the Managing Director.

8.1.3 Clarification to the tender document

A prospective Bidder requiring any clarification of the Request for Proposal document shall contact UHMG in writing at the address below:

Head of Procurement
Uganda Health Marketing Group Ltd
Plot 20 – 21 & 27 – 28, Martyrs Crescent, Ntinda
P.O. Box 4553, Kampala – UGANDA
Tel: +256 (0) 312 244708 Fax: +256 (0) 414 349959

UHMG will respond in writing to any request for clarification, provided that such request is received no later than five (05) days prior to the deadline for submission of bids. UHMG shall forward copies of its response to all Bidders who have acquired the tender document directly from it, including a description of the inquiry but without identifying its source. Should UHMG deem it necessary to amend the tender document as a result of a clarification, it shall do so following the procedure under clause 1.1.4.

8.1.4 Amendment to the tender document

At any time prior to the deadline for submission of bids, UHMG may amend the tender document by issuing an addendum. Any addendum issued shall be part of the tender document and shall be communicated in writing to all who have obtained the tender document directly from UHMG.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, UHMG may, at its discretion, extend the deadline for the submission of bids; in which case all rights and obligations of UHMG and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

8.1.5 Cost of tendering

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

8.1.6 Language of the tender and mode of communication

The medium of communication shall be in writing. The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and UHMG, shall be written in English.

8.1.7 Alternative Bids

Alternative bids shall not be considered.

8.1.8 Bid Prices and Discounts

All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. 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 to be not included in the bid.

The price to be quoted shall be the total price of the bid, excluding any discounts offered. The Bidder shall quote any unconditional and conditional discounts and the methodology for their application. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.

8.1.9 Period of validity of the tenders

Bids shall remain valid for the period of *[state validity period required]* calendar days after the date of the bid submission. A bid valid for a shorter period shall be rejected by UHMG as non-compliant.

In exceptional circumstances, prior to the expiration of the bid validity period, UHMG may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid.

8.1.10 Format and signing of the tender

The Bidder shall prepare one original of the documents comprising the bid and clearly mark it "ORIGINAL". In addition, the Bidder shall submit *[state number of copies required]* copies of the bid and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to represent the Bidder. This authorization shall consist of notarized powers of attorney and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

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

8.1.11 Sealing and marking of tenders

The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. The inner and outer envelopes shall:

- i. bear the name and address of the Bidder;

- ii. be addressed to UHMG at the address prescribed in clause 1.1.13;
- iii. bear the Procurement Reference number of this bidding process; and
- iv. bear a warning not to open before the time and date for bid opening.

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

8.1.12 Deadline for submission of tenders

Bids must be received by UHMG at the address and no later than the date and time indicated below:

For bid submission purposes only, UHMG's address is:

Attention: Head of Procurement
Street Address: Plot 20 – 21 & 27 – 28, Martyrs Crescent, Ntinda
Floor/Room number: First Floor
Town/City, Country: Kampala, Uganda

The deadline for bid submission is:

Date: Time (local time):

Bids shall be deposited in the bid box located at *[state the place where the bid box will be located]*. Bidders shall be required to sign a Tender Receipt Register before placing their bids in the bid box. Please indicate if electronic submissions shall be allowed and provide an appropriate email address where bidders shall send their bids.

8.1.13 Late bids

UHMG shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by UHMG after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

8.1.14 Tender Opening

UHMG shall conduct the tender opening in the presence of Bidders' designated representatives who choose to attend, at the address, date and time specified below:

Street Address: Floor/Room number: Town/City: Country: Date: Time
(local time):

8.2 Evaluation criteria and Selection Procedures

8.2.1 Evaluation Methodology

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection. The Technical Compliance Selection methodology recommends the lowest priced bid, which is compliant and substantially responsive to the technical and commercial requirements of the tender document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

The evaluation shall be conducted in two sequential stages:

- i. a detailed evaluation to determine the technical responsiveness and compliance of the bids to UHMG's Terms of Reference in section 2.2; and
- ii. a financial evaluation to compare costs of the compliant bids received and determine the best evaluated bid.

Bidder whose bids do not meet the technical requirements shall be declared non-compliant and shall not be considered for financial evaluation.

All bids that are compliant and responsive will be ranked, with the lowest priced being ranked first. UHMG shall award the Contract to the Bidder whose offer has been ranked first and determined to be the best evaluated bid.

8.2.2 Qualification Criteria

[where a vendor is required to perform tasks that have already been pre-determined]

The technical aspects to be assessed on pass/fail basis shall be as follows: Please list here all the requirements that should be fulfilled by the bidder. For example;

- i. Sound Financial Stability (Turnover of not less that UGX 100,000,000)
- ii. Competence of managerial and operational staff (Team Leader with at least 5 years in experience; Operational Staff with at least two years experience ;
- iii. Evidence of possession of equipment/facilities
- iv. At least 5 years of Operations in business
- v. 3 reference letters from previous clients

[Where the vendor is required to demonstrate creativity and innovation, preparation of an approach or methodology for performing a specific procurement activity]

The technical aspects to be assessed and the respective maximum scores are as follows: This is for illustration purposes only. The multi-disciplinary team should agree on the technical requirements to be assessed and the maximum scores based on the relative importance of each technical requirement. For example:

Criteria/Technical Requirement	Maximum Score (out of 100)
Experience of the firm relevant to the assignment	10
Creativity and innovation in response to the ToR	40
Approach and methodology for executing the assignment	30
Work Plan for performing the assignment	10
3 Reference Letters from previous clients	10

8.2.3 Clarification of the tender

To assist in the examination, evaluation and comparison of the bids, UHMG may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by UHMG shall not be considered. UHMG's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by UHMG in the evaluation of the bids.

8.2.4 Compliance and Responsiveness of the Bids

UHMG's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

A compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- i. affects in any substantial way the scope, quality, or performance of the Supplies and Related Services specified in the tender document; or
- ii. if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant and responsive bids

If a bid is not compliant and responsive to the tender document, it shall be rejected by the UHMG and will not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

8.2.5 Nonconformities, Errors, and Omissions

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

UHMG shall also 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. UHMG shall further correct arithmetic errors on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of UHMG, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected.

8.2.6 Conversion to Single Currency

For evaluation and comparison purposes, UHMG shall convert all bid prices expressed in amounts in various currencies into a single currency (Uganda Shillings), using the selling exchange rate of the Bank of Uganda as at the date of the deadline of bid submission.

8.2.7 Contract award procedure

Prior to the expiration of the period of bid validity, UHMG shall notify the successful Bidder, in writing, that its bid has been accepted by issue of a Notification of Contract Award. Such letter shall also be copied to all the other bidders.

8.2.8 Signing of the contract

After notification of contract award, UHMG shall send the successful Bidder the Contract Document. Within our (4) working days of receipt of the contract document, the successful Bidder shall sign, date, and return it to UHMG.

SECTION 9

OTHER PROCEDURES

9.1 Emergency Situations

Exigent Situations: These are situations not earlier anticipated which are pressing, crucial, needful, vital, which require very urgent attention. E.g. increase in demand, requirements in a planned activity not foreseen, holding of social activities on request of implementing partners or requirements to be fulfilled to correct a situation that would impact on UHMG image.

The M.D shall approve the procurement and the Head Procurement shall use any method as he / she deems fit depending on the situation.

Where an emergency situation occurs, the requester shall provide comprehensive written justification, stating reasons giving rise to the emergency situation.

An urgent situation arising out of inadequate planning by the user department shall not constitute reason for emergency.

The Managing Director shall approve procurement using emergency procedures. The Procurement department shall obtain at least one quote and subsequently prepare a Purchase Order or Contract.

9.2 Direct Contracting/Single Sourcing

A sole source is where only one provider exists who is able to meet the requirements of the procurement, due to patents or a monopoly situation. Direct Contracting/Single Sourcing shall also be used where there is need to vary the quantities or scope of services or works before or after contract award.

Where only a sole source exists, the Procurement Department shall verify that only a sole source exists and ensure that the sole provider is eligible and qualified prior to finalizing the recommendation of the source.

Notwithstanding procedures in sub section 8.2.2, the Managing Director shall have overall discretion to directly appoint a provider regardless of value of services; especially in circumstances where the procurement item is of a sensitive nature such as Forensic Investigations and Special/surprise audit exercises.

9.3 Prequalification of Providers

UHMG shall conduct a prequalification process for items and non-consulting / consulting services of a routine nature.

- i. During the pre-qualification, before vendors are approved due diligence should be carried out as part of the prequalification exercise.

- ii. Supplier evaluation (Procurement Department shall carry out monitoring of supplier performance on a Bi- annually basis).
- iii. Standard Health Marketeers shall be the preferred supplier for items to UHMG projects (where applicable) and shall have a marginal value of not less than 10% over other suppliers due to total cost considerations.
- iv. Upon completion of prequalification exercise, UHMG shall enter into framework agreements with 2 or more providers for the same item for 6 months minimum.
- v. Prequalification shall be the Priority source list; however, PD shall exploit other sources for vendors such as recommendations, Market Knowledge etc.
- vi. Where there are 5 or more vendors on the list, these shall be used. Where there are less than 5 vendors, then the PD shall exploit other avenues as outlined above.
- vii. To make meaningful competition, a minimum of 3 vendors shall be required for either high or low value items.

To make meaningful competition, a minimum of 3 vendors shall be required for either high or low value items.

Pre-qualification shall be used to identify providers who have adequate capabilities, resources and experience to perform a contract.

Vendor shall be retained on the prequalified list for a period of three years.

Where a procurement process is undertaken for the first time, and the providers that will have qualified for the final evaluation shall be automatically added to the pre-qualified list of providers.

Pre-qualification shall be open to all providers using public advertisement in a newspaper of wide national or international circulation. The prequalification notice shall state the items for which the potential providers can apply for; as well as the necessary information that should be submitted and criteria for pre-qualification.

The bidding period for pre-qualification shall be 10 working days.

The Procurement Department shall manage the pre-qualification process and will consult the User Department or other technical specialists, on drafting the prequalification notice and criteria.

The pre-qualification shall be based on the capability and resources of a bidder, taking into account:

- i. Legal existence of the provider
- ii. experience in similar contracts
- iii. performance on similar contracts
- iv. capabilities with respect to equipment
- v. financial capability of the provider

- vi. litigation record

The assessment/evaluation of pre-qualification submissions shall be in accordance with the requirements and criteria stated in the pre-qualification notice.

Upon completion of the prequalification exercise, UHMG shall enter into framework agreements for a specified period with the providers for supply or provision of goods/services of a routine nature. Depending on the nature of the required items/services, framework agreements can be entered into with 2 providers for the same item.

Standard Health Marketeers shall be the preferred supplier for items to UHMG projects (where applicable) and shall have a marginal value of not less than 10% over other suppliers.

9.4 Expressions of Interest

Expression of Interest is a form of pre-qualification for consultancy services, and shall apply to pre-qualification of consultancy firms; and Individual Consultants who may be required to provide specialized services to UHMG.

The Expressions of Interest shall be based on the capability and resources of a consultant, taking into account:

- i. experience in similar assignments
- ii. performance on previous assignments
- iii. the qualifications and experience of personnel
- iv. litigation record

Notwithstanding procedures in subsection 8.4.1, in circumstances where UHMG requires Technical Services from any government entity, the Managing Director shall directly request for such services from the respective Ministry Department or Agency.

9.5 Procurement by Third Party Providers

Where the user department identifies needs that will best be handled by Third Party Providers, the user department shall provide justification to the Head of Procurement including a cost benefit analysis as to why such requirements should be outsourced.

Items or services to be outsourced to Third Party Providers shall be of such a unique nature, that UHMG has no capability and expertise to manage the procurement process for such items internally.

Where a decision to outsource has been made by UHMG Management, the outsourcing contract shall be for a specified period as UHMG senior management shall determine and shall include explicit performance measures to be monitored.

The outsourcing contract shall allow UHMG to negotiate rates for specific services or products under the contract, before such services or products are supplied by the provider.

9.6 Procedure for Handling Complaints from providers

Where a bidder is dissatisfied with the results of the bidding process, they shall lodge an appeal in writing to the Managing Director within 5 working days after the notice of contract award.

The appeal application shall be based on facts and shall state the details of the procurement requirement to which the complaint relates; the grounds for dissatisfaction; and documentary or other evidence supporting the complaint.

The Managing Director or as otherwise delegated to a member of the Senior Level Management Team, shall stop the procurement process, examine the appeal, investigate the complaint and respond to the bidder within 5 working days.

9.7 Record keeping

The Procurement Department shall be responsible for maintaining all procurement records of UHMG.

Procurement records maintained by UHMG shall contain the following information:

- i. a request to initiate procurement proceedings;
- ii. a copy of the published advertisement or shortlist;
- iii. a copy of Invitation To Bid and any amendments or clarifications;
- iv. a copy of all bids evaluated or clarifications requested and responses received;
- v. the evaluation report;
- vi. minutes of meetings on procurement, including pre-bid and negotiation meetings;
- vii. a notification to the successful bidder;
- viii. all correspondences between UHMG and a bidder or potential bidder;
- ix. a copy of the signed contract document/LPO, including any signed contract amendments;
- x. any variations or change orders issued under the contract;
- xi. minutes of any meetings related to contracts management, including contract progress or review meetings;
- xii. delivery documents evidencing delivery of supplies or completion certificates in relation to a contract for services or works under the contract;

- xiii. verification report for goods delivered, services provided or works executed;
- xiv. a copy of all invoices for works, services or supplies including work papers verifying the accuracy of payments claimed and details of the actual payment authorized by a contract manager;
- xv. a copy of cumulative payment worksheets evidencing management of all payments made; and
- xvi. a copy of any claims made by the contract manager on behalf of UHMG in respect of any warranty, non-warranty, short supply, damage and other claims upon the provider or upon UHMG.

SECTION 10

DISPOSAL OF ASSETS

10.1 Compilation of list of items for Disposal

Annually, the Managing Director shall constitute an ad hoc Asset Disposal Committee composed of three members i.e. a member from the Procurement department, a member from the Senior Level Management Team and any other staff.

The Asset Disposal Committee shall be responsible for compiling a list of all the items that are obsolete, unusable/unserviceable, surplus stock or equipment or items that have exhausted their useful life.

Upon proper Justification the MD can authorise the disposal of a onetime fully depreciated asset and market value less than Ugx 1m to a charity or for charitable cause.

Assets to be disposed shall be grouped in contracts or lots in a manner which attracts maximum possible competition.

10.2 Valuation of Assets

During compilation of the items for disposal, the Asset Disposal Committee shall indicate the name of the asset, location, current state of the asset, and approximate present value of the asset.

The compiled list of items for disposal shall be approved by the Managing Director.

Prior to the disposal proceedings and where it is cost effective, a second independent, market-based valuation shall be obtained from an appropriate authority or provider in order to provide an indication of the present value of the asset. The results of the valuation by the Asset Disposal Committee shall be confidential and shall not be disclosed to the independent valuer. UHMG shall use an average of the two valuations to determine a reserve price for the asset, which shall be the minimum sale price of the asset.

10.3 Methods of Disposal

In disposing off assets, UHMG staff shall be given priority to buy the assets.

Where the bids received from the staff are below the reserve price, or where the staff have not expressed any interest in purchasing the items, the items shall be sold by public bidding.

10.4 Disposal Process by Sale to UHMG Staff

The Asset Disposal Committee shall publish a non-public invitation notice on all UHMG notice boards, staff email and intranet. The notice shall indicate the list of items for disposal and their respective location and condition. The notice shall indicate that the items

shall be sold “as is, where is”.

- The Asset Disposal Committee shall request for written sealed bids from interested staff.
- The advertising period for Sale to Staff shall be five (5) working days.
- A staff shall not be permitted to bid for more than one similar item.
- A member of the Asset Disposal Committee shall not be permitted to participate in the disposal process as a bidder.
- The sealed bids shall be deposited in the bid box at or before the deadline of submission determined by the Asset Disposal Committee.
- Late bids shall not be accepted.
- The bids shall be opened by the Asset Disposal Committee, and details of the bidder, the items bided for and amount quoted recorded.
- Evaluation of bids shall be done by the Asset Disposal Committee; and shall be based on price only.
- A post-bid negotiation shall not be permitted;
- The Asset Disposal Committee shall make the award decision and communicate to all staff who participated in the bidding.
- Staff that will have been awarded shall pay for the items within two (2) working days from the date of issuance of the award notice.
- Payment will be made by cash to the Finance Department and a receipt shall be issued as proof of payment. If payment is not made within the prescribed time frame, the second best evaluated bidder shall be awarded unless his/her bid falls within the category described in clause 9.3.2 above.
- Upon payment, the awarded staff shall collect the item from the UHMG premises within two (2) days at his/her own cost, on presentation of his/her receipt as proof of full payment.

10.5 Confidentiality

The Asset Disposal Committee shall maintain the highest level of confidentiality during the disposal process, to the extent that any information related to reserve prices, evaluation/comparison of bids and recommendations for award shall not be disclosed to bidders or any other person not officially concerned with the disposal process, until the award to the successful bidder has been published.

Any efforts by a bidder to influence the Asset Disposal Committee’s processing of bids or award decision shall result in automatic rejection of his/her bid.

10.6 Other Methods of Disposal

The Asset Disposal Committee shall select other disposal methods as follows:

- i. public bidding – shall be used in line with subsection 9.3.2;
- ii. donations - shall include free distribution of pharmaceutical products that are about to expire not cannot be interpreted as dumping, especially where the intended beneficiary shall make further use of the product ethically. For other items which have neither been bought staff or the public, the items shall be donated in line with the UHMG CSR Policy.
- iii. Destruction of assets - shall include incineration in case of expired commodities in line with the Environmental Management Policy.

Records of disposal shall contain the following documents, where appropriate:

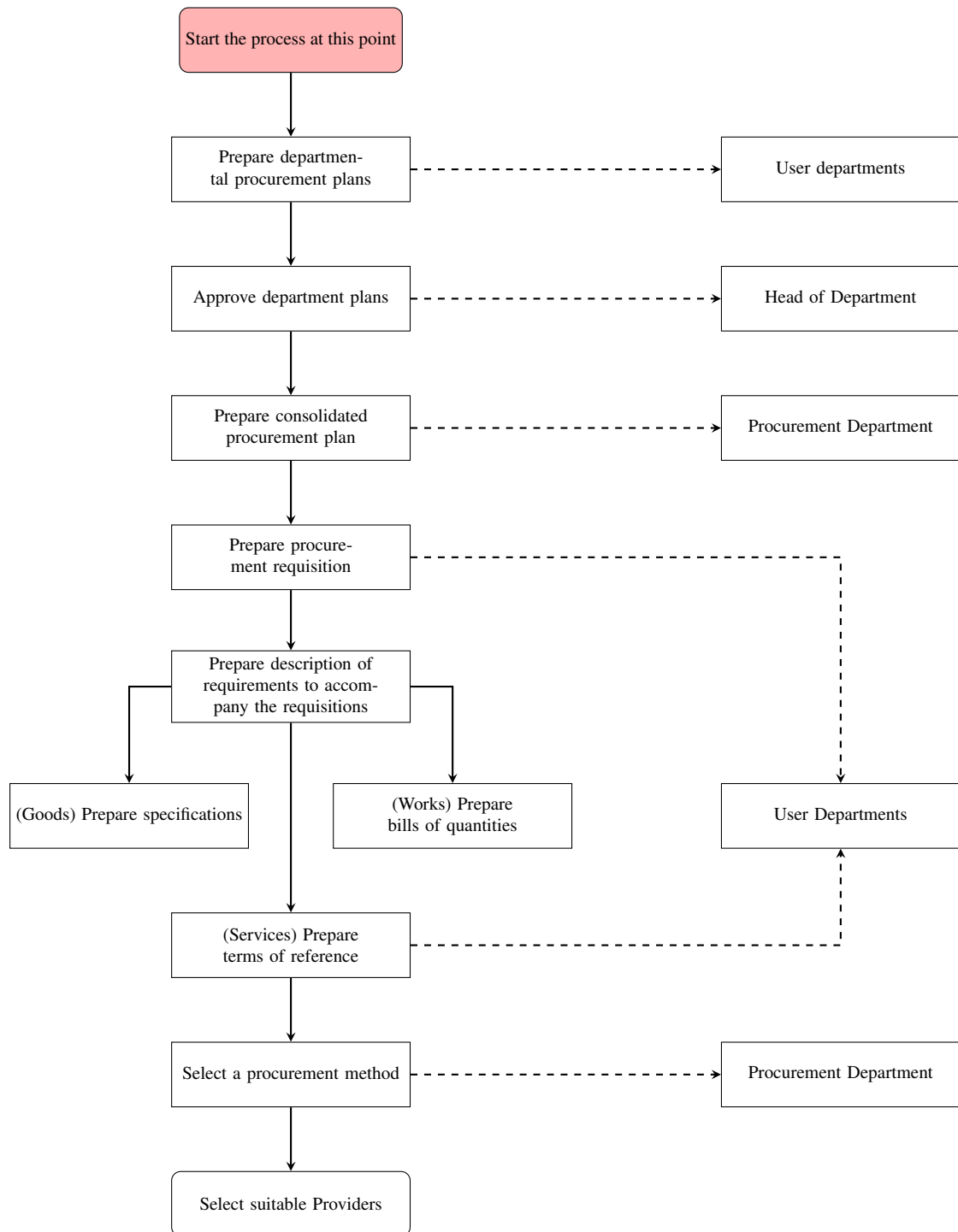
- i. an appointment of the members of the Asset Disposal Committee,
- ii. a copy of an invitation notice;
- iii. valuation reports by the Asset Disposal Committee and the independent valuer.
- iv. a record of the bid opening;
- v. a copy of all bids evaluated;
- vi. the evaluation report;
- vii. minutes of meetings on the disposal;
- viii. records of receipts of payment and hand over certificates.
- ix. an Asset disposal report

Part II

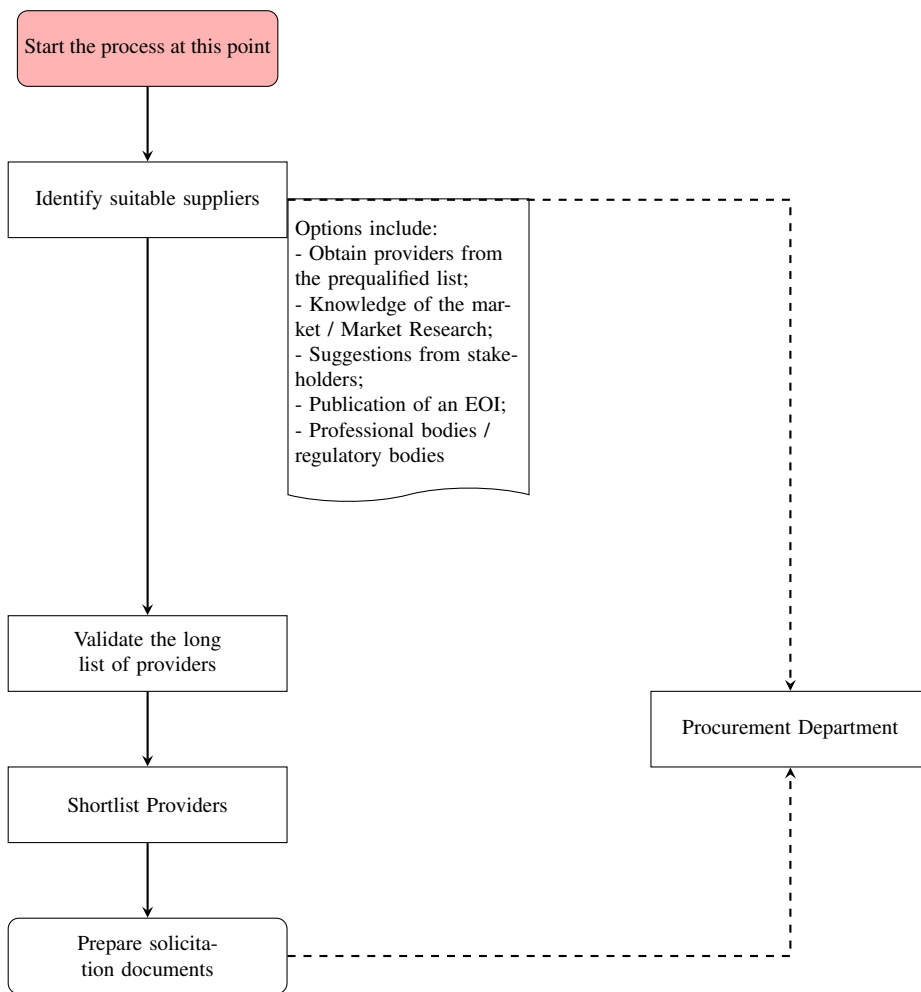
Appendices

A. Flow Charts

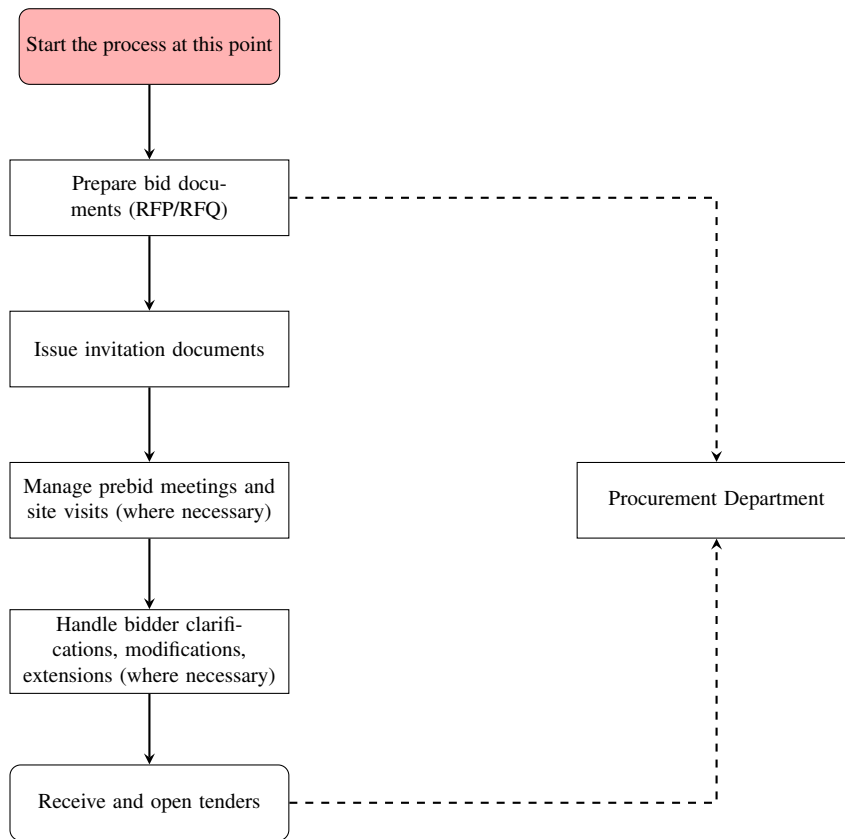
I Main Activities and Responsibilities



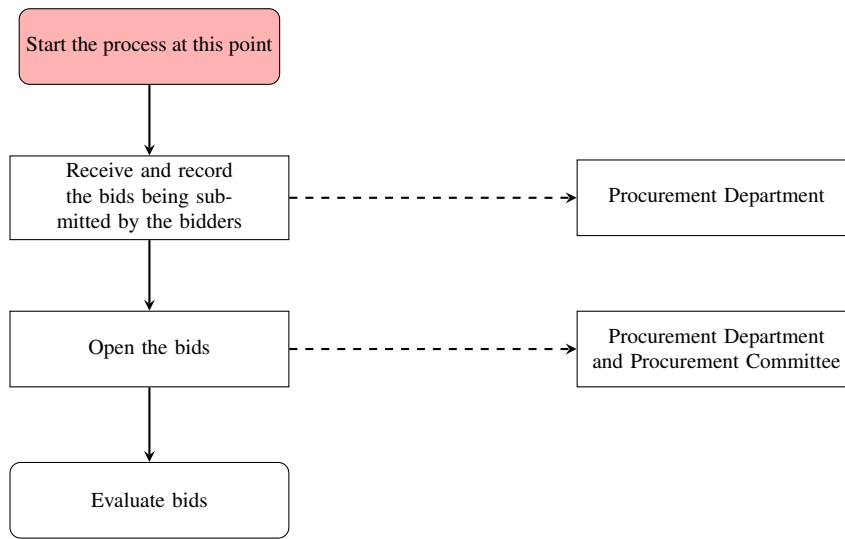
II Select suitable providers



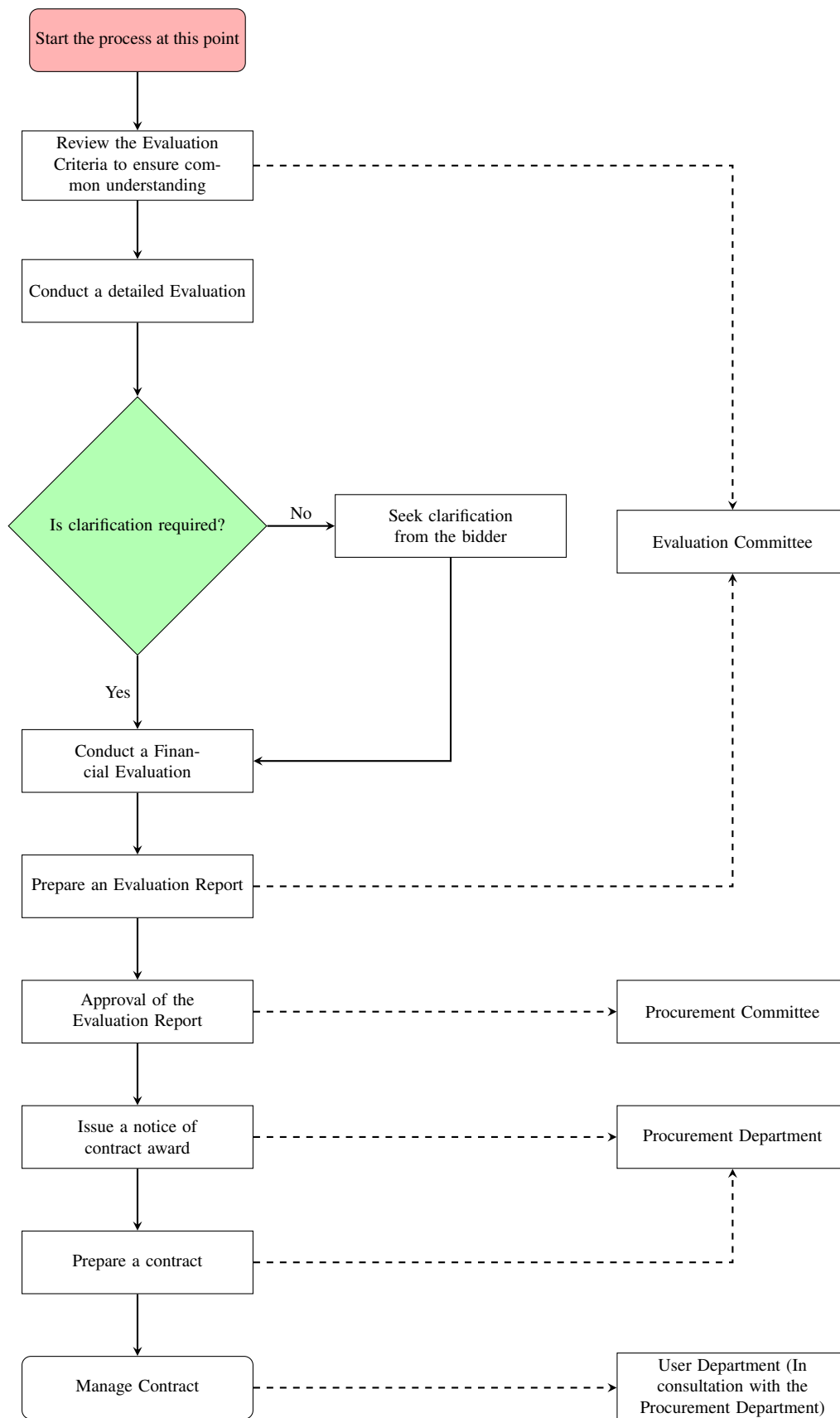
III Prepare solicitation documents



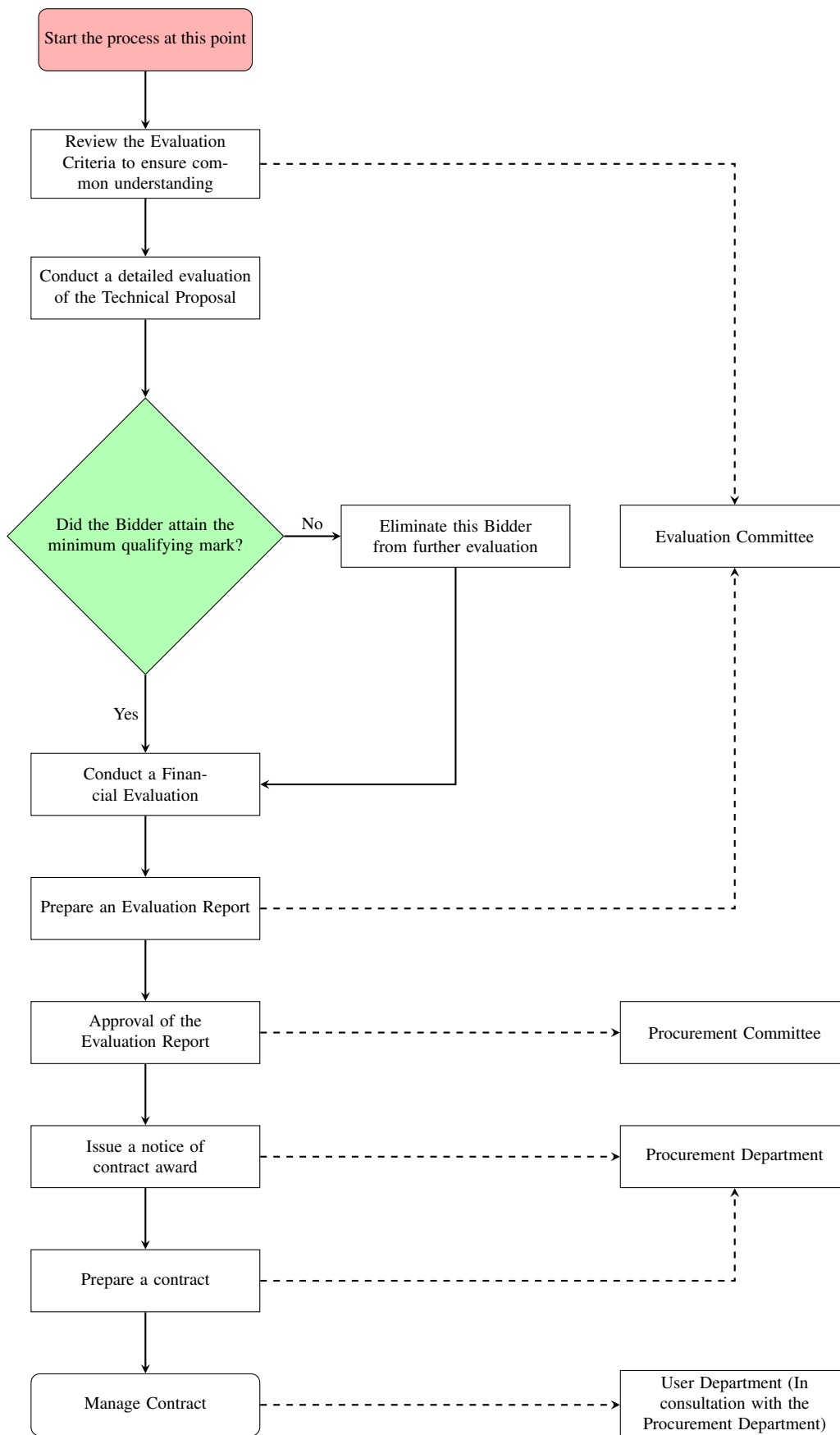
IV Receive and open tenders



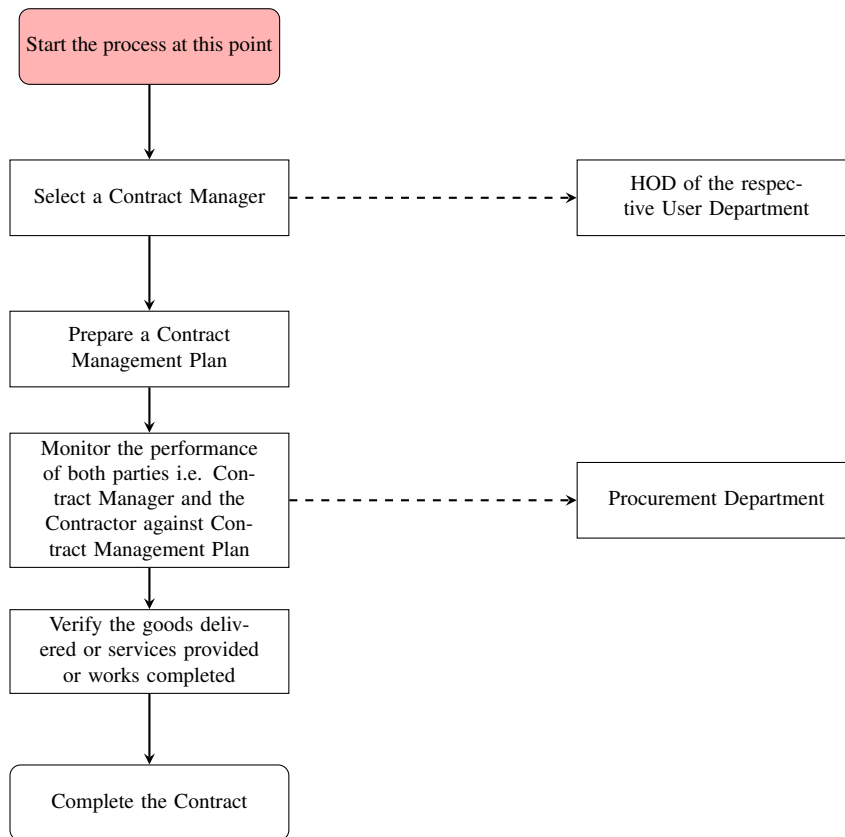
V Evaluation of goods, works and non-consultancy services



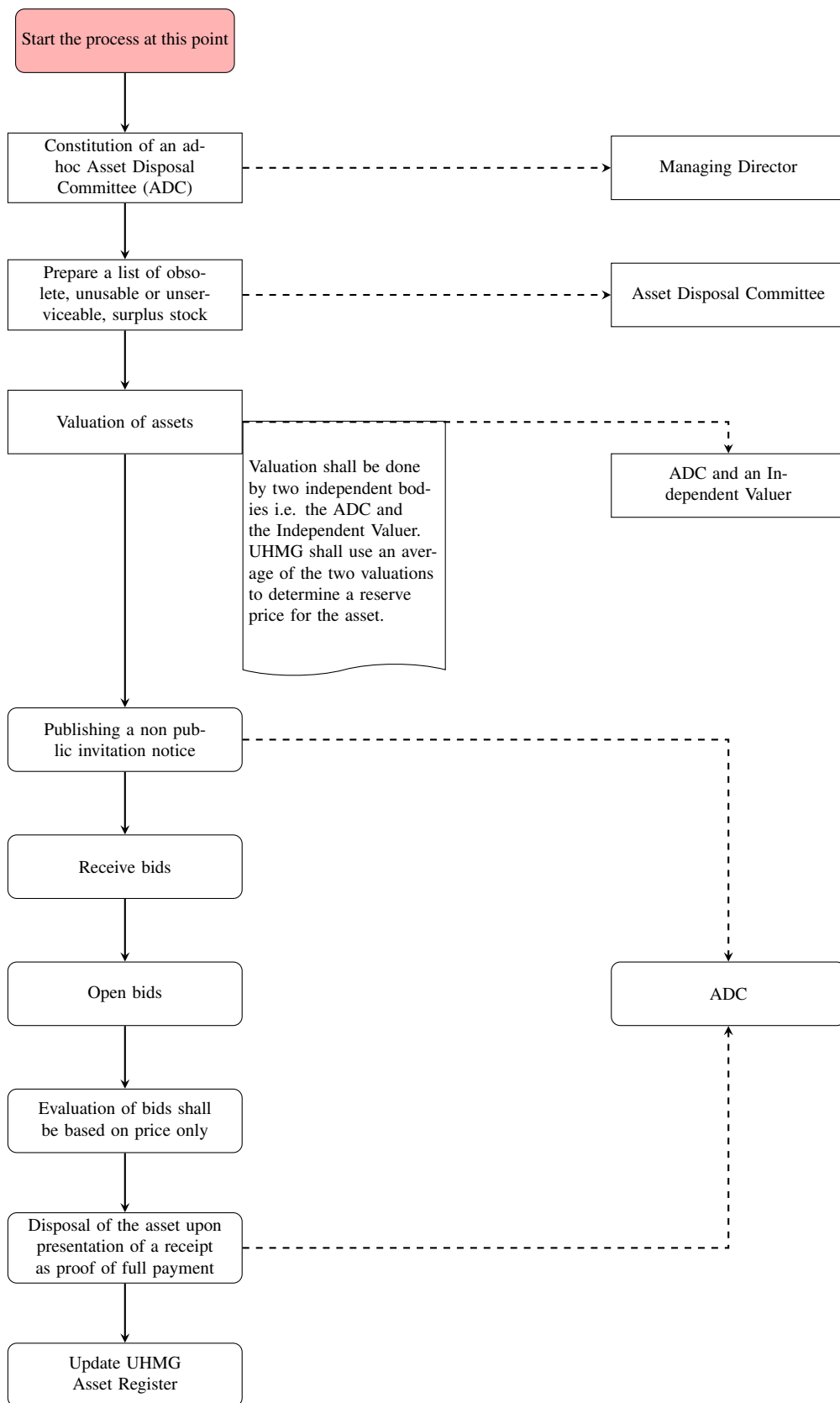
VI Evaluation of consultancy services



VII Contract management



VIII Disposal of Assets (Sale to UHMG staff)



B. Code of Ethical Conduct for UHMG Staff

RESPONSIBILITY STATEMENT: About my responsibilities as a staff that, at any one time, may be involved in procurement-related transactions of UHMG, I accept the responsibility to:

- i. Reveal any personal interest that may impinge or might reasonably be deemed by others to impinge on business dealings with any vendor.
- ii. Abide by the provisions of the Staff Code of Conduct as stated in Section 11 of the Human Resource Management Manual.
- iii. Respect the confidentiality of information received during business dealings and shall never use such information for personal gain.
- iv. Maintain a high level of ethics:
 - (a) Have no financial or personal beneficial interest directly or indirectly with vendors when I am able to influence UHMG's decision to procure from those vendors.
 - (b) Decline rebates, gifts, money, or anything of value offered by vendors, other than items of nominal value (under UGX 200,000), which shall be declared to my supervisor for Management's action as per the set guidelines.
- v. Conduct business with vendors:
 - (a) In an atmosphere of honesty and good faith, without intentional misrepresentation and with equal objectivity and fairness to all vendors.
 - (b) Affording prompt and courteous reception as business conditions permit to vendors who arrange to meet with UHMG on legitimate business missions. (This does not include unarranged visits).
- vi. Strive to obtain the maximum value for each purchase, including use of cost-effective procurement processes.
- vii. Adhere to and protect the supplier's business and legal rights to confidentiality for trade secrets, and other proprietary information.
- viii. Refrain from publicly endorsing products.

Any actual or attempted violation of this code by a staff of UHMG shall result in application of disciplinary measures in line with the UHMG Human Resource Policies.

Declaration:

I hereby declare that I have read the Procurement Code of Ethical Conduct, and that I will execute my responsibilities with regard to all procurement and disposal-related activities of UHMG in accordance with this code.

Name:

Position:

Signature:

Date::

C. Code of Ethical Conduct for Suppliers

I Purpose

The purpose of this Supplier Code of Conduct is to assure that Suppliers share UHMG's commitment to responsible business practices.

II Scope

This Code of Conduct is to be accepted and applied by all suppliers and consultants contracted to do business with UHMG.

III The Code

- i. **Integrity:** Suppliers shall desist from getting involved in the following practices:
 - (a) Corrupt practice - offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of UHMG staff;
 - (b) fraudulent practice - any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a UHMG or its staff, in order to obtain financial or other benefit or to avoid an obligation;
 - (c) Collusive practices - an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of a UHMG staff;
 - (d) Coercive practices - impairing or harming, or threatening to impair or harm, directly or indirectly, a staff of UHMG or the property of the staff to influence improperly the actions of the staff;
 - (e) Misrepresentation - deliberately altering or making false statements or submitting forged documentation to UHMG.
- ii. **Gifts and gratuities:** UHMG employees are prohibited by a Code of Ethics from asking for or accepting any money, object of value or preferential treatment from any current or prospective UHMG provider. Offering gifts or gratuities that would cause a UHMG employee to be in violation of these rules is a violation of this Supplier Code of Conduct.
- iii. **Protecting Confidential Information:** Suppliers may receive or encounter information about UHMG's business activities, contracts, projects, structure, financial situation or performance. Such confidential information must not be disclosed to any third party without prior written permission from UHMG. Disclosure of such information to employees of the Supplier must also be restricted to those who have a need to know such information.
- iv. **Fair business practices:** The supplier must uphold standards of fair business and ensure that information provided to customers is not misleading.

Any actual or attempted violation of this code by a supplier shall result in termination as a UHMG Supplier or rejection of a proposal for contract award.

IV Declaration:

I hereby declare that I have read the UHMG Supplier Code of Ethical Conduct and that I will execute my responsibilities with regard to procurement activities of UHMG in accordance with this code.

For and on behalf of the Supplier:

Organisation

Name:

Position:

Signature:

Date::

D. Procurement Requisition Form

Subject of Procurement:					
Location for Execution / Delivery:				Date Required:	
Item No.	Description (A detailed list, Specifications, Scope of Work, Terms of Reference or Bills of Quantities should be attached)	Qty	Unit of Measure	Estimated Unit Cost	Estimated Total Cost
Funds Availability	Budget Code	Utilised so Far	Balance Remaining	Currency	
				Estimated Total Cost	

I, the undersigned, certify that (1) the works, services or supplies described above are required and that the Statement of Requirements is accurate, (2) approval is granted to proceed with the procurement and that (3) funds are available or budgeted for the requirement.

Procurement Requisition Approval by Budget Holder: Signature: _____ Name: _____ Position: _____ Date: _____	Confirmation of Budget by the Finance and Administration Manager: Signature: _____ Name: _____ Position: _____ Date: _____	Approval by Managing Director (or as otherwise delegated) Signature: _____ Name: _____ Position: _____ Date: _____
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E. RFQ/RFP Template

I Request for Proposal

Subject of Procurement:	
Procurement Reference Number:	
Date of Issue:	

Contents

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2 Statement of Requirements

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3 Supplier Code of Ethical Conduct

F. Tender Forms

I Tender Submission Form

[This Tender Submission Form 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]

TENDER SUBMISSION FORM

Date: *[insert date (dd/mm/yyyy) of tender submission]*

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

To: Head of Procurement UHMG Ltd.
Plot 20 – 21 & 27 – 28, Martyrs Crescent, Ntinda
P.O. Box 4553, Kampala – UGANDA
Tel: +256 (0) 312 244708 Fax: +256 (0) 414 349959

Dear Sir / Madam,

I, the undersigned, being the authorized signatory of the above Tenderer, hereby declare that we have examined and accept without reserve or restriction the entire contents of the Tender Specifications for the tender referenced above.

We therefore offer to supply and deliver (Indicate the services to be provided) in conformity with the tender documents at the prices and conditions indicated in the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of (indicate validity of your bid) calendar days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We also agree to abide by the UHMG Supplier Code of Ethical Conduct.

We understand that you are not bound to accept any Bid you may receive.

Dated this day of [month] [year]

Name: Signature:

In the Capacity of:

Duly authorized to sign the Bid for and on behalf of:

.....

[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the Bidder in its bid].

II Price Schedule

Date: *[insert date (dd/mm/yyyy) of bid submission]*

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

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

Activity	Input Qty	Unit of measure	Unit Price	Total Price
Total bid price:				

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

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

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

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

Dated this day of [month] [year]

[insert date of signing]

III Statement of Requirements

VI Tender Receipt Register

Subject of Procurement:	Date:		Time:	No.	Name of Supplier	Submission Date	Submission Time	Name of Person submitting	Signature of Person submitting
Procurement Reference Number									
Deadline for Submission									

G. Payment Requisition Form

Subject of Procurement:			
Location for Execution / Delivery:			
Purpose of payment:			Amount:
Total:			
Amount in words:			
Payment due date:			
Confirm that the following supporting documentation is attached (tick box)			
<input type="checkbox"/> Goods/Services Verification Report		<input type="checkbox"/> Goods Received Note (for supplies)	
<input type="checkbox"/> Local Purchase Order / Contract		<input type="checkbox"/> Delivery Note (for supplies)	
<input type="checkbox"/> Procurement Requisition Form		<input type="checkbox"/> Invoice/Fee Note	
<input type="checkbox"/> For Services, attach letter from supplier confirming provision of service/submission of deliverables		<input type="checkbox"/> Activity Report	
Payment Approval:			
Budget Holder:		Finance Manger:	
Signature:		Signature:	
Name:		Name:	
Position:		Position:	
Date:		Date:	

H. Purchase Order Terms and Conditions

(to be printed overleaf each Purchase Order)

- i. The supplier shall deliver the goods to UHMG Central Warehouse at Ntinda or any other UHMG place as directed in writing.
- ii. The goods shall be of merchantable quality and fit for purpose for which they were purchased.
- iii. Goods shall be deemed to be a property of the supplier until UHMG Officers sign the delivery note and issue a UHMG Goods Received Note for the goods.
- iv. Risk shall not pass to UHMG until condition No.3 above is fulfilled.
- v. The supplier shall have the right to sell the goods free from any charges or encumbrances and UHMG shall enjoy quiet possession of the goods.
- vi. Where sale is by description/sample, the bulk correspond with the description/sample and the supplier shall give UHMG reasonable time to inspect/compare the bulk with the sample.
- vii. Goods supplied shall be free from any defect rendering them contract to condition No.2 above.
- viii. Time of delivery and payment for the goods shall be as agreed upon by the supplier and UHMG.
- ix. UHMG shall not be deemed to have accepted the goods until UHMG Goods Received Note has been issued by the UHMG Warehouse for the goods.

I. Solicitation for Simple Price Quotes

[Date]

[Insert Name and Address of the Bidder]

[Procurement Reference Number]

Dear Sirs,

Request for Quotations for *[Insert Subject of Procurement]*

Uganda Health Marketing Group invites you to submit a quotation for the items described above. The items required are described in detail in the Statement of Requirements section attached to this invitation letter.

If you have any questions regarding this tender, please do not hesitate to contact (contact name) on (telephone number) or (email address).

If you are not able to submit a tender for the work at this time, your co-operation in communicating this fact to the contact below, would be much appreciated.

Yours sincerely,

[Signature, Name and Position of Authorised Uganda Health Marketing Group Official]

I Statement of Requirements

I.1 List of Supplies and Price Schedule

[Complete with the currency of your quotation. Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

Currency of Quotation: _____

Item No	Description of Supplies	Quantity	Unit of Measure	Unit Price	Total Price
1					
2					
3					
Total Bid Price					

The validity period of our quotation is: _____ days/weeks/months from the time and date of the submission deadline.

The delivery period offered is: _____ days/weeks/months from date of Purchase Order.

List of Supplies and Price Schedule Authorised By:

Signature: _____

Name: _____

Position: _____

Date: _____

Authorised for and on behalf of:

Company Name: _____

II Specification and Compliance Form

Column 'B' states the minimum technical specification of the item(s) required by Uganda Health Marketing Group. The Bidder is to complete column 'C' by stating "comply" or "not comply" and then complete column D with the technical specification of the item(s) offered and give details of the areas of non-compliance.

Bidders who do not complete this form in the prescribed manner shall be disqualified. Item No. Technical Specification required including applicable standards.

Comply/ Not Comply	Compliance of specification offered	A	B	C	D
1					
2					
3					
4					

Specification and Compliance Form Approved By:

Signature: _____

Name: _____

Position: _____

Date: _____

Authorised for and on behalf of:

Company Name: _____

J. Contract for Supplies

CONTRACT

FOR

SUPPLY OF XXXXXXXXXXXXXXXXXXXX

BETWEEN

UGANDA HEALTH MARKETING GROUP

AND

XXXXXXXXXXXXXXXXXXXX

Contract

THIS AGREEMENT made the _____ day of _____, 20XX, between **Uganda Health Marketing Group** of Plot 20-21 & 27-28, Martyrs Crescent, Ntinda, P. O. Box 4553, Kampala, Uganda (hereinafter “the Purchaser the one part, and _____ of _____ (hereinafter the Supplier), of the other part: WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____. (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 General Provisions

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 1.2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Conditions of Contract;
 - (b) The Statement of Requirements;
 - (c) The Price Schedules or Price Quotations submitted by the Supplier; and
 - (d) The Purchaser’s Notification to the Supplier of award of Contract.
- 1.3 In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 1.4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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.

2 Definitions

- 2.1 The following words and expressions shall have the meanings hereby assigned to them:
 - (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Conditions of Contract”, means the conditions in this section of the Contract, which shall govern the Contract.
- (h) “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser” means the entity purchasing the Goods and Related Services,
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (m) “The Site” where applicable, means the place goods shall be delivered or where related services shall be performed.

3 Contract Documents

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

4 Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms: The version of Incoterms shall be: _____
- 4.3 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 Nonwaiver
- (a) Subject to Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.6 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.

5 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, but any documents provided in another language must be accompanied by an accurate translation into English. For purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6 Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7 Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address below:

For notices, the Purchaser's address shall be:

Attention:

Street Address: Plot 20-21 & 27-28, Martyrs Crescent,

Floor/ Room number: 1st Floor

City: Ntinda

Country: Uganda

Telephone: +256-312-244-700

Facsimile number: +256-414 349 959

Email address: info@uhmg.org

For notices, the Supplier's address shall be: Attention:

Street Address:

Floor/ Room number:

City:

Country:

Telephone:

Facsimile number:

Email address:

The term "in writing" means communicated in written form with proof of receipt.

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

8 Governing Law

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Uganda.

9 Settlement of Disputes

- 9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to an arbitrator agreed on by both parties.
- 9.3 Where arbitration fails, the parties may resort to litigation.

10 Scope of Supply

- 10.1 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

11 Delivery

- 11.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements. The details of shipping and other documents to be furnished by the Supplier are: _____

12 Supplier's Responsibilities

- 12.1 The Supplier shall supply all the Goods and Related Services included in the Statement of Requirements, and the Delivery and Completion Schedule.

13 Purchaser's Responsibilities

- 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner

14 Contract Price

- 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15 Terms of Payment

- 15.1 The Contract Price shall be paid as follows: e.g. 100% on acceptance of the goods by the Purchaser or 50% on signing the contract and 50% of delivery of the goods
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed and upon fulfilment of all the obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

15.4 All payments made to the Supplier under this Contract shall be made in _____ (state currency).

. Taxes and Duties

15.4.1 For goods supplied from outside the Republic of Uganda, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of Uganda.

15.5 For goods supplied from within the Republic of Uganda, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

15.6 If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall not be made.

16 Copyright

16.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17 Confidential Information

17.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier.

17.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

17.3 The obligation of a party under Sub-Clauses 17.1 and 17.2 above, however, shall not apply to information that:

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

17.4 The above provisions of Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

17.5 The provisions of Clause 17 shall survive completion or termination, for whatever reason, of the Contract.

18 Subcontracting

18.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

19 Specifications and Standards

19.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

19.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser.

20 Packing and Documents

- 20.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 20.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including any additional requirements, and in any other instructions ordered by the Purchaser.

21 Insurance

- 21.1 The Goods supplied under the Contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.

22 Transportation

- 22.1 Responsibility for transportation of the Goods shall be in accordance with the agreed Incoterms.

23 Inspections and Tests

- 23.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.
- 23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Republic of Uganda. Subject to Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Sub-Clause 23.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 23.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 23.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Sub-Clause 23.4.
- 23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Contract.

24 Liquidated Damages

- 24.1 If the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to _____ percent of the Contract Price for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of _____ percentage. Once the maximum is reached, the Purchaser may terminate the Contract.

25 Warranty

- 25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 25.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 25.3 The warranty shall remain valid for _____ months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for _____ months after

the date of shipment or loading in the country of origin, whichever period concludes earlier.

- 25.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 25.5 Upon receipt of such notice, the Supplier shall, within _____ days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 25.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Sub-Clause 25.5; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

26 Limitation of Liability

- 26.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

27 Change in Laws and Regulations

- 27.1 If after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Republic of Uganda where the Site is located that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall not be correspondingly increased or decreased.

28 Force Majeure

- 28.1 The Supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 28.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29 Change Orders and Contract Amendments

- 29.1 The Purchaser may at any time order the Supplier through notice, to make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 29.2 If any such change causes increase or decrease in the time required for the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 29.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

30 Extensions of Time

- 30.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate

the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 30.2 Except in case of Force Majeure, as provided under Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 24, unless an extension of time is agreed upon, pursuant to Sub-Clause 30.1.

31 Termination

31.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 30; or
 - (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 31.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 31.2 Termination for Insolvency The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

31.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted

by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32 Assignment

- 32.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Uganda, and have affixed their hands and seals on the day, month and year indicated below.

FOR UGANDA HEALTH MARKETING GROUP

NAME: _____

IN THE CAPACITY OF: _____

SIGNATURE: _____

Witnessed by:

NAME: _____

IN THE CAPACITY OF: _____

SIGNATURE: _____

FOR THE SUPPLIER (Indicate Name)

NAME: _____

IN THE CAPACITY OF: _____

SIGNATURE: _____

Witnessed by:

NAME: _____

IN THE CAPACITY OF: _____

SIGNATURE: _____

Appendices

Appendix A: Specifications

Appendix B: Delivery and Completion schedule

Appendix C: Price Schedule

K. Evaluation Report for Consultancy Services

I Background and Technical Evaluation

I.1 Background

Include a brief description, context, scope, and objectives of the services.

I.2 Details of Invitation

Give details of the invitation of bids, for example, issuance of public bid notice, invitation of prequalified suppliers, and number of firms that were invited/number of firms that purchased the tender document, and date of invitation.

I.3 Pre-Bid Meeting (delete if not applicable)

A pre-bid meeting was held at [location] on [date]. Details issues that were discussed at the meeting or attach pre-bid meeting minutes as an annex.

I.4 Details of Bid Closing

Bidding was closed on [date] at [time]. Indicate the number and names if firms that submitted bids before bid closing.

I.5 Details of Bid Opening

Detail the location, date and time of bid opening. Indicate the names and number of firms whose bids were opened as well as the UHMG officials who attended the opening. Record of bidder's representatives who attended the opening should also be detailed here or attached as an annex.

I.6 Details of Evaluation Team

Detail the names, positions of the UHMG officials that were involved in the evaluation of bids:

I.7 Details of Evaluation Methodology

Give a description of the evaluation methodology that was used to conduct the evaluation.

I.8 Details of Technical Evaluation

Describe briefly the meetings and actions taken by the evaluation team: justification of sub-criteria and associated weightings as indicated in the Request for Proposals; and compliance of evaluation with RFP.

Present results of the technical evaluation: scores and the award recommendation.

Highlight strengths and weaknesses of each proposal.

- i. Strengths: For example, experience in very similar projects; quality of the methodology, proving a clear understanding of the scope of the assignment; strengths of

the local partner; and experience of proposed staff in similar assignments.

- ii. Weaknesses: For example, of a particular component of the proposal; of a lack of experience;; of a lack of practical experience; of staff experience compared to the firm’s experience; of a key staffer (e.g., the team leader); of a lack of responsiveness etc

Comment on individual evaluators’ scores (discrepancies).

Items requiring further negotiations.

The table below can be used to summarise the technical evaluation

Consultants’ names	Insert name of Consultant 1	Insert name of Consultant 2	Insert name of Consultant 3	Insert name of Consultant 4
Criteria	Scores	Scores	Scores	Scores
Experience of the firm				
Proposed Methodology				
Qualification and Competency of Proposed staff				
Total score				
Rank				

I.9 Recommendation

On the basis of the detailed evaluation criteria and the minimum technical qualifying mark of (minimum qualifying mark) stated in the RFP, it is recommended that the financial bids of the following (number) bidders be opened:

No.	Name of Bidder	Technical Score

I.10 Sign-off by the Evaluation Team:

I confirm that this Evaluation Report gives a complete and accurate report of the evaluation conducted:

No.	Name	Signature	Date

II FINANCIAL COMPARISON

II.1 Details of Financial Bid Opening

Detail the location, date and time of bid opening. Indicate the names and number of firms whose bids were opened as well as the UHMG officials who attended the opening.

II.2 Financial comparison

Describe the correction of any arithmetic errors, application of any discounts, adjustments made for any errors or omissions, and conversion to a common currency.

The bid with the lowest evaluated price will be given a score of 100 and the other bids shall be given financial scores that were inversely proportional to the lowest priced bid.

Financial Evaluation can also be summarised in the table below:

No	Name of Bidder	Bid Currency	Bid Total	Corrections Made	Corrected Amount	Exchange Rate	Converted Total	Evaluated Total	Financial Score

II.3 Total Technical and Financial Score

A total score shall be obtained by weighting the technical and financial scores, using the weights stated in the RFP, and adding them together. State the technical weight (technical weight) % and the financial weight (financial weight) %. The bids shall be ranked according to total score, with the highest total score being ranked first.

Summarise the technical and financial scores and weightings and the total scores and rankings in the table below:

Name of Bidder	Technical Evaluation			Financial Evaluation		Combined Evaluation	
	Technical scores $S(t)$	Weighted scores $S(t) \times T$	Technical rank	Financial scores $S(f)$	Weighted scores $S(f) \times F$	Scores $S(t)T + S(f)F$	Rank
Award recommendation to highest combined technical/financial score:							
Bidder's name:							

II.4 Observations during evaluation (if applicable)

Give details of any observations made during the evaluation, the discussions held, and the alternative views of the evaluation team members.

II.5 Recommendations

On the basis of the evaluation methodology and criteria stated in the Invitation, it is recommended that:

- i. the best evaluated bid for the procurement of (list all items the recommendation relates to) is from (Name of Bidder) with a total evaluated price of (currency and amount).
- ii. negotiations are required (state issues that will require negotiations).

II.6 Sign-off by the Evaluation Team:

I confirm that this Evaluation Report gives a complete and accurate report of the evaluation conducted:

No.	Name	Signature	Date

III Annexes: (amend as appropriate)

- List of firms that were issued with RFP
- Tender Receipt Register
- Tender Opening Register including attendance list
- Minutes of pre-bid meeting
- Individual Evaluation Sheets
- Individual Evaluations Comparison Sheets

Individual Evaluations

Consultant's/Bidder' name: _____

Criteria/Sub-Criteria	Maximum Scores	Evaluators					Average Scores
		1	2	3	4	5	
Experience of the firm							
Quality of Methodology proposed							
Qualification and competency of proposed Staff							
Total	100						

Individual Evaluations - Comparison

Evaluator's name: _____

Criteria/Sub-Criteria	Maximum Scores	Name of Consultant/Bidder				
		1	2	3	4	5
Experience of the firm						
Quality of Methodology proposed						
Qualification and competency of proposed Staff						
Total	100					

L. Evaluation Report for Supplies and non-consultancy Services

I Introduction or Background

Give a brief description of the requirement, for example; The requirement is for the [supply, delivery, installation and commissioning] of [subject of procurement].

II Details of Invitation

Give details of the invitation of bids, for example, issuance of public bid notice, invitation of prequalified suppliers, and number of firms that were invited/number of firms that purchased the tender document, and date of invitation.

III Pre-Bid Meeting (delete if not applicable)

A pre-bid meeting was held at [location] on [date]. Details issues that were discussed at the meeting or attach pre-bid meeting minutes as an annex.

IV Details of Bid Closing

Bidding was closed on [date] at [time]. Indicate the number and names if firms that submitted bids before bid closing. Details of Bid Opening Detail the location, date and time of bid opening. Indicate the names and number of firms whose bids were opened as well as the UHMG officials who attended the opening. Record of bidder's representatives who attended the opening should also be detailed here or attached as an annex.

V Details of Evaluation Team

Detail the names, positions of the UHMG officials that were involved in the evaluation of bids.

Name; Position and Department

VI Details of Evaluation Methodology

Give a description of the evaluation methodology that was used to conduct the evaluation.

VII Details of Technical Evaluation

Give a narrative on the results of the technical evaluation and detailed justification with reasons why any bids were declared non responsive. Include details of all clarifications requested and received from bidders or presentation made by bidders.

A summarise of technical evaluation can be made in the table below:

No.	Name of Supplier	Technical Responsiveness (<i>R/NR</i>)	State reasons for non-responsiveness

R = Responsive; *NR* = Non Responsive;
(delete that which is not applicable in the table above)

The technical evaluation eliminated [number] bidders, [Names of Bidders].

(Attach technical evaluation sheet for each bid).

VIII Financial Evaluation (for only technically responsive bids)

Describe the correction of any arithmetic errors, application of any discounts, adjustments made for any, errors or omissions, and conversion to a common currency. Provide the ranking of the responsive bids (lowest priced should be ranked first).

Financial Evaluation can also be summarised in the table below:

No	Name of Bidder	Bid Currency	Bid Total	Corrections Made	Corrected Amount	Exchange Rate	Converted Total	Evaluated Total	Financial Score

IX Observations during evaluation (if applicable)

Give details of any observations made during the evaluation, the discussions held, the alternative views of the evaluation team members.

X Recommendations

On the basis of the evaluation methodology and criteria stated in the Invitation, it is recommended that:

- i. the best evaluated bid for the procurement of (list all items the recommendation relates to) is from (Name of Bidder) with a total evaluated price of (currency and amount).
- ii. negotiations are required (state issues that will require negotiations).

XI Sign-off by the Evaluation Team:

I confirm that this Evaluation Report gives a complete and accurate report of the evaluation conducted:

No.	Name	Signature	Date

XII Annexes: (amend as appropriate)

- List of firms that were issued with RFP
- Tender Receipt Register
- Tender Opening Register including attendance list
- Minutes of pre-bid meeting
- Technical evaluation sheet for each bid

M. Verification Form Templates

I For Services Provided

VERIFICATION REPORT FOR SERVICES PROVIDED

1. Background Information

Name of Service Provider:	
Contract/LPO No:	
Brief Description of Services under the contract:	
Expected Deliverables/Outputs:	
Expected completion Date:	
Actual Completion Date:	

VERIFICATION REPORT FOR SERVICES PROVIDED**2. Assessment of work done**

<i>Explain in detail whether the services provided were to the expected standard and in accordance with the Terms of Reference and contract terms:</i>
<i>Give details of any deficiencies associated with the services provided:</i>
<i>State the areas/aspects that should be rectified by the service provider (if any):</i>

3. Certification

<i>Verification conducted by:</i>
<i>Name:</i> _____
<i>Position:</i> _____
<i>Signature:</i> _____
<i>Date:</i> _____

VERIFICATION REPORT FOR GOODS DELIVERED

State deficiencies to be corrected by the supplier (if any):

Verification conducted by:

<i>Name:</i>	_____	<i>Name:</i>	_____
<i>Position:</i>	_____	<i>Position:</i>	_____
<i>Signature:</i>	_____	<i>Signature:</i>	_____
<i>Date:</i>	_____	<i>Date:</i>	_____