	MOUNTAINS OF THE MOON UNIVERSITY	Minute: 192/12/MMU UC/MAR.25(5)
Document Title	Procurement and Disposal Manual	Effective Date: 11th February 2025
Section Name	Finance and Accounts Department	Issue Number: 007

MOUNTAINS OF THE MOON UNIVERSITY

PROCUREMENT AND DISPOSAL MANUAL

2025

Checked by; GREGORY TWEHEYO	Approved by; ENG. DR. BEN MANYINDO	Date: 18/3/2025

FOREWORD

Mountains of the Moon University is a public University in Uganda, located in Fort Portal City, mandated under the Statutory Instruments 2013 No. 31 of the Laws of Uganda to provide quality education, generate knowledge, promote innovation and community empowerment for transformation. The vision of Mountains of the Moon University is "to be a model academic and professional University for transformation and development.''

Mountains of The University was established by the Universities and Other Tertiary Institutions Act, 2001 (as amended). The University Council is the supreme governing body of the University. The Procurement and Disposal Unit (PDU) is one of the Units under the University Secretary, who is the Accounting Officer of the University. Mountains of The Moon University, being a public institution, is a procuring and disposal entity. It derives its mandate from the Public Procurement and Disposal of Public Assets PPDA Act Cap.205. This PPDA Act is enforced by the Public Procurement and Disposal Authority, which oversees and regulates procurement and disposal functions in Public entities.

To enable the University carry out its mandate as set out in the Statutory Instruments 2013, it has put in place this procurement and disposal manual. The document provides a comprehensive procurement management policy and procedures.

The purpose of the manual is to provide easily understood operational procedures and guidelines on all matters relating to the procurement of supplies, works and services for the University and also the disposal of assets in accordance with the Public Procurement and Disposal of Public Assets Act Cap 205. It is not intended to replace the PPDA Act and Regulations. It is meant to promote efficient and effective performance of the procurement function of the University.

The procedures in this manual are intended to emphasize the application of the Public Procurement and Disposal of Public Assets Act and Regulations, which must be adhered to by all University staff.

The manual is designed by the Procurement and Disposal Unit of the University and will be subject to review from time to time so as to incorporate any changes in the Government of Uganda's public procurement policies, practices and guidelines.

Lastly, using this manual does not relieve staff of any obligations under the PPDA Act, Regulations, or Guidelines. Therefore, users are advised to read it in conjunction with the PPDA Act Cap.205 and Regulations issued to them by the Procurement and Disposal Unit so as not to miss any detailed provisions.

Eng. Dr. Ben Manyindo
CHAIRPERSON UNIVERSITY COUNCIL

ACKNOWLEDGEMENT

Mountains of the Moon University is committed to good governance, among other things, developing policy tools to help in managing its resources. The approval of this Policy Manual by the University Council is, therefore, a central step towards the achievement of good financial governance and the actualization of the University vision and mission.

This Procurement and disposal Manual will be instrumental in guiding the University Council, University Management, staff, and students in managing the University procurement and disposal process. The various regulations, systems, processes, and procedures outlined in this Manual are intended to guide compliance by all stakeholders and ensure that the ethical conduct expected of the institution is upheld.

I wish to sincerely thank the University Council for approving this Procurement and Disposal Manual as a gesture of its continued commitment to good governance and policy guidance. In the same vain, I wish acknowledge the various University stakeholders including the offices of the University Secretary and the Deputy Director Procurement and Disposal, the members of the University Management Committee, the Finance, Planning and Resource Mobilization Committee and the University Council for their valuable roles during the process of developing this important Manual.

I encourage all University stakeholders to read, uphold, protect, implement, and comply with this Manual keenly to strengthen the University's good governance in general and procurement and disposal management in particular.

Professor Pius C. Achanga, Ph.D. (Cranfield)

VICE-CHANCELLOR

ACRONYMS AND ABBREVIATIONS

AO	Accounting Officer
CC	Contracts Committee
EC	Evaluation Committee
EOI	Expression of Interest
GCC	General Condition of Contract
GRN	Goods Received Note
PDE	Procuring and Disposing Entity
PDU	Procurement and Disposal Unit
PPDA	Public Procurement and Disposal of Public Assets Authority
PPDA Act	Public Procurement and Disposal of Public Assets Act and Regulations
PS/ST	Permanent Secretary/Secretary to Treasury
RFP	Request for Proposals
RFQ	Request for Quotations
UD	User Department
SBDs	Standard Bidding Documents
SCC	Special Condition of Contract
TOR	Terms of Reference

DEFINITIONS

(1) The following words and phrases shall be understood as defined hereunder;

An Accounting Officer	is an officer of the University appointed by the Permanent Secretary/Secretary to the Treasury. Accounting Officer is a person who controls and is personally accountable to Parliament for the regularity and propriety for all resources wholly funded through the Consolidated Fund;
Act	the Public Procurement and Disposal of Public Assets Act Cap. 205, 2024;
Authority	the Public Procurement and Disposal of Assets Authority established under Section 6 of the PPDA Act Cap.205
Authorising Officer	any person who has been granted the power to authorize a transaction, or otherwise commit a Faculty, Institute, Department, Section/Unit or an Office e.g. Head of Department;
Award	a decision by a Contracts Committee of the University to enter into a contract with a successful bidder for delivery of specified items, services or execution of works;
Best practices	the industry standards defined in the PPDA Act Cap.205
Bid	a tender, or an offer to provide, in response to an invitation, by a person, consultant, firm, company or an organisation expressing his or its willingness to undertake a specified task at a price;
Bidder	a person who submits a bid;
Bidding documents	the set of documents sold or issued by the procuring and disposing entity/purchaser to potential bidders in which the formal invitation, specifications, terms and conditions of the proposed procurement are prescribed. The terms “bidding documents”, “solicitation documents”, “tender documents”, and “bid document” are synonymous;
Bid Notice	any 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 Security	a security, serving as a guarantee that the bid shall remain valid until the contract is awarded or until the expiry of a

specific period, delivered along with the bid by a bidder in a form and accordance with the terms and conditions specified in the document inviting the bid. The terms “bid security”, “bid bond”, “bid guarantee” are synonymous in terms of their effect and purpose;

Bill of Quantities summary of the units and unit prices of the items proposed under the contract;

Board means the Governing body e.g. University Council;

Chairperson means the chairperson of a Contracts Committee;

Competitive bidding a procedure leading to the award of a contract whereby all the interested persons, firm, companies or organisations may bid for the contract and includes both national competitive and international competitive bidding;

Consultancy services a expert services of an intellectual or advisory nature, provided by a practitioner who is skilled and qualified in a particular field or profession; and includes but not limited to; engineering design or supervision, accountancy, auditing, financial services, procurement services, training and capacity building services, management advice, policy studies and advice and assistance with institutional reform;

Consultant an individual who or a firm, company, corporation, organisation or partnership which provides consultancy services to the University;

Contract an agreement enforceable by law;

Contractor a person, consultant, firm, company or an organisation who undertakes to supply goods, services or works;

Contracts Committee means the committee that is responsible to adjudicate the recommendations from the Procurement and Disposal Unit and award contracts, approve various stages in the procurement and disposal process ensuring that best practices are adhered to and compliance with the PPDA Act and Regulations;

Contract Management the 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 the University;

Corrupt and fraudulent practices includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the University; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the University of the benefits of free and open competition and any request, or solicitation of anything of value by any public official in the course of the exercise of his/her duty;

Currency point — a currency point is equivalent to twenty thousand Uganda shilling;

Disposal — means the divestiture of public assets, including intellectual and proprietary rights and goodwill, and any other rights of a procuring and disposing entity by any means, including sale, rental, lease, franchise, auction, or any combination however classified other than those regulated by the Public Enterprise Reform and Divestiture Statute, 1993;

Disposal process — means the successive stages in the disposal cycle, including planning, choice of procedure, measures to solicit offers from bidders, examination and evaluation of those offers and award of contract;

Emergency — means natural calamities, disasters, accidents, war and operational emergency which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person, property or the environment;

Emergency situation — a circumstance which is urgent or unforeseeable or a situation which is not caused by dilatory conduct where; (i) the University is seriously threatened by or actually confronted with a disaster, catastrophe, war or an act of God, (ii) life or the quality of life or environment may be seriously compromised, (iii) the conditions or quality of goods, equipment, buildings etc may seriously deteriorate unless action is urgently and necessarily taken to maintain them in their actual value or usefulness, (iv) an investment project is seriously delayed for want of minor items, or (v) a government programme would be delayed or seriously compromised unless a procurement is undertaken within the required time frame;

Expression of Interests (EOI) — means to express willingness to undertake a consultancy assignment by providing necessary information required by the University for consideration;

Evaluation Committee means a committee established by Contracts Committee and or appointed by the Procurement and Disposal Unit to undertake evaluation of bids and quotations for procurement;

Eligible Bid a Bid that meets the basic eligibility criteria in a preliminary evaluation and which then goes forward for other stages of evaluation. Mandatory eligibility criteria may include registration as a company, possession of a business licence, TAX compliance, etc. A tender may also specify that a Bid Security for a specified amount and in a specified format be enclosed with the tender. If there is no Bid Security, the bid is "non-compliant" and therefore not "eligible" to go forward to the evaluation stage;

Force Account means work which a University executes using its own resources including labour, equipment, materials and supplies;

Foreign provider a provider whose business is not registered in Uganda;

Framework Contract means a contract whereby the procurement is made for a certain volume or quantity of a particular goods or services and works over a specific period against an agreed sum or rate, through the placement of a number of orders – "call-off orders";

INCOTERMS a set of internationally accepted definitions of trade terms (e.g. DDP, CIF, FOB, etc) issued by the International Chamber of Commerce, such as those of INCOTERMS 2021;

Invitation to Bid a document published or notified by the University, which informs the potential bidders that it intends to procure goods, services and or works;

Lowest Evaluated Bid means a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document; and having the lowest evaluated cost;

National provider a provider registered in Uganda and wholly owned and controlled by Ugandan;

Non-Consultancy Service 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;

Pre-qualification	a screening process designed to ensure that invitations to bid are confined to capable providers;
Procurement	acquisition by purchase, rental, lease, hire purchase, licence, tenancy, franchise, or any other contractual means, of any type of works, services or supplies or nay combination by the University;
Procurement and Disposal Unit	a division in a University responsible for the execution of the procurement and disposal function;
Procurement process	the successive stages in the procurement cycle including planning, choice of procedure, measures to solicit offers from bidders, receipt and opening of bids, examination and evaluation of offers, award of contract and contract management;
Procuring and Disposing Entity	a department of government, a council, a body corporate established under an Act of parliament, and any other body or unit established and mandated by government to carry out public functions;
Provider	means a natural person or an incorporated body including a consultant, contractor or supplier licensed by a competent authority to undertake business activities;
Policy	is a governing set of principles which establish the general parameters for an organisation to follow in carrying out its responsibilities, and guiding decision making;
Public Asset	any property, tangible and intangible, owned by the University including physical property, shares, proprietary rights and land;
Public funds	means monetary resources appropriated to the University through budgetary processes, including the Consolidated Fund; grants and credits put at the disposal of the University by foreign donors, and revenues generated by the University;
Public Officer	means any officer employed in the public service, including statutory bodies, departments of the government, and any other body established by government to carry out public functions;
Records	any document relating to any stage of a procurement or disposal process and shall be the original document.
Resident provider	a provider registered in Uganda who is not a national provider;

Request for Proposals	the term commonly used for bidding documents in the procurement of consultancy services;
Responsive Bid	means a Bid that meets the technical requirements of a tender in the technical evaluation stage. Technically non-responsive bids do not go forward to the financial evaluation stage;
Services	any object of procurement or disposal other than works and supplies, and include, 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;
Solicitation documents	bidding documents or any other documents inviting bidders to participate in procurement or disposal proceedings and includes documents inviting potential bidders to pre-qualify, and standard bidding documents.
Specifications	the description of an object of procurement or disposal in accordance with national and international standards adopted and approved by the Authority after consultation with the National Bureau of Standards or other appropriate trade associations and professions, which shall be mandatory in all bidding documents;
Statement of Requirements	a document that contains a full and complete description of the requirement that is the subject of the procurement or disposal;
Supplies	includes goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as services incidental to the provision of such supplies where the value of such services does not exceed the value of the supplies;
Transparency	means openness and accountability in all activities and actions concerned with procurement;
Threshold value	monetary value, expressed in Uganda Shillings or US dollar, for determining the procurement procedures to be followed;
User Department	any department, division, branch or section of the procuring and disposing entity, including any project unit working under the authority of the procuring and disposing entity,

which initiates procurement and disposal requirements and is the user of the requirements;

Value for Money means best returns for each shilling spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet the University's requirements;

Works any activities involving construction, reconstruction, demolition, repair, fabrication, overhaul, renovation decoration, painting, installation, erection, and excavation, dredging which make use of a combination of labour, machinery, equipment, material and technology. The terms "Work" or Works" shall include: Civil works such as works for the purposes of roads, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels, or earthworks in connection with other works and or mechanical or electrical works such as works of a mechanical or electrical nature for the purposes of, for example, fabrication, turbines, generators, transformers or other mechanical and electrical equipment in power plants, substations or other works.

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CHAPTER 1

INTRODUCTION

This chapter gives background information about MMU, the University's purpose of existence, the purpose of the manual and its scope.

1.1 Purpose of this Manual

The purpose of this Manual shall be: -

a) To serve as a simplified reference manual for all persons charged with the responsibility of handling procurement & disposal activities;
b) To describe procedures to be followed and documentation to be used in sourcing selection and retention of providers for supplies/services/works to Mountains of The University (MMU);
c) To guide the staff in the management of the procurement & disposal function in order, to create uniformity and consistency using best practices so as to achieve value for money;
d) To enhance the quality of service delivery;
e) To act as an induction manual for people who are not familiar with the procurement & disposal function.
f) To ensure ethical conduct in procurement & disposal management at MMU and to promote the corporate image of the University.

1.2 Authority of the Manual

a) The manual has the approval of the University Council. Failure to comply with any policies and procedures contained in this manual may render an employee liable to disciplinary action in accordance with the Human Resource Policy of the University and/or other applicable laws of Uganda. A plea of ignorance will not be acceptable as an excuse for non-compliance.
b) If for any reason a given policy or procedure cannot be implemented, it would be incumbent upon the concerned official to notify the immediate supervisor in writing detailing the circumstances and submit an alternative policy or procedure to be discussed by management for subsequent approval by the University Council. Management may endorse or reject the exception and the procedure to be valid as a replacement.

1.3 Scope of the Manual

(1) This manual shall be known as Mountains of the moon University Procurement and Disposal Manual.

(2) The manual is designed to assist staff in following the Government of Uganda Public Procurement and Disposal of Public Assets Regulations. It customizes the Public Procurement and Disposal of Public Assets Act, and Regulations and Guidelines, and it is meant to promote efficient and effective performance of the procurement function of the

University. It is intended for guidance purposes only. Use of this manual does not relieve staff of any obligations under the PPDA Act and Regulations, and Guidelines.

(3) The manual covers the standard procurement and disposal cycle from initiation of procurement and disposal to final delivery or performance and contract completion.

1.4 Application of Public Procurement and Disposal Rules

(1) The manual applies to all procurement operations of the University irrespective of the source of funding.

(2) All procurement and disposal activities of the University shall be carried out in accordance with the rules set out in the PPDA Act Cap.205 and Regulations and in this manual except in the case:

(a) Where an international agreement, such as a financing agreement with a donor, conflicts with the PPDA Act Cap. 205, Regulations and or Guidelines, the terms and conditions imposed by the donor of the funds shall prevail with respect to the procurement that uses the funds.

(b) However it applies, where a bilateral loan or negotiated grant contains a condition that the provider shall originate from the country of the donor, procurement of the provider shall be in accordance with the PPDA Act Cap .205 and or this manual.

(c) where an international agreement contains provisions favourable to national or resident providers, the University shall bring these provisions to their attention through a notice in a local newspaper of wide circulation, and shall also detailed the favourable terms in the solicitation documents.

1.5 Corporate Governance of MMU

The Mountains of the Moon University (MMU) is the 10th Public University in Uganda. It was formerly a private non-profit community University having been established in 2015 and chartered in 2018. It was taken over by Government through a Statutory Instrument, No. 2 of 2022, of 14th January 2022. The University Council is the Supreme governing body of the University, as provided under section 40 of the Universities and Other Tertiary Institutions Act (UOTIA), 2001 as amended.

The Governing Institutional framework and arrangement for service delivery consists of the University Council as the overall Governing body; the Top University Management (TUM) consisting of the Officers of the University; the Senate providing the oversight and policy direction on the academic affairs as well as the Faculty Board Committees and Several Administrative Committees.

1.5.1 The University Vision and Mission

Mountains of the Moon University is guided by the following Vision, Mission and Core Values: -

a) The University Vision is: To be a center of excellence in teaching, research and community engagement for sustainable development

b) The University Mission is: To Innovative and transformative education, research and community engagement for social economic transformation.

c) The core values; Professionalism, Innovativeness, integrity, teamwork and social responsibility

(1) The **Vision** of the Procurement and Disposal Unit is to support quality education, user departments and University operations with procurement excellence.

(2)The **Mission** of the Procurement and Disposal Unit is to coordinate and maintain the procurement processes to ensure that adequate and quality goods, works and services are acquired competitively, transparently and economically.

1.6 The University Procurement and Disposal System

As a rapidly growing organization, the University is concerned with successfully delivering its objective and aspirations by developing and implementing sound procurement and disposal systems that comply with national Public Procurement and Disposal of Public Assets (PPDA ACT Cap.205) in delivering value for money. The University has several administrative units that support its core activities.

The University's Procurement system encompasses all the personnel, resources, systems and activities that work together to carry out in an effective manner the procurement and disposal functions of the University. This manual seeks to streamline the functions of all the elements within this system to ensure that all the activities of the University are carried out systematically to safeguard and add value to assets and hence value for money.

The implementation of sound Procurement and disposal systems is therefore designed in such a way as to ensure that: -

a) All procurement and disposal shall be executed only upon appropriate approval and authorization; and
b) Procurement and disposal conducted shall be reported monthly to the relevant authority.

1.7 Legal Framework of the Manual

In developing this manual, consideration was given to Public Procurement and Disposal of Public Assets (PPDA Act Cap.205), the main procurement legal framework for Uganda. It guides on the ideal procurement process cycle and the safe- guards for public funds.

1.8 Updates and Revision

a) This manual is not static, it will be continuously adapted and aligned to the changing environment in which the University operates. The manual shall therefore be revised from time to time with the approval of the University Council.

b) Suggestions and ideas on how the manual could be improved should be forwarded to the University Head of Procurement and Disposal Unit who would liaise with the University Secretary to effect the necessary identified changes for the approval of the University Council.

1.9 Effective Date of Implementation

Implementation of this manual shall be effective from this date of signing.

1.10 Application of this manual

This manual shall be applied to all Procurement and disposal activities undertaken by the procurement and disposal unit on behalf of the University

CHAPTER 2

GENERAL PROCUREMENT MANAGEMENT GUIDING PRINCIPLES AND POLICIES

2.1 Procurement at the University

(i) In accordance with Section 33 of the PPDA Act Cap.205, the Procurement and Disposal Unit (PDU) shall manage all procurement or disposal activities of the entity up to the point of contract placement. The Procurement and Disposal Unit will be working with the User Departments and seeking approvals from the Contracts Committee, where appropriate.

(ii) All procurement or disposal activities in the University shall be conducted in accordance with the following basic principles:

2.2 Non-discrimination of bidders

The University shall not discriminate conduct tribal basis, religion, disability etc during procurement and disposal process

2.3 Transparency, accountability and fairness

The University shall conduct it procurement and disposal in a manner that the process is known to everyone and self-accountable and fairness is provided

2.4 Competition and ensuring value for money

The University shall ensure opportunity is open to maximum competition to achieved value for money

2.5 Confidentiality

The University shall ensure that information relating to conduct of procurement and disposal process are kept confidential before conclusion of the process

2.6 Promotes economy and efficiency

The university shall ensure that procurement is conducted timely with minimum cost.

2.7 Use of Pre-qualification

(1) In accordance with Regulation 28 (1) of the PPDA (Rules and Methods for Procurement of Supplies, Works and Non-Consultancy Services) Regulations, 2023, No. 100, the University is required to use pre-qualification under open domestic or open international bidding to obtain a list of pre-qualified providers who may be included on shortlists of bidders invited to bid for future contracts.

(2) The University shall pre-qualify providers once every three (3) years and update their list of providers at least annually where necessary.

2.8 Procurement and Disposal Planning

(1) In accordance with Section 60 (1) of the PPDA Act Cap.205, the University is required in each financial year, by a date determined by the Permanent Secretary/Secretary to the Treasury, prepare and submit to the Secretary to the Treasury and to the PPDA, it's approved annual procurement and disposal plan for the following financial year.

(2) The User department shall, based on the approved budget, prepare the procurement plan and submit it to the Procurement and Disposal Unit for consolidation

(3) No procurement shall be carried out outside the procurement plan.

(4) For disposal planning, the Accounting Officer shall, in each financial year, cause the assets of the University to be reviewed, to identify the assets to be disposed of in the following year.

2.9 Initiation of procurement and disposal requirements

(1) In accordance with Section 3 of the PPDA Regulations, 2023, the University is required to document all its procurement or disposal requirements prior to the commencement of any procurement or disposal proceedings.

(2) A procurement requirement for supplies, works, and non-consultancy services shall be initiated using Part I of standard Form 5, **[See Annex 1: FORM 5]** and Part I of Form 18 for consultancy services **[See Annex 2: FORM 18]**.

(3) The procurement requirements shall be approved by the Accounting Officer prior to the commencement of any procurement process. Procurement may be initiated before the receipt of funds, but a contract shall not be awarded before the availability of funds.

(4) The request and approval of the disposal of an asset shall be made by the User Department or the appropriate department of the University that is responsible for the management of the assets and the Accounting Officer, respectively. A User Department may initiate a

process for the disposal of public assets where the board of survey recommends the disposal of an asset using “standard Form 28, **[See Annex 3: FORM 28]**.

2.10 Splitting of Procurement Requirements

(1) In accordance with Regulation 10 of the PPDA (Procuring and Disposal Entities) Regulations, 2023, No.100 the University shall not, with the intention of avoiding use of competitive bidding or appropriate procurement method or the benefit of scale, split a procurement requirement where the requirement can be procured as a single contract. The thresholds for procurement methods shall be strictly adhered to and no splitting of procurement requirements to defeat the set limits shall be permitted in any circumstances whatsoever.

2.11 Use of Open Competitive Bidding

(1) In accordance with Section 14 of the PPDA Regulations 2023, the University is required to use open bidding as a preferred method of procurement and disposal.

2.12 Use of Micro Procurement

(1) In accordance with section 23 of the PPDA (Rules and Methods for Procurement of Supplies, Works and Non-Consultancy Services) Regulations, 2023, No. 100, the University is required to use micro procurement for unforeseen requirements where the estimated value of the procurement does not exceed the threshold in the Guideline 1/2024 issued by the PPDA.

(2) For procurement of works, the estimated value of micro procurement shall not exceed UGX 10,000,000/= and for procurement of supplies and non-consultancy services, the value shall not exceed UGX 5,000,000/= respectively.

(3) A comparison of at least three (3) quotations shall be made where micro procurement is used. The University shall not split procurements in order to avoid using the appropriate procurement method. For the procurement of supplies, works, and services where they are required continuously or repeatedly over a set period of time, the University shall use a framework contract.

2.13 Use of Framework Contracts

(1) In accordance with Regulation 17 of the PPDA (Contracts) Regulations, 2023, No. 105, the University is required to use Framework Contracts where requirement are needed repeatedly at an agreed price over a period of time but where the quantity and timing of the requirement cannot be defined in advance.

(2) A Framework Contract is a contractual arrangement for an estimated quantity of supplies, works or services at fixed unit prices over a certain period of time, where actual quantities of supplies are purchased or specified scope of works or services are performed by means of individual call-off and payment is made for the actual quantities delivered or services and works undertaken.

2.14 Contracts

(1) In accordance with Section 65 of the Universities and Other Tertiary Institutions Act, 2001 and as amended, contracts on behalf of the University shall be made in writing and signed by any person acting under its authority.

(2) The University shall maintain a contract register for all contracts made.

(3) The University shall not issue a contract document, purchase order, or other communication in any form conveying acceptance of a bid that binds the University to a contract with a provider until; the Contracts Committee makes a decision to award the contract; the Accounting Officer confirms that the contract price is not higher than the market price established prior to the commencement of the procurement process; the period for display of notice of best evaluated bidder has been followed; the Accounting Officer confirms that the procurement is not subject to any administrative review; the full amount of the funding for the period of the proposed contract is committed; and necessary approval of the contract by Solicitor General is received.

(4) However, the University shall not enter into contract with the following; a member of the Contracts Committee or of the evaluation committee, a member of the board of surveys or staff of the University; a person appointed to politically or administratively control the University, including Accounting Officer or a member of the University council; and a company, where a prohibited person specified above has a controlling interest.

2.15 Offences and Penalties for Violation of the PPDA Act and Regulations

(1) In accordance with Section 129 of the PPDA Act Cap.205, a person commits an offence if he/she, connives or colludes to commit a corrupt practice or a fraudulent practice during the procurement or disposal process and on conviction shall be liable to a fine of not less than two hundred and fifty currency points but not exceeding one thousand currency points *(note that each currency point is 20,000/=)* or to imprisonment for a term not exceeding five years or both.

(2) Where it is proved that a provider is also involved in a fraudulent practice in any procurement proceeding; the provider shall be disqualified by the Contracts Committee from the procurement proceeding; and the Contracts Committee shall recommend to the PPDA to suspend the provider.

2.16 Inspection of Supplies and Certification of Services

(1) The University shall ensure that all goods supplied are inspected for conformance to the Statement of Requirements by an inspection team before acceptance to the stores and witnessed or acknowledged by a team consisting of staff from PDU, Audit, Stores Unit and User department. Likewise, services shall also be certified by relevant technical officers before payment is made. This procedure must be applicable before any payment is made.

(2) The goods receipt/issue Notes shall be recorded through the stores procedures.

2.17 Payment to a Provider

(1) In accordance with Regulation 49 of the PPDA (Contracts) Regulations, 2023, No. 105, payment to a provider for any sum of money due under a contract shall only be made in the name of the provider stated in the contract.

(2) The payment shall not be made to any person other than a provider unless the provider requests and confirms in writing the details of the recipient of the payment.

(3) The period for payment shall be within thirty (30) days from certification of invoices. Payment process shall include; notification of supplier with an approved LPO, items delivered in store, inspection team make report, stores receipt goods and invoicing.

(4) Where a payment request contains errors or discrepancies or is supported by incorrect or incomplete documentation or is not in accordance with the terms of the contract, the payment request shall not be certified and shall be returned to the provider, specifying the reasons for the rejection.

2.18 Contract Amendment

(1) In accordance with Regulation 54 of the PPDA (Contracts) Regulations, 2023, No. 105, a change in the contract which increases the price of the original contract beyond 0.1% in the case of a single change or 1% cumulatively shall be effected by amending the contract.

(2) An amendment to a contract refers to a change in the terms and conditions of an awarded contract.

(3) The University shall not issue contract amendment to a provider prior to obtaining commitment of the full amount of funding of the amended contract prices over the required period of the revised contract, and also obtain approval from a contracts committee and the Solicitor General accordingly.

2.19 Termination of Contract

(1) In accordance with Regulation 56 of the PPDA (Contracts) Regulations, 2023, No. 105, the University may only terminate a contract where the Contract Manager and a Procurement and Disposal Unit are satisfied that a contract should be terminated. The Procurement and Disposal Unit and or the Contract Manager shall prepare and submit a recommendation for termination with a copy of the contract to the Accounting Officer.

(2) The decision to terminate a contract shall be taken by the Accounting Officer, after consulting the Solicitor General.

CHAPTER 3

EXPENDITURE THRESHOLDS AND PROCUREMENT METHODS

3.1 Introduction

(1) ln accordance with Regulation 6 (2) of the Public Procurement and Disposal of Public Assets (Rules and Methods for Procurement of Supplies, Works and Non- consultancy Services) Regulations, 2023,No.101 and Regulation 6 (2) of the Public Procurement and Disposal of Public Assets (Procurement of Consultancy Services) Regulations, 2023 the following thresholds shall apply to the procurement methods detailed below.

3.2 Open Domestic Bidding

(1) Open Bidding is the procurement method, which is open to participation on equal terms to all providers through advertisement of procurement and disposal opportunities. It is used to obtain maximum competition possible and value for money.

3.3 Restricted Domestic Bidding

(1) Restricted bidding is the procurement method where bids are obtained by direct invitation from prospective providers without open advertising. It is used to obtain competition and value for money and where circumstances do not justify open bidding. Bidders shall be invited from a shortlist that shall include at least three (3) bidders to ensure effective and real competition.

3.4 Quotation Procurement

(1) This is a simplified procurement method, which compares price quotations obtained from at least six (6) providers. It is used to obtain competition and value for money where circumstances do not justify a full bidding process.

3.5 Micro Procurement

(1) Micro procurement is a simple direct method used for very low value procurement requirements.

3.6 Direct Procurement

(1) Direct procurement is a method of procurement where exceptional circumstances prevent the use of competition.

3.7 Thresholds for Procurement Methods

(1) The University shall determine the method of procurement to be used based on expenditure limits, time duration, levels of authorization and urgency of the requirements.

(2) The University shall use the procurement methods and thresholds as shown in the table below.

Table 1: The Thresholds for Procurement of Works

S/No	Procurement Method	Conditions/Rules for Use and Thresholds (Works)
1.	Open Domestic Bidding or Open International Bidding	The estimated value of the works exceeds UGX 800 million.
2.	Restricted Domestic Bidding or Restricted International Bidding	The estimated value of the works is greater than UGX 400 million but does not exceed UGX 800 million.
3.	Quotations Method	The estimated value of the works is greater than UGX 10 million but does not exceed UGX 400 million.
4.	Micro Procurement	• Micro Procurement shall be used where the estimated value of the works does not exceed UGX 10 Million. • Micro procurement method shall be used for unforeseen requirements whose estimated value is below the prescribed threshold indicated above. • A comparison of at least three quotations shall be made.
5.	Direct procurement	• There is insufficient time for any other procedure such as in an emergency situation; • The works, services or supplies are available from only one provider; • Value of the new works, services or supplies does not exceed 15% of the original or existing contract value.
6.	Electronic Reverse Auction	Electronic reverse auction method shall be used where the estimated value for the works does not exceed UGX 10 Million.

(3) The estimated value of the supplies, works or services is usually the key factor in deciding which procurement procedure to use and thresholds for the use of each procurement method are given in the PPDA Act.

3.8 Procurement of Supplies and Non-Consultancy Services

(1) Where Supplies and non-consultancy services are procured, the University shall apply the thresholds in the PPDA Guideline as below.

Table 2: The Thresholds for Procurement of Supplies and Non- Consultancy and Consultancy Services

S/No	Procurement Method	Conditions/Rules for Use and Thresholds (Works)
1.	Open Domestic Bidding or Open International Bidding	Estimated value of the supplies or the non - consultancy services exceeds UGX 400 Million.
2.	Restricted Domestic Bidding or Restricted International Bidding	Estimated value of the supplies or the non - consultancy services is greater than UGX 200 Million but does not exceed UGX 400 Million
3.	Quotations Method	Estimated value of the supplies or the non - consultancy services is greater than UGX 5 Million but does not exceed UGX 200 Million.
4.	Micro Procurement	Micro Procurement Method shall be used where the estimated value of the supplies or the non-consultancy services does not exceed UGX 5 Million.
		Conditions/Rules for Use and Thresholds for Consultancy
1.	Open Domestic Bidding or Open International Bidding	Estimated value of the consultancy services exceeds UGX 400 Million.
2.	Restricted Domestic Bidding or Restricted International Bidding	Estimated value of the consultancy services is greater than UGX 200 Million but does not exceed UGX 400 Million.
3.	Quotations Method	Estimated value of the consultancy services is greater than UGX 5 Million but does not exceed UGX 200 Million
4.	Micro Procurement	Micro Procurement shall be used where the estimated value of the consultancy services does not exceed UGX 5 Million.

		Procurement of individual consultants
1.	Open Domestic Bidding or Open International Bidding	Estimated value of the consultancy services exceeds UGX 200 Million.
2.	Restricted Domestic Bidding or Restricted International Bidding	Estimated value of the consultancy services is greater than UGX 100 Million but does not exceed UGX 200 Million.
3.	Quotations Method	Estimated value of the consultancy services is greater than UGX 5 Million but does not exceed UGX 100 Million
4.	Micro Procurement	Estimated value of the consultancy services does not exceed UGX 5 Million.

Minimum bidding period.

(1) The minimum bidding period in respect of each procurement method is;
   (a) Fifteen working days for open domestic bidding method;
   (b) Twenty working days for open international bidding method;
   (c) Ten working days for restricted domestic bidding method;
   (d) fifteen working days for restricted international bidding method; and
   (e) five working days for the quotation method

(2) The direct procurement method shall not have a minimum bidding period

(3) Where the publication of a bid notice or the availability of the bidding document, is delayed, the closing date for submission of bids shall be extended appropriately so that the minimum bidding period is complied with.

CHAPTER 4

PROCUREMENT ORGANISATIONS

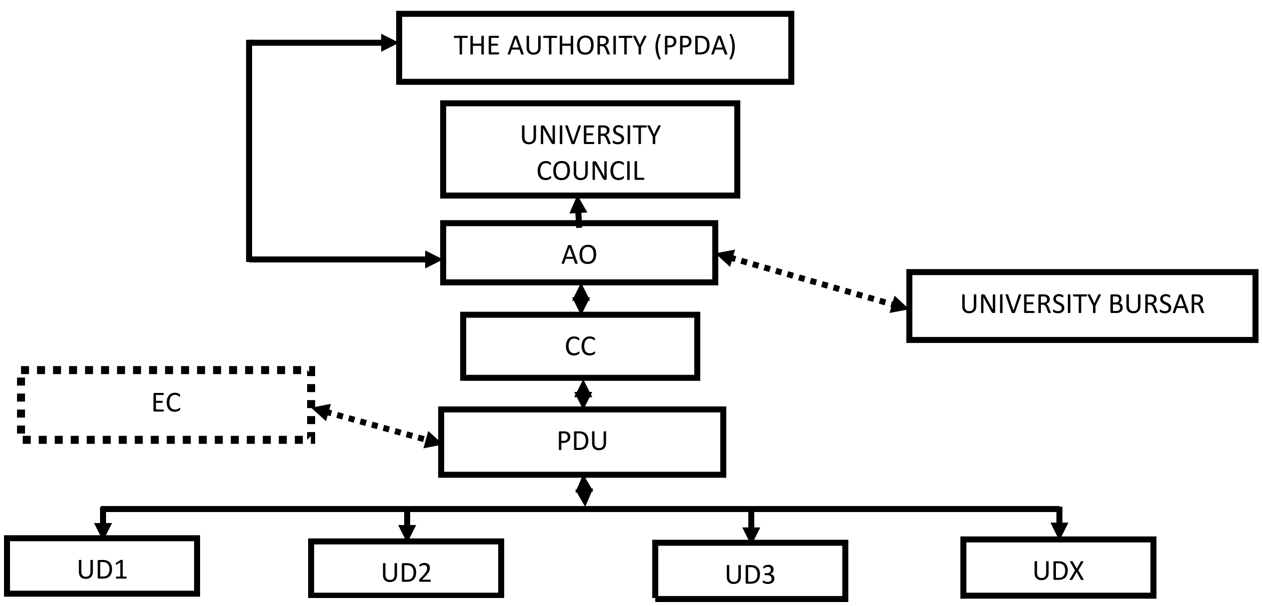
4.1 Introduction

(1) The University shall ensure that the procurement organisation structures through which procurement activities are carried out and with clear roles and responsibilities are put in place. This will also ensure that procurement proceedings are transparent and accountable.

4.2 THE ORGANISATIONAL STRUCTURE

(1) The University shall put in place the following structure through which procurement activities are carried out: the Accounting Officer (AO), Contracts Committee (CC), Procurement and Disposal Unit (PDU), User Departments (UD), and Evaluation Committee (EC).

Figure 1.0: Shows the structure and organisation through which public procurement activities shall be carried out in the University.



Key:
AO – Accounting Officer
CC – Contracts Committee
PDU – Procurement and Disposal Unit
EC – Evaluation Committee (is an Ad-hoc committee)
UD1 – UDX: User Department

Note: University Bursar – to assist the AO in certification of availability of funding

4.3 ROLES AND RESPONSIBILITIES IN THE PROCUREMENT CYCLE

4.3.1 Public Procurement and Disposal of Public Assets Authority (PPDA)

(1) The Public Procurement and Disposal of Public Assets Authority (PPDA) is the principal regulatory body for public procurement and disposals activities in Uganda mandated by section 8 of the PPDA Cap. 205

(2) The main responsibilities of PPDA includes:

(a) advising central government, local governments and other procuring and disposing entities on all public procurement and disposal policies, principles and practices;
(b) monitoring and reporting performance of the public procurement and disposal systems in Uganda and advise on desirable changes;
(c) advising competent authorities on standards for procurement education and training, competence levels and certification requirements;
(d) preparing, update and issue authorized versions of the standardized bidding documents, procedural forms and any other attendant documents to procuring and disposing entities;
(e) ensuring that any deviation from the use of the standardised bidding documents, procedural forms and any other attendant documents is effected only after the prior, written approval of the Authority;
(f) issuing guidelines;
(g) organising and maintaining a system for the publication of data on public procurement and disposal opportunities, awards and any other information of public interest as may be determined by the Authority;
(h) maintaining register of providers of works, services and supplies;
(i) conducts periodic inspections of the records and proceedings of the procuring and disposing entities to ensure full and correct application of this PPDA Act;
(j) instituting procurement or disposal audit during the bid preparatory process; contract audits in the course of the execution of an awarded bid; and performance audit after the completion of the contract respect of any procurement or disposal, as may be required;
(k) adopts, adapt and update common specifications standards, the use of which shall be mandatory for all procuring and disposing entities;
(l) determining, developing, introducing, maintaining and updating related system-wide data-bases and technology;
(m) developing procurement and disposal capacity building strategy for institutional and human resource development;
(n) where applicable, determining prices of works, services and supplies which are used in common by two or more procuring and disposing entities and which may be subject;
(o) to common procurement; and reviewing prices from time to time;
(p) establishing and maintaining institutional linkages with entities with professional and related interest in public procurement and disposal;
(q) undertaking procurement and disposal research and surveys nationally and internationally;

(r) undertaking activity that may be necessary for the execution of its functions; and
(s) administering and enforcing compliance with all the provisions of this PPDA Act, regulations and guidelines.

4.3.2 Accounting Officer (AO)

(1) The University shall have an Accounting Officer in accordance with Section 24(a) of the PPDA Act, appointed by the Permanent Secretary/Secretary to the Treasury, Ministry of Finance, Planning and Economic Development.

4.3.2.1 Functions of the Accounting Officer

(1) He/she shall have the overall responsibility for successful execution of the procurement, disposal and contract management processes in the University. In particular, shall be responsible for:

(a) establishing Contracts Committee;
(b) nominates the chairperson, secretary and members of the contracts committee (Secretary to Treasury approves). After approval appoints them;
(c) informing the Authority (PPDA) of the composition of the Contracts Committee and the qualifications of its members not later than fourteen (14) days from the date of appointment;
(d) establishes a Procurement and Disposal Unit (recruits the procurement staff) and informs the Authority of the membership and qualifications of the PDU staff within ten (10) working days;
(e) certifying availability of funds prior to the commencement of any procurement activities;
(f) ensuring that a market assessment is undertaken prior to commencement of the procurement process;
(g) confirming contract price is not higher than the market price established prior to commencement of the procurement process;
(h) advertising bid opportunities;
(i) communicating contract award decisions;
(j) signing awarded contract for procurement or disposal activities on behalf of the University;
(k) committing funds to support a procurement or disposal activity;
(l) responsible for investigating complaints from providers and issue decision in writing within ten (10) days;
(m) ensuring implementation of the awarded contract is in accordance with the terms and conditions of the contract;
(n) in an emergency situation, he/she may sign a contract without a decision by the Contracts Committee, where the Contracts Committee is unable to meet;
(o) terminating contract upon consultation with the Solicitor General;
(p) submitting to the Permanent Secretary/Secretary to Treasury and the PPDA its procurement plan and notify them of any changes made to the plan during the financial year;

(q) submitting administrative review decisions to the PPDA for review;
(r) causing University's assets to be reviewed each financial year to identify items to be disposed of.

4.3.3 Contracts Committee (CC)

(1) The University shall have a Contracts Committee in accordance with Section 24(b) of the PPDA Act, composed of five (5) members; the chairperson, a secretary and a maximum of three (3) other members, one of whom shall be a lawyer.

(2) The Accounting Officer shall nominate members of the Contracts Committee and forward them to the governing body and also seek approval of membership from the Permanent Secretary/Secretary to Treasury.

(3) The appointment of members shall be subject to prior approval of members by the Permanent Secretary/Secretary to Treasury, Ministry of Finance, Planning and Economic Development.

(4) The Accounting Officer shall then appoint the members of a Contracts Committee in writing, by letter of appointment.

(5) The Accounting Officer shall use standard Form 1, for submission to the PPDA of the composition and qualifications of members of the Contracts Committee not later than 14 days from the date of appointment.

(6) The Accounting Officer shall ensure that any appointment to the Contracts Committee is made from among serving staff employed on a full time basis with the University.

(7) In assessing a candidate for suitability for appointment to a Contracts Committee, the Accounting Officer shall consider the following, that the person:-

(a) be a member of the University, or where this is not possible, member of another procuring and disposing entity;
(b) have a proven track record of sound judgement;
(c) be at an appropriate level of seniority and experience in decision-making; and
(d) does not have more than two members from the same department.

(8) A person shall be a member of a Contracts Committee in his or her individual capacity and not by virtue of his or her position or designation.

(9) In order to maintain independence of functions and ensure that there is no undue influence on the decisions of the Contracts Committee, the following categories of persons shall not be nominated by the Accounting Officer to the Contracts Committee:

(a) any members of the governing body e.g. University Council;

(b) the head of the Procurement and Disposal Unit, but shall be required to attend the meetings of the Contracts Committee to offer clarification on any submissions;
(c) the head of the Finance department, but not the head of the Accounts department, where the positions are held by different officers;
(d) any staff of the department of internal audit;
(e) any member of staff of the University to whom the Accounting Officer has delegated any of the following functions:

(i) certifying the availability of funds prior to the commencement of any procurement or disposal process;
(ii) committing funds prior to contract placement; and
(iii) communicating contract award decisions.

(10) The tenure of the members of the Contracts Committee shall be three (3) years and may be re-appointed for only one further term.

(11) When reappointing a Contracts Committee, the Accounting Officer shall consider the need for both continuity and rotation of personnel in the membership of the Contracts Committee.

(12) The Accounting Officer may only terminate the appointment of a member of a Contracts Committee in the following circumstances: - for abuse of office; corruption; incompetence; physical or mental incapacity which renders the member incapable of performing his or her duties; for failure to attend three consecutive scheduled meetings without reasonable grounds; for conviction of an offence involving moral turpitude; being declared bankrupt by courts of law; or on any other reasonable ground.

(13) The removal of a member of the Contracts Committee by Accounting Officer shall be subject to the prior approval of the Permanent Secretary/Secretary to the Treasury.

4.3.3.1 Functions and Powers of Contracts Committee

(1) The Contracts Committee shall be responsible for approving the recommendations from the Procurement and Disposal Unit and awards of contracts. In particular it shall be responsible for:

(a) approving the University's annual procurement plan and any subsequent amendments to the plan;
(b) approving evaluation reports;
(c) approving membership of Evaluation Committees or negotiation teams;
(d) ensuring that before it is approved, a procurement is in accordance with the procurement plan;
(e) approving bidding and contract documents;
(f) verifying the assets identified by user department or by the Board of Survey for disposal, ensuring they are valued and approving a reserve price;
(g) approving procurement and disposal procedures;

(h) advising and ensuring adherence to best practices in relation to procurement and disposal;
(i) advising and ensuring compliance with the Guideline, the PPDA Cap.205 and Regulations;
(j) liaising with the PPDA on matters within its jurisdiction;
(k) ensuring a representative attends pre-bid meetings, and witness bid closure and opening.

4.3.3.2 Procedure Governing the Functioning of the Contracts Committee

(1) The procedures that govern the day to day functioning of the Contracts Committee in the discharging its duties and responsibility include:

(a) the Secretary to the Contracts Committee shall liaise with the Procurement and Disposal Unit and Chairperson to the Contracts Committee regarding the timing and need for a meeting and submission. Any item for inclusion on the agenda shall be forwarded to the Secretary and working documents are submitted well in advance;

(b) the Contracts Committee may co-opt an adviser to assist in the discharge of its functions. The independent advisor shall not take part in the decisions of the Contracts Committee and shall only attend a part of a meeting, which may require technical advice. The Contracts Committee must ensure that the nominated officers are fully informed and able to participate effectively in meetings;

(c) the Contracts Committee may require any member of Procurement and Disposal Unit, a user department, an evaluation team or negotiation team to attend a Contracts Committee meeting as an adviser to offer clarifications on a submission;
(d) the secretary to the Contracts Committee shall organise and provide the necessary facilities for the meetings;

(e) the secretary to the Contracts Committee shall send out a memorandum convening a committee meeting after consultation with the Procurement and Disposal Unit and the Chairperson of the Contracts Committee on the date and the agenda;

(f) for ordinary meetings, the secretary shall ensure that the agenda, submissions and any other documentation are distributed to Contracts Committee members within a reasonable time before any meeting;

(g) the quorum for a meetings of the Contracts Committee shall be any three (3) members present at a meeting;

(h) a decisions of a Contracts Committee shall be unanimous or, where unanimity cannot be achieved, the decision shall be by simple majority of the members present. Decisions of the shall be recorded and communicated to the Accounting Officer in writing;

(i) the Contracts Committee shall meet once a week in ordinary session. However, the Committee may meet in extraordinary meetings when necessary;

(j) a Contracts Committee shall consider each request based on the information contained in the Form submitted and the supporting documents, and may approve or reject the request;

(k) where a Contracts Committee rejects a request, the Contracts Committee shall indicate the reasons for rejecting the request, in order to assist the Evaluation Committee and Procurement and Disposal Unit in remedying any defects in the submission. A Contracts Committee may give a conditional approval to a submission, where there is a correction to be effected;

(l) the chairperson shall preside over the meeting of the Contracts Committee and, in the chairperson's absence; a member from among those present shall be elected as chairperson to preside over the meeting;

(m) the chairperson shall be responsible for guiding the secretary in drawing up the agenda. He/she shall ensure that the agenda specifies the date, time and venue of the Contracts Committee meeting; the submissions to be considered; issues to be discussed; and any adviser to attend the meeting. He/she shall also ensure that:

i. the performance of the Contracts Committee is in accordance with all legal requirements, codes of conduct and standards established by the PPDA;
ii. order is maintained and productive work done at all meetings;
iii. open and participatory debate by members present is possible at all meetings;
iv. specialist advice is obtained if so required; and
v. the minutes of the Contracts Committee meetings are confirmed by members and signed as required.

(n) the secretary shall record the minutes of all contracts committee meetings. The minutes of each Contracts Committee meeting shall include a register of attendance, signed by all members, advisors; the code of ethics, signed by all members and other persons attending the meeting; and a record of the decisions made for each submission considered by the Contracts Committee together with details of any conditions to approved submissions, and reasons for the rejected submissions;

(o) the Chairperson and Secretary shall sign the minutes and initial all the pages;
(p) copies of the final minutes signed shall be distributed to the Accounting Officer and Procurement and Disposal Unit for implementation;
(q) the status of implementation of previous decisions of the Contracts Committee shall feature as an agenda item of all ordinary meetings.

4.3.3.3 Responsibilities of the Secretary of Contracts Committee

(1) The secretary of a Contracts Committee shall be responsible for:

(a) liaising with the Procurement and Disposal Unit regarding the timing and need for a Contracts Committee meeting and submission;
(b) assisting the chairperson in convening meetings and preparing the agenda;
(c) organising and providing the necessary facilities for meetings of the Contracts Committee;
(d) ensuring that the agenda, submissions and any other documentation are distributed to Contracts Committee members within a reasonable time before any meeting;
(e) recording the minutes of the meetings;
(f) keeping all records of the Contracts Committee including, submissions and minutes;
(g) promptly notifying the relevant officials of the decisions of the Contracts Committee;
(h) co-ordinating all activities of the Contracts Committee;
(i) preparing reports of the Contracts Committee;
(j) Monitoring the term of membership of Contracts Committee members and notifying the Accounting Officer at least two months prior to the expiry of the term of membership.

4.3.3.4 Termination of office or removal of member of the Contracts Committee

(1) The Accounting Officer may only terminate the appointment of a member of the Contracts Committee for: -

(a) abuse of office;
(b) corruption;
(c) incompetence;
(d) physical or mental incapacity which renders the member incapable of performing his or her duties;
(e) failure to attend three consecutive scheduled meetings without reasonable grounds;
(f) conviction of an offence involving moral turpitude;
(g) being declared bankrupt by courts of law; or
(h) on any other reasonable ground.

(2) The Accounting Officer may remove and substitute any member of the Contracts Committee, prior to the expiry of his or term of office where the structure or status of the University has changed.

(3) The removal of a member of the Contracts Committee by Accounting Officer shall be subject to the prior approval of the Secretary to the Treasury.

4.3.4 Procurement and Disposal Unit (PDU)

(1) In accordance with Sections 33 of the PPDA Cap.205, the University shall be composed of a Procurement and Disposal Unit, staffed at an appropriate level with technical skills.

4.3.4.1 Establishment of Procurement and Disposal Unit

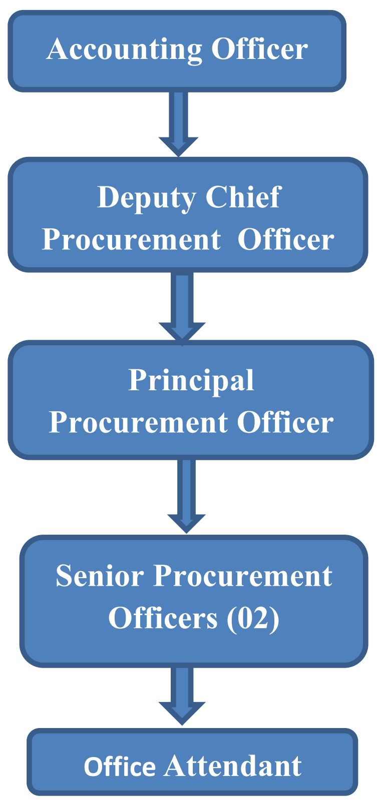
(1) The Accounting Officer shall cause to be established a Procurement and Disposal Unit. The number of staff shall be determined by the anticipated:

(a) number of procurement and disposal requirements;
(b) value of procurement and disposal requirements;
(c) Complexity of procurement or disposal requirements.

(2) A member of the Procurement and Disposal Unit shall be appointed in accordance with the normal recruitment procedures applicable to the University, taking into account the notification requirements to the Authority (PPDA) following appointment of PDU staff.

(3) A member of a Procurement and Disposal Unit (PDU) shall, upon his or her appointment, sign the Code of Ethical Conduct of Business**.**

(4) The structure and organisation of the Procurement and Disposal Unit is illustrated below.



(5) The **Vision** of the Procurement and Disposal Unit is to support quality education, user departments and University operations with procurement excellence.

(6) The **Mission** of the Procurement and Disposal Unit is to coordinate and maintain the procurement processes to ensure that adequate and quality goods, works and services are acquired competitively, transparently and economically.

4.3.4.2 Functions and Powers of Procurement and Disposal Unit

(1) The Procurement and Disposal Unit shall be responsible for**:** -

(a) planning procurement and disposal activities of the University through the consolidation of the individual user department's procurement and disposal plans into a consolidated annual procurement plan;
(b) managing all procurement activities of the University except, adjudication and the award of contracts;
(c) seeking approval from the Contracts Committee on documentation, procedures, reports and recommendations at various key stages in the procurement process;
(d) supporting the functioning of the Contracts Committee by making timely and accurate submissions;
(e) implementing decisions of the Contracts Committee;
(f) recommending procurement and disposal procedures for each requirement. Check statement of requirements (specifications) prepared by the users and/or assist with their preparation;
(g) preparing bidding documents – Supplies, Works, Services (consultancy and non consultancy);
(h) preparing advertisements of bid opportunities;
(i) issuing bid clarifications in response to queries from the bidders;
(j) managing pre-bid meetings, bid closings and openings, keeping bids in safe custody;
(k) advising user departments on procurement and disposal methods and practices;
(l) issuing approved contract documents –Lump sum, Time-based, Framework, Percentage –based, Cost reimbursable, Target price and Retainer contract;
(m) managing the evaluation process – recommending members of Evaluation Committee and presenting Evaluation Committee report to Contracts Committee;
(n) maintaining and archive records from the procurement process;
(o) preparing monthly reports for the Contracts Committee – on Procurements, Disposals and Micro-Procurements;
(p) co-ordinating the procurement and disposal activities of all the departments of the University;
(q) displaying procurement information on the public procurement notice board.

(2) In conducting its functions, the Procurement and Disposal Unit shall at all times be liaising with:

(a) the User Departments that initiates procurement, to ensure that the procurement meets its needs;
(b) the Contracts Committee who adjudicates on recommendation and award of contracts;
(c) the Accounting Officer who confirms the availability of funds for any procurement activity, and commits funds for procurement contracts and authorises payments; and
(d) the Public Procurement and Disposal of Public Assets Authority (PPDA), to share appropriate information and facilitate the conduct of monitoring and compliance.

(3) The Accounting Officer, the Contracts Committee, the Procurement and Disposal Unit and the User departments in the University shall each act independently in relation to their respective functions and powers.

(4) None of the parties referred to in the paragraph above shall seek to influence the decisions or activities of the others.

(5) Every party shall ensure that its duty is properly and professionally performed in accordance with the legal requirements and in order to guarantee independence of action with the objective of eliminating corrupt or fraudulent practices.

4.3.5 User Departments (UD)

(1) In accordance with Sections 36 of the PPDA Cap.205, the University shall be composed of User Departments. A User department are any department, division, branch, faculty, institute or section of the University who initiates procurement process and is the user of the requirements.

(2) The User department shall be responsible for:

(a) preparing annual User Department procurement plan based on approved budget and submit to the Procurement and Disposal Unit for implementation when required;
(b) initiating procurement and disposal requirements and forward them to the Procurement and Disposal Unit;
(c) liaising with and assist the Procurement and Disposal Unit throughout the procurement or disposal process to the point of contract placement;
(d) proposing technical inputs to Statements of Requirements for procurement requirements to the Procurement and Disposal Unit;
(e) witnessing opening and closure of submission of bids and attend pre-bid meetings;
(f) certifying invoices for payments to providers;
(g) managing contracts once placed;
(h) as contract managers, submitting to the Accounting Officer a monthly progress report on all contract with a copy to the PDU and provide appraisal reports on providers; also as contract managers, recommend termination of a contract to the Accounting Officer where they are satisfied that a contract should be terminated;
(i) initiating the disposal process by making a request for the disposal of asset to the Accounting Officer;
(j) representing user department on evaluation committees.
(k) maintaining and archive records of contracts management;
(l) reporting any departures from the terms and conditions of an awarded contract to the Procurement and Disposal Unit;
(m) forwarding details of any required contract amendments to the Procurement and Disposal Unit;
(n) preparing Stores Requisition for items required from store.

(3) A member of the User Departments may be members of the Evaluation Committee or Negotiation teams.

4.3.6 Evaluation Committee (EC)

(1) In accordance with Sections 39 of the PPDA Cap.205, the University shall be composed of Evaluation Committee. An Evaluation committee is an ad-hoc, not permanent and is based on the procurement transaction being evaluated based on the competency, skills and knowledge. The nominated names are forwarded by the PDU to the contracts committee for approval as the case may require.

(2) All evaluations shall be conducted by Evaluation Committees, which shall report to the Procurement and Disposal Unit. The Evaluation Committee is formed on a case by case basis. The Evaluation Committee shall assess the bid in accordance with the appropriate criteria with a view of determining the best evaluated bid.

(3) The number of the members of the Evaluation Committee shall depend on the value and complexity of the procurement requirement, but shall in all cases be a minimum of three (3) members.

(4) Evaluation of micro procurements need not be evaluated by an Evaluation Committee. The Procurement and Disposal Unit can conclude this evaluation by comparison of at least three quotations.

(5) The composition of the Committee shall be:

   (a) a representative of the User Department or Originating Unit;
   (b) a representative of Finance Department;
   (c) a representative of the Procurement and Disposal Unit;
   (d) a representative of the Legal department;
   (e) Technical persons/expert in the subject of procurement/ industry development expertise.

(6) The members shall be of an appropriate level of seniority and experience, depending on the value and complexity of the procurement requirement.

(7) A Member of the Evaluation Committee may be external to the University, where the required skills or experience are not available within the University or where members are indisposed or have a conflict of interest.

(8) All members of the Evaluation Committee shall sign the Code of Ethics provided in the Guidelines, declaring that they do not have a conflict of interest in the procurement requirement.

4.3.6.1 Functions of Evaluation Committee

(1) Evaluation Committee shall:

   (a) evaluate bids using the criteria stated in the bidding documents;

(b) prepare evaluation report
(c) recommend in the report which bidder should be awarded contract;
(d) Maintain confidentially of information throughout the evaluation process.

4.3.6.2 Management of the Evaluation Committee Meetings

(1) The Evaluation Committee meeting shall not be held unless all members of the evaluation committee are present, or a meeting of the Evaluation Committee may be held without all members present, but where the absent member has so agreed or where it is not possible or practical for all members to meet.

(2) Where a member is absent from a meeting of the Evaluation Committee, he or she shall be informed of the proceedings and decisions of the meeting. If the absent member disagrees with any of the decisions taken, he or she shall immediately inform the chairperson of the evaluation committee, who shall call a further meeting to resolve the disagreement.

(3) The minutes of all meetings shall be signed by all members of the Evaluation Committee to confirm that the minutes are an accurate and complete record of each meeting and shall be kept as part of the procurement record; the minutes shall form an annex to the evaluation report.

(4) The business of the meeting shall be determined by the evaluation methodology specified in the bidding documents.

(5) The decisions of the Evaluation Committee shall be by unanimity, except where individual scores or marks are required in accordance with the evaluation methodology, or where the Evaluation Committee is unable to reach a unanimous decision, the findings and recommendations of the majority shall be stated in the evaluation report.

(6) The evaluation report shall also state any disagreements, including the reasons, the discussions held on the issue and the names of those holding alternative views.

(7) The evaluation report shall be signed by all members of the Evaluation Committee and submitted to the Procurement and Disposal Unit.

4.3.7 Internal Audit Department

(1) The role of Internal Audit department of the University shall audit:

  (a) the procurement procedure used for procurement and the payment made to establish whether the supplies, works or services are properly ordered, received, verified and paid for in accordance with the Public Finance and Accountability Act 2003 and any other applicable laws; and
  (b) The disposal procedure used for a disposal and the payments received if any by the University.

CHAPTER 5

AWARD OF CONTRACT

5.1 Criteria for Award of Contract

(1) All contract award decisions shall be taken by the Contracts Committee, in accordance with the level of authority specified in Section 2 (c) of the PPDA Regulation, 2023.No.105

(2) After evaluation and any post-qualification process, a Procurement and Disposal Unit shall submit to the Contracts Committee, a recommendation to award a contract, contained in an evaluation report.

(3) The Contracts Committee shall consider the recommendation and make a decision to award the contract.

(4) All contract award decisions shall be determined on the result of the evaluation exercises in the case of procurements conducted under the Open Bidding, Restricted Bidding or Quotations and Proposal procurement methods.

(5) A contract award decision by the Contracts Committee does not constitute a contract, but only a decision as to the successful or recommended bidder. Contract awards shall be made by issuance of a letter of bid acceptance.

(6) The Procurement and Disposal Unit shall also obtain necessary approvals including commitment of funds, clearance by the Solicitor General, for a contract of UGX 200 million and above.

5.2 Commitment of Funds

(1) Following the contract award decision by the Contracts Committee, the University shall commit the required funds, before proceeding to award the contract.

(2) Where payment to a provider extends to more than one financial year, the Accounting Officer shall make financial provision for the payment, in the budgets submitted to the Secretary to the Treasury, Ministry of Finance Planning and Economic Development, for the duration of the contract.

(3) Also where the contract is a framework contracts, funds required are committed at the time of issue of each specific call-off orders.

(4) Where required, the University shall also commit the funds for other costs linked to the contract before entering into a contract, including the following - contingencies such as anticipated contract variations or permitted exchange rate fluctuations; and other incidental costs not included in the contract price, but for which the University shall be liable, such as local clearance, inland delivery and import taxes or duties.

5.3 Information on Award of Contract

(1) Where procurement is conducted using open or restricted bidding or the request for proposals method, following the contract award decision by the Contracts Committee, the University shall issue a notice of the proposed award i.e. Notice of Best Evaluated Bidder within five (5) days after the decision of the Contracts Committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to all Bidders who participated in the bidding process and to the PPDA for publication on its website.

(2) The notice of best evaluated bidder must be displayed on the procurement and disposal notice board of the University and or website for ten (10) working days in case of open and or restricted bidding method.

(3) No contract shall be signed within a period of ten (10) working days after the date of display of the best evaluated bidder notice.

(4) The notice of best evaluated bidder shall include:

- (a) the name and address of the best evaluated bidder;
- (b) the proposed total contract price and, where any scores were awarded during the evaluation process, the total score of the best evaluated bidder;
- (c) the date of the notice;
- (d) that a procuring and disposing entity shall not award a contract during a period of ten (10) days from the date of the notice;
- (e) the expiry date of the period of display; and
- (f) the unsuccessful bidders and the stage at which their bids failed or were eliminated.

(5) The University shall obtain a signed acknowledgement from the bidders, or consultants, confirming that it has received the notice of best evaluated bidder.

5.4 Contract Preparation and Signature

(1) Following award of contract by the Contracts Committee, and the commitment of funds to that effect, and fulfilment of provision of notice of proposed award, and provided that no suspension of the proceedings is applicable pursuant to a decision of the administrative review, the Procurement and Disposal Unit shall prepare a draft contract document with Special Conditions of Contract, using solicitation documents, for clearance by Office of the Solicitor General.

5.5 Contents of Contract

(1) The University shall use the contract form included in the Standard Bidding documents issued by PPDA for drafting individual contract documents.

(2) The draft contract shall be included in the solicitation documents issued, where procurement is conducted using the open, restricted biddings or request for proposals methods of procurement. In all other cases, where the draft contract is not included, any solicitation documents shall clearly state the type of contract and key contract terms which will apply.

(3) The contract document shall include all contract terms and conditions. In particular, the contract shall:

(a) clearly identify the obligations of each party;
(b) correlate all payment by the University with the corresponding input, obligation or deliverables by a provider, in a specific identifiable and measurable manner;
(c) provide effective supervision arrangements, where required;
(d) provide adequate monitoring and cost control measures, where required;
(e) include adequate and clear delivery, acceptance and handover or commissioning arrangements, where required;
(f) the procedure and right of the parties to terminate the contract;
(g) the general conditions of contract (GCC);
(h) the special conditions of contract (SCC);
(i) terms of reference (TOR), in case of contracts for the provision of consultancy services;
(j) bidder's bid submission sheet;
(k) a statement that the special conditions of contract prevail over the general conditions and the order of priority of other contract documents;
(l) a set of precise and clear description of the goods, works or services to be procured by the contract, including the technical requirements, quantity and delivery or completion schedule, based on the description included in the solicitation documents and the provider's bid, subject to any modifications agreed;
(m) in the case of works, a set of priced Bill of Quantities (BOQ's) listing the supply or works items and their unit rates or prices;
(n) the total contract price and, if applicable, the conditions applicable to varying, adjusting, modifying or recalculating the actual price payable;
(o) the payment conditions, including the payment period, schedule, currency and documentation required; and payments by documentary credit, if any, for international transactions;
(p) any requirement for securities;
(q) the procedures agreed for dispute settlement;
(r) other key contract terms as required by the standard documents, including, but not limited to warranties, insurance, subcontracting, inspection and acceptance,

contract completion, delays in performance or other non-performance, force majeure and variation, modification and termination of the contract.

(4) The Procurement and Disposal Unit will assemble the contract documents including all attachments forming part of the contract, and obtaining necessary approval of the draft contract document from the Contracts Committee and submit to the Attorney General for clearance in accordance with Regulation 7(1)(f) of the PPDA (Contracts) Regulations, 2014.

5.6 Clearance of Contract Documents by Attorney General

(1) Any Contracts valued at UGX 200 million shillings and above shall be submitted to the Solicitor General for clearance in accordance with the requirement of the Statutory Instrument No. 97 of the 28th October, 2014.

(2) The action here is to examine the draft contract to ensure that all required information, Special Conditions and attachments are complete, and make or advise on any amendments necessary for clarity or protection of the University interest and forward the cleared draft contract to the Procurement and Disposal Unit for appropriate action.

(3) A Contract entered into between the University and a provider without the advice/clearance of the Solicitor General will be null and void and not binding on the University.

5.7 Signing and Effectiveness of Contract

(1) On expiry of the ten (10) working day period after display of the best evaluated bidder and upon approval by the Solicitor General, the University shall sign a contract with the successful Bidder.

(2) Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award and forfeiture of the Bid Security or execution of the bid securing declaration. In that event, the University may award the Contract to the next best evaluated Bidder.

(3) Effectiveness of the contract shall be subject to submission of a satisfactory performance security where applicable and any other conditions specified in the Contract.

(4) A person signing the contract shall initial all the pages of the contract. A contract shall be formed when the contract is signed and issued by the University.

(5) The following parties to the contract are distributed with copies of the contract:

(a) original: Contractor/Provider/supplier;
(b) original: Solicitor General;
(c) original: Accounting Officer;

(d) copy 1: User department;
(e) copy 2: Procurement and Disposal Unit;

5.8 Contract Award in Request for Quotations

(1) Where procurement is conducted using the request for quotations method, following the contract award decision adopted by the Contracts Committee and the commitment of funds, the Procurement and Disposal Unit shall prepare a written Purchase Order and send it to the recommended successful bidder.

5.9 Local Purchase Order (LPO)

(1) A local purchase order shall be issued by Procurement and Disposal Unit, and signed by the University Bursar and the Accounting Officer, after award of contract resulting from a request for quotations, direct or micro procurements.

(2) The purchase order shall not contain any Special Conditions of Contract or requirements which differ from the bidder's quotation, unless these have been agreed in writing with the bidder. However, it states that the General Conditions of Contract which will apply to the agreement and shall be avail on request of the bidder **(See Annex 7).**

(3) The Successful bidder's written acceptance of the purchase order shall constitute a contract between the University and the supplier.

(4) The University shall require the supplier to provide a written confirmation that it has received the purchase order and is proceeding with performance of the contract.

5.10 Performance Security

(1) The successful Bidder shall within twenty-one (21) days after signing of the contract where applicable, furnish the University a Performance Security in the amount stipulated in the Special Conditions of Contract (SCC) and in the form of on demand Bank Guarantee, denominated in the type and proportions of currencies of the Contract.

(2) The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the required format can also be accepted.

(3) The Performance Security shall be valid until the successful completion of the assignment/works under the contract. It shall serve as a guarantee that the supplier or contractor will perform his contractual obligations under the contract.

(4) Generally, the amount of Performance Security shall be determined by the University. Where required in a given procurement, performance security shall be between five percent

(5%) to ten percent (10%) of the contract price. And two percent (2%) for environmental impact assessment

(5) In the case of works contract, the Performance Security shall be discharged and returned to the contractor within twenty-eight (28) days following the date of completion of the providers' performance obligations under the contract/successful handing over of the works.

(6) In the case of supplies, the Performance Security shall be discharged and returned to the supplier upon expiration of the warranty period. If the supplier fails to remedy any reported defect within the Warranty Period, the University shall be entitled to either encash or to remedy the defect at the expense of the supplier.

(7) The Procurement and Disposal Unit shall release the Performance Security promptly to the contractor/supplier upon completion of all contractual obligations which are subject to the security, and or provider's instruction.

(8) Failure of the successful Bidder to submit a Performance Security shall constitute sufficient ground for annulment of the contract award. In this case or where the successful Bidder fails to sign the contract, the successful Bidder's Bid Security may be forfeited or the Bidder may be suspended by the PPDA from participating in Government of Uganda public procurement and disposal processes under the terms of its Bid Securing Declaration. In that event, the University may award the Contract to the next best evaluated Bidder.

5.11 Advance Payment and Security

5.11.1 Restriction on the use of Advance Payment

(1) The maximum amount of advance payment that a bidder may receive in a given procurement is 30% of the contract price.

(2) Where advance payment is provided for in the procurement, it is made to the bidder by the University upon the bidder providing the University an advance payment guarantee/security.

5.11.2 Advance Payment for Works/Services

(1) The University may provide an Advance Payment on the Contract Price if applicable, subject to a maximum amount, as stated in the Bidding Documents. This Payment shall be in the same currencies and proportions as the Advance Payment Guarantee in case of works or Contract Payment in case of supplies and services. The Advance Payment Guarantee/performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance can be accepted.

(2) The normal practice shall be to offer full payment following delivery or payment by Letter of Credit for international procurement. However, bidders may be permitted in a bidding document or in the contract, to offer their own alternative schedule of payment terms including a requirement for an advance payment.

(3) If a bidder proposes an advance payment percentage as a condition of the bid, the University shall not make an advance payment exceeding thirty percent (30%) of the contract price.

(4) The provision and methodology for repayment/recovery of any advance shall be fully defined within the contract document, including a provision for deductions to be made from approved subsequent interim payments or stage payments to the contractor or consultant, which shall be subject to a percentage deduction equal to the percentage paid as advance payment, or as a particular milestone for stage payments.

5.11.3 Public Notice of Contract Awards

(1) A contract award shall, except for an award under micro procurement, be displayed within one (1) working day of the contract award, on the University's procurement and disposal notice board and the websites.

(2) The notice of contract award shall indicate the name and address of the contractor/suppliers, a brief description of the goods, works or services procured and the contract price.

(3) After an award of a contract to the successful bidder, the unsuccessful bidders shall be notified of the award and their bids shall be rejected by the University.

5.11.4 Rejection of Bids and Debriefing of Unsuccessful Bidders

(1) Upon the entry into force of the contract and the provision by the contractor/supplier of any required performance security, the Procurement and Disposal Unit shall promptly reject the bids of unsuccessful bidders.

(2) When rejecting unsuccessful bids, the Procurement and Disposal Unit upon request shall return any bid securities and any unopened financial proposals.

(3) The Procurement and Disposal Unit shall, where so requested by the unsuccessful bidders, provide unsuccessful bidders with a debriefing as to the reasons for the failure of its bid, or application to pre-qualify.

(4) The debriefing shall be provided in writing, within a reasonable period of time of the receipt of the request.

(5) The brief shall state the following–

(a) the name of the best evaluated bidder and the evaluated price of the bid;
(b) any scores awarded during the evaluation process, also provide a breakdown of he scores awarded against each criterion, for the best evaluated bidder and, where applicable, the scores awarded to the bid of the unsuccessful bidder; and
(c) in case of an unsuccessful bidder: state the evaluated price of the bid; state at the stage of the evaluation at which the bid was rejected; and provide brief details of any material deviation, reservation or omission that led to the rejection of the bid or state the relative weakness of the bid.

(6) The debriefing shall be unique to each bidder and shall not provide details on any other bids, other than the information indicated above, or that is otherwise publicly available from bid openings or published notices.

CHAPTER 6

CONTRACT MANAGEMENT, DELIVERY AND PAYMENT

6.1 Introduction

(1) Contracts where there is a continuing commitment by the supplier/provider (further deliveries, services to be rendered, maintenance agreements, etc.) must be properly managed. The absence of proper contract management increases the risk of inefficiency and ineffectiveness with consequential loss in value for money.

(2) After a contract has been placed, contract management shall be the responsibility of the user department, except the capacity to amend or terminate a contract.

(3) The Accounting Officer or a person appointed by the Accounting Officer from the user department shall manage the contract.

6.2 Appointment of Contract Manager

(1) A User department shall nominate to the Accounting Officer, a member of the User department, with appropriate skills and experience, or who is supervised by a member of the User department who has the appropriate skills and experience, to be appointed as contract manager.

(2) The Procurement and Disposal Unit shall provide a copy of the contract to the person appointed by the Accounting Officer to manage the contract.

(3) Upon receipt of a copy of contract document, the contract manager shall prepare a contract management plan using standard Form 49, and forward a copy to the Procurement and Disposal Unit for purposes of monitoring.

(4) Where a contract is of high value or is complex or forms part of a larger project, the Accounting Officer shall assign the contract to a contract management team, which shall have the same responsibilities as a contract manager.

(5) A contract may also be managed by a body or person outside the University, supervised by the User department.

(6) A contract manager shall manage the obligations and duties of the University as specified in the contract; and make certain that the provider performs the contract in accordance with the terms and conditions specified in the contract.

6.3 POST-CONTRACT ISSUES

(1) There are many post-contract issues that need to be dealt with, monitored and resolved before the contract reaches its conclusion including:

(a) Contract formation and effectiveness;
(b) Receipt, inspections and acceptance of goods;
(c) Payments to the consultant, supplier or contractor;
(d) Performance monitoring for services and works;
(e) Contractual disputes;
(f) Delays in performance;
(g) Claims for damages;
(h) Initial and final takeover of construction works;
(i) Installation and commissioning of equipment;
(j) Acceptance of deliverables;
(k) Contract closure.

6.3.1 Contract Formation and Effectiveness

(1) A contract is formed when a written contract is signed and issued by the University.

(2) The University cannot enter into a contract during the period of 10 days after display of the best evaluated bidder notice. This is to allow bidders sufficient time to lodge complaints with the Accounting Officer if there are any.

(3) After contract document has been signed by both parties, the contract shall become effective upon the fulfilment of one or more of the following conditions, including –

(a) the bidder providing a performance security;
(b) the bidder providing an advance payment guarantee;
(c) the bidder receiving required advance payment; or
(d) the bidder receiving an acceptable letter of credit if any.

(4) The University shall fulfil all its obligations when the contract becomes effective.

(5) The Procurement and Disposal Unit shall –

(a) if the provider fails to provide the required performance security within the specified time, and fails to respond to a written reminder, inform the Contracts Committee for a decision as to whether the contract may be cancelled and awarded to another bidder from among the remaining bidders;
(b) ensure that any advance payment specified in the contract is paid immediately when the advance payment security is received from the provider;
(c) ensure that all the required documents for opening the letter of credit are made available to University and issued promptly.

(6) The Procurement and Disposal Unit shall be responsible to follow-up with the finance department to ensure that the advance payment is paid in time and any letter of credit is open.

6.4 CONTRACT SUPERVISION AND ADMINISTRATION – GOODS

(1) The User department shall in most procurement of goods be monitoring delivery schedules, processing of documents and the inspection of goods to ensure that the correct goods are delivered on time.

(2) The Procurement and Disposal Unit shall:

(a) monitor the delivery schedules of all procurement to ensure that they are dispatched, delivered or received on time;
(b) contact the supplier to identify the causes of any delay in delivery;
(c) initiate and supervise any process for claims against insurance or the supplier;
(d) every three (3) months prepare and submit to the Accounting Officer a report on all contracts signed by the University, highlighting the problems encountered in managing the contracts.

6.4.1 Receipt, Inspection and Acceptance of Goods

(1) As a general rule, all goods are to be delivered to the stores and requisitioned from there by the relevant user departments.

(2) On receipt of delivery, the storekeeper shall co-ordinate the receipt and inspection of goods by the team comprising of the user department, internal audit and procurement and disposal unit, on the time of the formal inspection of the delivery.

(3) The inspection and receiving team (comprising of a staff from procurement and disposal unit, user department, internal audit, and stores unit) shall meet immediately following the arrival/delivery of the goods, and in the presence of the supplier's representative, shall:

(a) examine the documentation for compliance with the contract;
(b) ask the supplier to open the packages (or arrange opening of the packages at the supplier's expense);
(c) examine and analyse the goods for conformity with the contract specifications and/or the samples provided;
(d) reject all goods that are damaged or do not conform with the required specifications or samples;
(e) prepare the inspection report, recording the delivery, and descriptions, specifications and quantities of the goods examined, and the reasons for accepting or rejecting the goods;
(f) release accepted goods to store.

(4) The Stores Unit shall be responsible for the receipt of goods delivered in good condition except non-stock items where the items are delivered direct to the user department.

(a) the Store Keeper shall sign on the delivery note to acknowledge receipt;
(b) receive and register the invoices, and other documentation from the supplier. Retain invoices and other documents pending processing (through the user department to certify invoice and arrange for payment of provider), to the finance department for payment;
(c) take stock items on charge by entry into the Stores Ledger, or arrange delivery of non-stock items to the user department;
(d) issue Goods Receipt Note (GRN) for inspected and accepted items;
(e) any rejected goods should be removed by the supplier within the shortest time possible. If the goods are not removed, and it is specified in the contract, the supplier may be charged a penalty for delay;
(f) the inspection and receiving team shall follow similar procedures to examine equipment that is delivered to a site and already installed by the Supplier.

6.4.2 Issue to the User Department by Stores

(1) The Stores Unit shall be responsible for maintenance of records of all goods and movable assets held under the custody of individuals, units, departments and the University. Assets will be taken on charge in the records of the concerned stores and subject to regular review and audit.

(2) The Storekeeper shall:

(a) issue or release items to the user department that initiated the procurement using Stores Requisition/Issue Note;
(b) record the issue in the Stores Ledger and the receipt in the Goods Received Note of the University.

6.4.3 PAYMENT TO PROVIDERS

(1) Payment shall not be made to a provider under a contract for works, services or supplies, without receipt of the deliverables specified in the contract.

(2) Where payment is to be made to a provider before receipt of deliverables specified in the contract, the University must obtain an appropriate payment security.

(3) The payment for any sum of money due under a contract shall only be made in the name of the provider stated in the contract.

(4) Payment shall not be made to any person other than a provider, unless the provider requests and confirms in writing the details of the recipient of the payment.

(5) The period for payment shall be thirty (30) days from certification of invoices, except where this is varied in the special conditions of contract. Payment shall be made in the currency stated in the contract.

(6) The University shall agree with the provider on the method of payment for a contract. The method of payment shall be comprehensively defined in a contract and shall indicate the person to pay any cost associated with the agreed method.

6.4.3.1 Payment for Goods

(1) For simple payments against invoices, the User department under the supervision of the Procurement and Disposal Unit shall:

  (a) complete a payment request, certify invoice and arrange for payments to the provider.
  (b) forward a request for payment through the Procurement and Disposal Unit to the finance department for processing with the following attachments:

    i. original invoice from the supplier;
    ii. a delivery note;
    iii. original of the Inspection Report;
    iv. original Goods Receipt Note (GRN);
    v. calculation of any penalties for rejected goods not removed by the Supplier, and any liquidated damages if allowable under the contract;
    vi. copies of relevant information from the contract document or LPO, records of approval and financial authorisations.

  (c) keep a record of all requests for payment sent to the finance department.

6.5 CONTRACT SUPERVISION AND ADMINISTRATION - WORKS

(1) Contract supervision and administration of complex works contracts is the responsibility of the Technical Supervisor or Contract Manager.

6.5.1 Contract Supervision

(1) Day to day supervision of a works contract is carried out by the Technical Supervisor (usually the Consulting Engineer) or Contract Manager who acts for and on behalf of the University to supervise and administer the contract.

(2) For large and complex contracts this may involve a team of engineers, inspectors, quantity surveyors etc. The technical supervisor is appointed by the University Secretary.

(3) The process of contract supervision starts immediately after the signing of the contract agreement and ends with the issue of a certificate of performance and making of final payments to the contractor. Contract supervision may require crosschecking to actual progress/performance against contracted outputs in the bills of quantities.

(4) The Estates department shall therefore ensure that routine reports are received of progress and any problems that arise during the contract performance. The Technical Supervisor shall report to Estates Manager. The Contract Manager or the Technical Supervisor shall work in close collaboration with Estates department in all technical matters.

6.5.2 Responsibilities of the Technical Supervisor/Contract Manager

(1) The responsibilities of the Technical Supervisor or Contract Manager include to:

(a) discuss technical matters with the contractor and ensure that the contractor understands the technical design and specification;
(b) inspect the works and advise the contractor and the University management if there is any deviation from the technical design and specification;
(c) help to solve problems that arise during implementation of the contract;
(d) prepare progress reports. These reports are needed when the contractor submits a claim for payment, for monitoring implementation progress and when problems arise during implementation;
(e) issue certificate of payment detailing the quantity of work performed by the contractor against each item in the priced BOQs and the valuation of work completed.

(2) Where any part of work is not done to the satisfaction, the Technical Supervisor may instruct the contractor to rectify the shortcomings.

6.5.3 Payment for Works

(1) Payment for works contracts will normally be made against payment certificates approved by the technical supervisor and completion reports of the inspection and acceptance committee/ technical committee. For all works contracts, materials delivered to the site but not yet used will be excluded from the measurement approved and the value of payment certificates.

(2) The Technical Supervisor and the Estates Engineer will ensure that:

(a) any required retention specified under the contract is deducted from the value of the certificate before payment;
(b) agreed deductions in respect of the repayment schedule for any advance payment are deducted from the value of the certificate before payment;

(c) on issue of an interim takeover certificate by the Inspection and Acceptance Committee/technical committee, part of any retention monies held may be paid to the contractor if specified in the contract;
(d) on issue of a final takeover certificate by the Inspection and Acceptance Committee/technical committee, the balance of any retention monies is paid to the contractor.

(3) Retention monies are due on expiration of the defects liability period (DLP), after it has been confirmed that there were no defects arising from the fault of the contractor during the period or that any defects have been rectified by the contractor.

(4) The Estates department shall**:**

(a) submit a request for payment through the Procurement and Disposal Unit to the finance department with the following attachments:

i. the payment certificate;
ii. the report of the technical team for interim or final takeover (if appropriate);
iii. payments certificate showing calculations of advance payments, interim payments, any retentions, liquidated damages or other penalties applicable under the contract;
iv. copies of relevant information from the contract document, records of approval and financial authorisations.

(5) The Procurement and Disposal Unit shall:

(a) record the requests for payment in the Contracts Register.
(b) forward the supporting documents to the finance department for payment processing.

(6) The Procurement and Disposal Unit shall every three (3) months prepare and submit to the Accounting Officer a report on all contracts signed by the University, highlighting the problems encountered in managing the contracts.

6.5.4 Progress Payments

(1) The contract may provide for progress payments to the contractor.

(2) Progress/interim payments shall be either:

(a) Payment of specified percentage or amount of the contract value following particular contract events, milestones or submission of deliverables specified in the contract; or
(b) Payment for the actual quantities of goods, works or services delivered or completed.

(3) Individual progress payment shall not exceed the cost or value of the goods, works or services delivered or completed.

(4) Progress payments shall only be made against interim certificates or other documentation proving delivery or completion of the goods, works or services subject to the progress payment or submission of the deliverables specified.

6.5.5 Retained Payments

(1) The contract may provide for a specified percentage or amount of payments to the contractor to be retained.

(2) The contract shall clearly specify:

(a) the percentage or amount of the total contract value to be retained;
(b) the period or the event at which the retention is to be released, which may include, but not be limited to installation of goods, completion of the contract or expiry of a warranty period; and
(c) the documents required to prove completion of the event or period in(ii) above.

(3) Where so specified in the contract, the contractor may substitute a payment security for a retention payment.

(4) The threshold for performance security and retention money together shall not exceed 10% (ten percent) of contract value. On expiry of any guarantee period, the University shall release the retention balance to the contractor.

6.5.6 CLAIMS BY CONTRACTOR

(1) Claims by Contractors for additional work or costs which are not covered under the terms of the existing contract and total contract value, must be referred to the Contracts Committee for approval before commencement. Claims for extension of time, with or without additional costs, or for additional payment to the contractor must be resolved quickly by the technical supervisors/contract manager, subject to the approval of the Contracts Committee.

6.6 CONTRACT SUPERVISION AND ADMINISTRATION – SERVICES CONTRACTS

6.6.1 Introduction

(1) Contract supervision and administration for simple non-consultancy services such as Compound maintenance/cleaning, hire of transport, hire of conference and hotel facilities

or repair and maintenance of vehicles/equipment etc, will be undertaken by the User or Estates department as appropriate.

(2) For consultancy services, the User department will usually nominate a Project Manager to coordinate supervision and administration of the contract. The contract may specify payments on the basis of inputs (time), deliverables, retainers, unit rates or commission fees, and administrative and supervision activities must therefore be based on the specific terms of each contract.

(3) The Contract Manager shall:

(a) monitor the activity and performance in accordance with the contract to ensure that levels of service are maintained and that deliverables are submitted or completed on time. For consultancy services, the contract may specify key reports to be submitted, or timesheets and routine reports to be submitted to the Procurement and Disposal Unit and Accounting Officer on a monthly or quarterly basis;
(b) ensure that all contractual obligations of the University are performed promptly and efficiently;
(c) ensure that all deliverables (and especially reports) are reviewed immediately and responded to in writing where necessary;
(d) contact the service provider to identify the causes of any failings in performance or failure to meet targets;
(e) issue a formal letter to the service provider detailing the complaint if the explanation given is unsatisfactory or if performance is not improved within a reasonable period of time;
(f) report to the Contracts Committee and Accounting Officer any continued breach by the service provider of his contractual obligations.

6.6.2 Payment for Services

(1) Payment for service contracts will be made according to the specific terms of each contract against invoiced claims by the service provider.

(2) The Contract Manager or Estates department will ensure that:

(a) the invoice claim is justified by the evidence of timesheets, submission and acceptance of deliverables, or other criteria as specified in the contract;
(b) agreed deductions in respect of the repayment schedule for any advance payment are deducted from the value of the invoice before payment;
(c) any retention sum specified in the contract is deducted from the value of the invoice before payment.

(3) The Contract Manager (or Estates department) will:

(a) submit a request for payment through Procurement and Disposal Unit to the Finance department with the following attachments:

i. the original invoice;
ii. payment certificate showing calculations of advance payments, interim payments, any retentions, liquidated damages or other penalties applicable under the contract;
iii. copies of relevant information from the contract document, records of approval and financial authorisations.

(4) The Procurement and Disposal Unit shall:

(a) record the requests for payment in the Contracts Register.
(b) forward the supporting documents to the Finance department for payment processing.

(5) The Procurement and Disposal Unit shall every three (3) months prepare and submit to the Accounting Officer a report on all contracts signed by the University, highlighting the problems encountered in managing the contracts.

6.6.3 TIMING OF PAYMENTS

(1) The University shall be responsible to make prompt payments in accordance with the contract. The Contract Manager shall ensure that:

(a) the payment terms and penalties specified in the contract are known to all managers and staff involved in the processing of payments;
(b) all invoices and certificates which are not in dispute are paid within the agreed payment period.

(2) The periods in which payments have to be made, and any penalties for delayed payment will be those specified in the signed contract.

(3) A provider shall make a request for payment to the University in accordance with the terms of a contract.

(4) The University shall, within five (5) working days of receipt of a payment request from a provider, examine and ascertain that the request is correct, accurate and in accordance with the terms of a contract.

(5) Where a payment request is accurate and in accordance with the terms of a contract, the University shall certify it for payment and make payment in accordance with the terms of the contract.

(6) Where a payment request contains errors or discrepancies or is supported by incorrect or incomplete documentation or is not in accordance with the terms of a contract, the payment request shall not be certified and shall be returned to the provider, specifying the reasons for rejection.

(7) A provider whose payment request is rejected shall be entitled to present a new or amended payment request, which shall be treated as the original payment request.

(8) Where the University queries any part of a payment invoice from a provider, the University shall pay the unchallenged portion of the invoice to the provider.

CHAPTER 7

CONTRACT MONITORING

7.1 Monitoring Supplier, Consultant or Contractor's Obligations

(1) The Supplier, Consultant or Contractor's performance against the contract must be monitored on a routine basis.

(2) The Procurement and Disposal Unit, and or Contract Manager shall:

(a) notify the Supplier, Consultant or Contractor immediately in writing of any failings in performance and seek an agreed solution;
(b) in the case of a consultant this takes the form of comments on consultancy reports;
(c) update the contract file and Contract Register regularly to reflect the monitoring of performance;
(d) ensure that the Accounting Officer and Contracts Committee is informed of any serious failings in performance.

7.2 Monitoring and performing the University's obligations

(1) The contract may impose certain conditions on the University which, if not complied with, may affect the supplier or contractor's performance including:

(a) payment of interim or stage payments within the contracted time limits;
(b) assistance with tax clearance, etc.;
(c) approval of drawings or reports within the set time periods;
(d) provision of storage or working facilities and access permits;
(e) conditions relating to the supplier's provision of staff services (e.g. letters of invitation for visas, provision of office space, etc.);
(f) ensure that all such obligations of the University are planned and performed without undue delay.

7.3 Delays in Performance

(1) Delivery of goods, construction of works and the performance of services should be completed by the supplier or contractor in accordance with the time schedule prescribed in the Schedule of Requirements. Where this is not the case:

(a) in accordance with the contract conditions, the supplier, contractor, or its subcontractor, must notify the University in writing of the conditions delaying performance, including full details of the delay, the likely duration and the cause(s);

(b) the University will immediately assess the situation, and may at its discretion extend the supplier or contractor's time for performance, with or without liquidated damages as specified in the contract;

(c) if the time for performance is extended, both parties shall ratify such extension by a formal addendum to the contract subject to approval by the Contracts Committee;
(d) a delay by the supplier or contractor in the performance of his obligations may render him liable to liquidated damages if specified in the contract document, except where:

i. the delay is as a result of force majeure;
ii. there is no provision for liquidated damages in the contract;
iii. an extension of time is agreed between the two parties without the application of liquidated damages.

(2) The Procurement and Disposal Unit or Contract Manager shall:

(a) refer to the relevant clauses in the General or Special Conditions of Contract (GCC) for the procedure to be followed to apply, calculate and claim liquidated damages in collaboration with the Unit department and Legal counsel;
(b) update the procurement file and Contract Register to reflect any delays in the supplier's performance;
(c) notify the User department immediately of all such delays.

7.4 Resolution of Disputes

(1) Most minor disputes may be resolved by sensible discussion and agreement between the responsible officer and the supplier or contractor to rectify the cause of complaint.

(2) Any formal written complaints received from a supplier or contractor should be fully investigated and referred to the Accounting Officer to seek ways and means of addressing the complaints.

(3) Where there is dispute:

(a) the Procurement and Disposal Unit shall examine the contract carefully to be aware of all contract conditions relating to the resolution of disputes;
(b) the Legal Officer shall where necessary advise on interpretation of specific contractual clauses;
(c) the Legal Officer shall determine if the University is at fault or partly at fault, and if so, take appropriate action to rectify the problem;
(d) the Accounting Officer shall invite the supplier or contractor to a formal meeting, within seven (5) days of the complaint, to discuss the issues and try to agree on a compromise acceptable to both parties. Ensure that accurate written minutes are kept of any such meeting. If any agreement is reached which changes any of the

conditions of the contract, approval of the Contracts Committee is required before the agreement can be implemented in the case of contracts under tender;

(e) if no initial agreement is reached and negotiations conducted also fail, the Legal Officer shall advise on the use of conciliation or arbitration services as specified in the contract;

(f) the Procurement and Disposal Unit shall prepare any necessary addendum to the contract, for review and approval by the office of the Legal counsel, and signature.

7.5 Change Orders to Contract or Contract Variations

(1) The University may at any time after signing a contract issue a change order to the provider, in accordance with the contract, requiring the provider to make changes within the general scope of the contract in –

(a) the drawings, designs, or specifications;
(b) the method of shipping or packing;
(c) the place of delivery;
(d) time of performance or duration of the contract; or
(e) the related services to be provided by the provider.

(2) The University shall not issue a change order which increases the cost of the contract beyond 0.1% in the case of a single change or 1% in the case of cumulative change orders, of the original contract price.

(3) A change order shall be issued by the contract manager. A change order shall not be issued to the provider without the approval of the Accounting Officer.

7.6 Contract Amendment

(1) An amendment to a contract refers to a change in the terms and conditions of an awarded contract.

(2) Contract amendment may become necessary as a result of the application of price variations specified in the contract, the resolution of disputes, additional or reduced requirements by the University, agreements to extend the time schedule, or from accepted increases or decreases in prices permitted in the contract. The contract may allow the University to modify contract values by a pre-determined percentage when this is in the public interest and essential for the work of the University.

(3) All other amendments to costs, quantities, time-periods and other terms and conditions of the contract must be approved by the Contracts Committee and confirmed in a formal contract amendment or addendum.

(4) A contract amendment shall not be issued prior to commitment of the full amount of funding of the amended contract price over the required period of the revised contract; and

obtaining approval from the Solicitor General, after obtaining the approval of a Contracts Committee.

(5) A contract amendment for additional quantities of the same items, the University shall use the same or lower unit prices as the original contract.

(6) A change in the contract which increases the price of the original contract beyond 0.1% in the case of a single change or 1% cumulatively shall be effected by amending the contract.

(7) The price to be charged by a provider 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 provider for similar services.

(8) A contract amendment for additional quantities of the same items shall use the same or lower unit prices as the original contract.

(9) The Procurement and Disposal Unit and or the Contract Manager will:

(a) identify and agree with the User department and the provider the specific clauses in the contract which need to be changed, and the new values or terms and conditions which are to apply;
(b) for any single contract amendment, the amendment shall not increase the total contract price by more than fifteen (15%) percent of the original contract price;
(c) where a contract is amended more than once, the cumulative value of all contract amendments shall not increase the total contract price by more than twenty five (25%) of the original contract price;
(d) prepare a draft contract amendment document and obtain approvals from the Contracts Committee and also Attorney General, submitted together with a report justifying the reasons for the amendment;
(e) following approval by the Contracts Committee as well as Attorney General:

i. record any change in contract value in the Commitment Register and in the Contract Register;
ii. record any other contractual changes in the Contract Register;
iii. obtain from the provider any necessary addition to the performance security;
iv. arrange for signature of the contract amendment;
v. distribute copies in the same way as the original contract documents.

7.7 Termination of Contract

(1) The parties to the contract normally have the right to terminate the contract, but to protect the University, advice of the Legal Officer and the Contracts Committee should always be

sought if the University is considering such action. Contracts shall only be terminated as per the terms and conditions spelt out in the contract.

(2) The Procurement and Disposal Unit shall examine the contract carefully to be aware of all contract conditions and penalties relating to the termination of contract.

(3) The Legal Officer shall prepare the necessary correspondences in relation to termination of contract and settlement of any contractual penalties.

(4) Where the Contract Manager or a Procurement and Disposal Unit believe that a contract should be terminated, the Contract Manager or Procurement and Disposal Unit shall submit a recommendation for termination with a copy of the contract to the Accounting Officer.

(5) A recommendation for termination of a contract shall state –

- (a) the name of a provider and the procurement reference number;
- (b) the reasons for the termination;
- (c) the actions taken to avoid termination, where applicable;
- (d) the contractual grounds for the termination;
- (e) the costs, if any, resulting from the termination; and
- (f) any other relevant information.

(6) The decision to terminate a contract shall be taken by the Accounting Officer, after consulting the Attorney General.

(7) Where a contract is terminated, the University shall, where appropriate, inform the PPDA of the provider involved, the reasons for the termination and recommend the suspension of the provider.

7.8 Suspending of a Provider

7.8.1 Grounds for Suspension

(1) A provider may be suspended from participating in public procurement or disposal of public assets on the following grounds:

- (a) seriously neglecting their obligations under a contract;
- (b) providing false bidding information;
- (c) offering inducements;
- (d) having a history of unsatisfactory performance;
- (e) having been convicted of charges of fraud, bribery, collusion, conspiracy, or any other charge connected with procurement and disposal transactions;
- (f) having failed to comply with terms and conditions of existing contract.

(2) The User departments or Estates department shall lodge their complaints to the Accounting Officer in writing recommending suspension and giving reasons for their recommendations.

(3) The Accounting Officer shall submit in writing a request to the PPDA to suspend a provider giving reasons for the requests. In case of complex contract, the University Council shall be informed of the submission for suspension of a provider.

(4) Suspended provider will be excluded from participating in public procurement and disposal for a period to be determined by the PPDA on a case to case basis.

7.9 Procurement Monthly Reporting

(1) The University shall submit its monthly report on the procurement and disposal activities to the PPDA by the 15th day of each month for the previous month using standard procurement Form 2 and Form 46,47 PPDA Regulations,2023 S.I.No.102 of 2023

(2) The Procurement and Disposal Unit shall prepare the reports and seek for approval of the monthly reports from the Contracts Committee. Copies of minutes of the Contracts Committee for the month of reporting should be attached to the monthly report.

(3) The Accounting Officer shall ensure that the monthly report is prepared and submitted on time by the Procurement and Disposal Unit. The Accounting Officer shall be responsible for submission of the final report to the PPDA by the 15th day of every month.

(4) The Accounting Officer should sign the monthly report before submitting it to the PPDA.

CHAPTER 8

DISPOSAL OF UNIVERSITY ASSETS

8.1 Introduction

(1) Disposal of public assets, including assets identified by a Board of Survey, shall be carried out in accordance with the PPDA Regulations 2023 No.102 and the Guidelines.

8.2 Items for Disposal

(1) Disposal of University assets deals with those assets that are unserviceable or obsolete, for example un-functional vehicle packed, obsolete computers and accessories, photocopiers, UPS, used beds, animals, office furniture etc.

8.3 Authority and Responsibility to Dispose of Assets

(1) In accordance with Section 58(2) of the Universities and Other Tertiary Institutions Act, the University Council may dispose of the immovable property of the University.

(2) The University shall not dispose of any strategic asset, without the prior approval of the Minister. Strategic asset means land, a building shares and other asset belonging to the Government of Uganda.

(3) The University may use the Board of Survey or a user department to identify those assets to be disposed of.

(4) The Accounting Officer shall convene a Board of Survey which shall report on the identified assets to be disposed of and upon receiving recommendations the Accounting Officer, approves boarding off the assets.

(5) A Board of Surveys is a tool employed to identify assets for disposal. It may consist of three persons or more. The board's function shall include among others:

(a) carrying out physical inspection of the asset(s);
(b) assessing costs and benefits of disposal options;
(c) recommending the best disposal option, etc.

8.4 Disposal Planning and Initiating Disposal Requirements

(1) The Accounting Officer shall, in each financial year, cause the assets of the University to be reviewed, to identify the assets to be disposed of in the following financial year.

(2) Disposal requirement should be planned in order to maximize the number of assets which can be disposed of at a time and reduce administrative costs.

(3) Where appropriate, a Board of Survey may be used to identify the assets which need to be disposed of.

(4) After receiving recommendation from Board of Survey, the University shall then prepare a disposal plan for each financial year **[See Annex 6: Annual Disposal Plan template].**

(5) The disposal process must be started by means of a requisition, which must be signed by the Accounting Officer to confirm that the asset may be sold.

(6) The request and approval of the disposal of assets shall be by the user department or the appropriate department that is responsible for the management of assets and the Accounting Officer, respectively, using standard Form 28 attached in Annex 3.

8.5 Valuations of Assets and Reserve Price

(1) Valuation of assets should be obtained from the appropriate authority before the disposal starts.

(2) The University shall obtain a valuation of assets prior to the commencement of disposal proceedings.

(3) The valuation shall be obtained from a competent authority. Where the cost of obtaining a valuation is likely to be greater than the money expected to be realised from the disposal, no valuation is required. Where appropriate, the valuation should be used to set a reserve price, below which the asset will not be sold.

(4) Where more than one valuation are conducted, the valuations shall be confidential and the identities and recommendations of a valuer shall not be revealed to the other valuer.

(5) The Contract Committee shall use the valuation to select the disposal method and where required, to determine the reserve price.

(6) For the purposes of determining the reserve price, the Contracts Committee shall decide whether a reserve price should be set and shall, on the recommendation of the User department approve the reserve price.

(7) The reserve price shall be a minimum sale price of the asset.

8.6 Selecting a Disposal Method

(1) Subject to specific conditions for use, the University may choose to disposed of assets using any of the following methods provided in the PPDA Regulation, 2023 No.102

(a) Public bidding , Public Auction ,Direct negotiations,Sale to public officers,Destruction of assets, Conversion or classification of asset into another form for disposal by sale, Trade – in, Transfer to another procuring and disposing entity and Donation

8.7 Procedures for Disposal of Assets

(1) The User department declares the asset for disposal.

(2) The asset is presented to the University Council to approve disposal action.

(3) The Accounting Officer invites/institutes a Board of Survey for a report and upon receiving it, approves boarding off the assets.

(4) The Procurement and Disposal Unit shall prepare disposal plan and seek approval of the plan from the Contracts Committee. For strategic assets, the Accounting Officer shall seek approval from the Minister of Finance to dispose strategic assets.

(5) The User department shall initiates disposal process where the board of survey recommends for the disposal and seek approval from Accounting Officer, using standard requisition Form 28 **[See Annex 3: Requisition for Disposal]**.PPDA Regulations,2023 ,S.I. No.102 of 2023

(6) Initiation of disposal requirement may follow the recommendation of a Board of Survey to Accounting Officer. The requisition form shall include a clear indication of the assets to be disposed of and the approval to commence disposal proceedings for the specified assets (always attached the Board of Survey report).

(7) After receipt of approved Requisition form 28, the Procurement and Disposal Unit prepares draft bidding documents**.**

(8) The Procurement and Disposal Unit shall make a request to the Contract Committee for approval of method of disposal, draft bidding documents and evaluation committee.

(9) The Contracts Committee approves the requirements, the method of disposal and reserve price.

(10) The Procurement and Disposal Unit advertises and invites bids, receives and opens bids.

(11) The Evaluation Committee shall evaluate the bids and submit evaluation report to Procurement and Disposal Unit.

(12) Where two or more bids offer the same price for an asset in the process of disposal by public bidding or sale to public officers, and this price is the highest price received, the bidders with the highest price shall be invited to resubmit revised bids. The revised bids should not quote a price lower than the bidder price quoted in the original bids.

(13) The Contracts Committee reviews evaluation reports and award contract.

(14) Where administrative review is not applicable, the Accounting Officer signs contract.

(15) The successful bidder pays for the asset to the University and the University hands over the asset to the provider.

(16) The University shall not hand over the asset to the bidder until the full contract price is paid and received.

(17) Where the successful bidder fails to pay the contract price in accordance with the terms of the contract, the University shall terminate the contract and make an offer for sale to the next highest bidder.

8.8 Assets given by Ministry of Education and Sports and all donated.

(1) The University Council shall pass a resolution recommending disposal of particular asset(s) and the Contracts Committee approves. This recommendation shall be forwarded to the Permanent Secretary Ministry of Education and Sports.

(2) The Permanent Secretary Ministry of Education and Sports may seek a valuation report from a competent authority where their involvement is required by law for example Ministry of Works and Transport, or Chief Government Valuer, etc.

(3) Once the Government Valuer's report is made the Accounting Officer Ministry of Education and Sports shall authorise the University to dispose. The University Secretary/Accounting Officer shall submit/forward the authorisation to dispose the assets to the Procurement and Disposal Unit for action.

ANNEXES

ANNEX 1: FORM 5: REQUEST FOR APPROVAL OF PROCUREMENT

FORM 5

Regulation 3(5), 12 (3), 13(3), 14(4), 15(4), 17(2), 44 (5), 45(4)

THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS ACT, 2003

REQUEST FOR APPROVAL OF PROCUREMENT

PART I: REQUEST BY USER DEPARTMENT FOR APPROVAL OF PROCUREMENT

Procurement Reference Number			
Code of Procuring and Disposing Entity	Supplies/Works/Non-consultancy services	Financial year	Sequence number

Particulars of Procurement	
Subject of Procurement	
Procurement Plan Reference	
Location for Delivery	
Date Required	

Details relating to the Procurement					
Item No.	Description *(Attach specifications, terms of reference or scope of works)*	Quantity	Unit of Measure	Estimated Unit Cost	Market price of the procurement
				Currency:___________ Estimated Total Cost:	

(1) Request for Procurement
(Member of user department)

(2) Confirmation of request
(Head of user department)

Name: ________________________________ ________________________________
Signature: ________________________________ ________________________________

Title: ________________________________ ________________________________
Date: ________________________________ ________________________________

Availability of funds to be confirmed prior to approval by Accounting Officer:

Vote/head No	Programme	Sub-programme	Item	Balance remaining

(3) Confirmation of funding and approval to procure
(Accounting Officer)

Name: ________________________________
Signature: ________________________________

Title: ______________________________

Date: ______________________________

PART II: REQUEST BY PROCUREMENT AND DISPOSAL UNIT TO CONTRACTS COMMITTEE FOR APPROVAL OF PROCUREMENT METHOD

	Submission by the Procurement and Disposal Unit		**Decision by the Contracts Committee**	**Conditions/ Justification for decision**
	Date of submission to Contracts Committee:		**Date/reference of Contracts Committee meeting:**	
1.	Recommended method of procurement and justification			
2.	Names of shortlisted provider (s) and justification for selection			
3.	Bidding document. Persons involved in preparation of proposal document (*Names and positions*)			
4.	Names of persons recommended to constitute the Evaluation Committee and the justification (*Names and positions*)			
5.	Cost of the bidding document, if any			
6.	Any other information			

Documents attached:

1. Bidding Document

Declaration by Procurement and Disposal Unit
The information contained in this form and the attached documents is complete, true and accurate and in accordance with the Public Procurement and Disposal of Public Assets Act, 2003.

Name: ______________________ __

Position: ______________________ _

Signature:______________________

Date: ______________________ ___

The information contained in this form is a true and accurate record of the decision of the Contracts Committee meeting held on the above date.

Name: ______________________ _

Position: **Chairperson Contracts Committee**

Signature:______________________

Date: _________________________

Name: ______________________ __

Position: **Secretary Contracts Committee**

Signature:______________________

Date: ______________________ __

Declaration by Contracts Committee

ANNEX 2: Form 18: REQUEST FOR APPROVAL OF PROCUREMENT

FORM 18

Regulation 3(5), 7(10), 12(2), 12(3), 13(8)

THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS ACT, 2003

<u>REQUEST FOR APPROVAL OF PROCUREMENT</u>

PART I: REQUEST BY USER DEPARTMENT FOR APPROVAL OF PROCUREMENT

Procurement Reference Number			
Code of Procuring and Disposing Entity	Consultancy services	Financial year	Sequence number

Particulars of Procurement	
Subject of Procurement	
Procurement Plan Reference	
Location for Delivery	
Date Required	

Item No.	Description *(Attach terms of reference)*	Market price of the procurement

Currency:___________ Estimated Total Cost:		

(1) Request for Procurement
(Member of user department)

Name: ______________________________
Title: ______________________________
____
Signature: ______________________________
____
Date: ______________________________

(2) Confirmation of request
(Head of user department)

Name: ______________________________
Title:

Signature:

Date: ______________________________

Availability of funds to be confirmed prior to approval by Accounting Officer:

Vote/head No	Programme	Sub-programme	Item	Balance remaining

Signature is required below to certify that the funds are available/budgeted for the requirement and that approval for the procurement is granted.

(3) Confirmation of funding and approval to procure
(Accounting Officer)

Name: ______________________________
Title: ______________________________
Signature: ______________________________
Date: ______________________________

PART II: REQUEST BY PROCUREMENT AND DISPOSAL UNIT FOR APPROVAL OF PROCUREMENT METHOD

	Submission by the Procurement and Disposal Unit		**Decision by the Contracts Committee**	**Conditions/ Justification for decision**
	Date of submission to Contracts Committee:		**Date/reference of Contracts Committee meeting:**	
7.	Recommended method of procurement and justification			
8.	Names of shortlisted consultants/ sole or single consultant where applicable and justification for selection			
9.	Request for Proposal Document/ Expression of Interest Notice. Persons involved in preparation of Request for Proposal Document/ Expression of Interest Notice (*Names and positions*)			
10.	Names of persons recommended to constitute the Evaluation Committee and the justification (*Names and positions*)			
11.	Cost of the bidding document, if any			
12.	Any other information			

Documents attached:

1. Request for Proposal Document/ Expression of interest Notice
2. Bidding document

Declaration by Procurement and Disposal Unit

The information contained in this form and the attached documents is complete, true and accurate and in accordance with the Public Procurement and Disposal of Public Assets Act, 2003.

Name: ______________________ __

Position: ______________________ _

Signature: ______________________

Date: ______________________ ___

Declaration by Contracts Committee

The information contained in this form is a true and accurate record of the decision of the Contracts Committee meeting held on the above date.

Name: ______________________ __

Position: **Chairperson Contracts Committee**

Signature: ______________________

Date: ______________________ ___

Name: ______________________ __

Position: **Secretary Contracts Committee**

Signature: ______________________

Date: ______________________ ___

ANNEX 3: Form 28: REQUISITION FOR DISPOSAL

FORM 28 *Regulation 3(6)*

THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS ACT, 2003

REQUISITION FOR DISPOSAL

Disposal Reference Number		
Code of Procuring and Disposing Entity	Financial Year	Sequence number

Particulars of Disposal			
Subject of disposal:			
Disposal Plan Reference:			
Location/site of asset:			

Details relating to the asset for disposal			
Item No.	Description of asset *(Attach a detailed list or Board of Survey report)*	Reference number from Asset Register	Reserve Price
		Currency: ___________ Estimated total value:	

	(1) Request for Disposal (Originating Officer)	**(2) Approval to disposal** (Accounting Officer)
Name:	______________________	______________________
Signature:	______________________	______________________
Position:	______________________	______________________
Date:	______________________	______________________

ANNEX 4: User Department Procurement plan template

MOUNTAINS OF THE UNIVERSITY

User Department Revised Procurement Plan for Supplies, Works, Non Consultancy and Consultancy Services

Area/Section/Department: ………………………………
Financial Year : …………………………………………

S/N	Subject of procurement	Quantity/ Unit measure	Estimated cost (Ushs)	Source of funding	Date when goods/services/ works are required
	Total				

Prepared by User: **Approval by Head of Department** **Received by Head of PDU**

Name:………………………… … Name:……………………………… Name:……………………………….

Signature: ……………………….. Signature: ………………………..... Signature: …………………...……..

Date: ………….........................…. Date: ……………........................... Date: ……………..........................

ANNEX 5: Annual Procurement Plan Template

PROCUREMENT PLAN FOR GOODS, WORKS AND NON CONSULTANCY SERVICES - FOR SUBMISSION TO TREASURY, PPDA and PUBLICATION

Procuring and Disposing Entity: **MMU UNIVERSITY**

Financial Year:………….

S/No	Subject of procurement	Currency	Estimated cost	Multi Years Procurement	Source of funding	Procurement method	Contract Type	PRE-QUALIFICATION (Yes or No)	Apply Reservation Scheme	INVITATION AND AWARD OF BIDS				Contract signing date	Completion date
										Bid invitation date	Bid closing/ Opening date	Approval evaluation report date	Award notification date		

Prepared by		
	Name:	
	Signature:	
	Designation:	Head PDU

	Date:	
Approved by	Name:	
	Signature:	
	Designation:	Accounting Officer
	Date:	

ANNEX 6: Annual Disposal Plan Template

CONSOLIDATED DISPOSAL PLAN
FINANCIAL YEAR..................

S/N	Asset to be disposed	Reference Number in the Asset Register where applicable	Quantity and Unit of Measure	Value given by the Board of Survey where applicable	Method of Disposal	Period within which the disposal should take place			
						Q1	Q2	Q3	Q4

Prepared by PDU Officer **Approval by Head Finance and Administration** **Approval by Accounting**

Name:………………………… …........ Name:……………………………… ..... Name:………………………………….........

Signature: ………………………......... Signature: ………………………....... Signature: …………………...……........

Date: ………….........................…. Date: ……………........................ Date: …………….............................

ANNEX 7: Local Purchase Order (LPO)

MOUNTAINS OF THE MOON UNIVERSITY

Office of the University Secretary
P.O. Box 837 Fort Portal, Uganda
Tel: +256 483 660 388;
Email: us@mmu.ac.ug
www.mmu.ac.ug

PO No: {pre-printed}

Date of Order

To:
(*Name and address of the supplier*)
____
____

This order is placed by Mountains of the University is subject to the Government of Uganda General Conditions of Contract, except where modified herein by the Special Conditions of Contract. The General Conditions of Contract are available on request. Your quotation has been accepted and you are requested to supply the goods /services listed, against the terms contained in this Purchase Order.

No.	Description	Unit	Quantity	Unit Price	VAT %	VAT amount	Price before VAT
	Additional costs						
	Sub-total						
	VAT Total of all lines						
	Total Order Price						

ACCEPTANCE:

This order accepts your quotation reference dated: ____________________________

You should supply the goods/services above to the delivery address and by the delivery date specified in this Purchase Order. Address any inquiries to the contact point in the Procuring Entity detailed below:

Contact within the Procuring Entity: ____

Telephone: ____

PURCHASE ORDER AUTHORIZED BY:

No	Position	Name	Signature	Date

RECEIPT OF ORDER BY THE SUPPLIER

Please confirm receipt of this Purchase Order and that you are proceeding with provision of the supplies, in accordance with the terms and conditions of the Purchase Order.

Signature:_______________________________________

Name: _______________________________________

Position:_______________________________________

(Sign and return this Acknowledgement of Purchase Order within 3 days of receipt)

ANNEX 8: Procedural Steps for Open Domestic Bidding

S/No.	Procurement Activity	Form to Use	Responsible Person
1.	Assessment of market price	-	Accounting Officer
2.	Initiate procurement requisitions and seek approval from the Accounting Officer and pass completed form to the Procurement and Disposal Unit	Form 5	User Department
3.	Submit to Contracts Committee for approval of method, bid document and Evaluation Committee	Form 5	Procurement and Disposal Unit
4.	Advertise bid notice, issue bidding documents, receive bids/proposals, closed bidding and open bids	Form 8, 11 and 12	Procurement and Disposal Unit
5.	Submit bids to Evaluation Committee for evaluation	-	Procurement and Disposal Unit
6.	Evaluate bids/proposals and determine the lowest priced responsive bid/proposal and make recommendation for award	Form 14, 16 or 17	Evaluation Committee
7.	Seek approval of award and draft contract to the Contracts Committee	-	Procurement and Disposal Unit
8.	Issue a notice of best evaluated bid for ten days before signing the contract	-	Procurement and Disposal Unit
9.	Reassess and determine market price where best evaluated bidder's price is higher than the price assessed at the commencement of the procurement	-	Accounting Officer
10.	Submit draft contract document to the Attorney General for contract clearance and sign contract	-	Procurement and Disposal Unit
11.	Handover copy of signed contracts/LPO to the User department	-	Procurement and Disposal Unit
12.	User department to manage the contract	Form 49	User Department

ANNEX 9: Procedural Steps for Restricted Domestic Bidding

S/No.	Procurement Activity	Form to Use	Responsible Person
1.	Assessment of market price	-	Accounting Officer
2.	Initiate procurement requisitions and seek approval from the Accounting Officer and pass completed form to the Procurement and Disposal Unit	Form 5	User Department
3.	Submit to Contracts Committee for approval of method, shortlist of bidders, bid document and Evaluation Committee	Form 5	Procurement and Disposal Unit
4.	issue bidding documents, receive bids, closed bidding and open bids	Form 8, 11 and 12	Procurement and Disposal Unit
5.	Submit bids to Evaluation Committee for evaluation	-	Procurement and Disposal Unit
6.	Evaluate bids and determine the lowest priced responsive bid and make recommendation for award	Form 14, 16 or 17	Evaluation Committee
7.	Seek approval of award and draft contract to the Contracts Committee	-	Procurement and Disposal Unit
8.	Issue a notice of best evaluated bid for five days before signing the contract	-	Procurement and Disposal Unit
9.	Reassess and determine market price where best evaluated bidder's price is higher than the price assessed at the commencement of the procurement	-	Accounting Officer
10.	Submit draft contract document to the Attorney General for contract clearance and sign contract		Procurement and Disposal Unit
11.	Handover copy of signed contracts/LPO to the User department		Procurement and Disposal Unit
12.	User department to manage the contract	Form 49	User Department

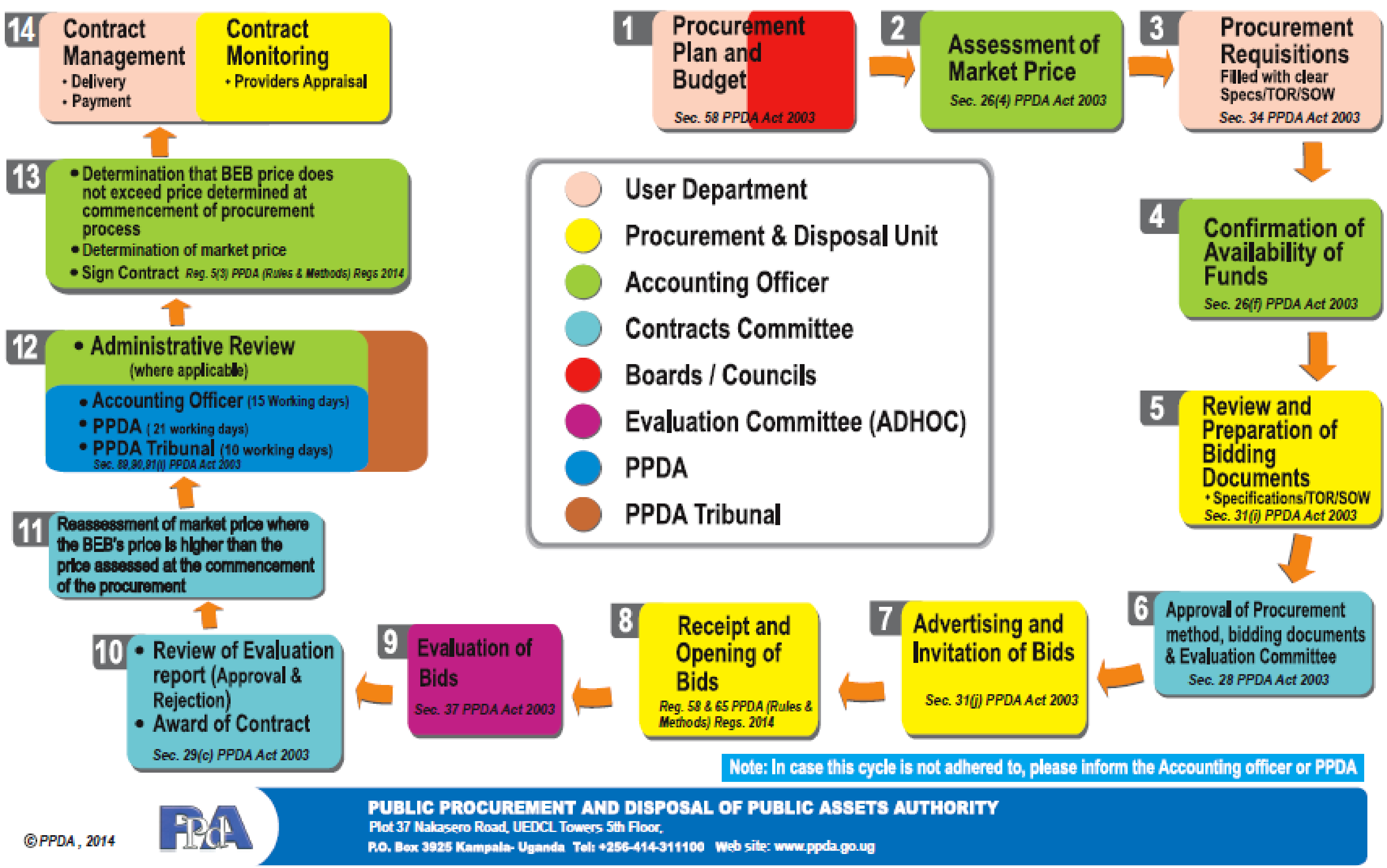
ANNEX 10: Procedural Steps for Quotations Method

S/No.	Procurement Activity	Form to Use	Responsible Person
1.	Assessment of market price	-	Accounting Officer
2.	Initiate procurement requisitions and seek approval from the Accounting Officer and pass completed form to the Procurement and Disposal Unit	Form 5	User Department
3.	Submit to Contracts Committee for approval of method, shortlist of bidders, bid document and Evaluation Committee	Form 5	Procurement and Disposal Unit
4.	issue bidding documents, receive bids, closed bidding and open bids	Form 8, 11 and 12	Procurement and Disposal Unit
5.	Submit bids to Evaluation Committee for evaluation	-	Procurement and Disposal Unit
6.	Evaluate bids and determine the lowest priced responsive bid which will be the best evaluated bid and make recommendation for award	Form 14, 16 or 17	Evaluation Committee
7.	Seek approval of award and draft contract to the Contracts Committee	-	Procurement and Disposal Unit
8.	Issue a notice of best evaluated for five days bid before signing the contract	-	Procurement and Disposal Unit
9.	Reassess and determine market price where best evaluated bidder's price is higher than the price assessed at the commencement of the procurement	-	Accounting Officer
10.	Submit contract document to the Accounting Officer for signing		Procurement and Disposal Unit
11.	Handover copy of signed contracts/LPO to the User department		Procurement and Disposal Unit
12.	User department to manage the contract	Form 49	User Department

ANNEX 11: Procedural Steps for Micro Procurement

S/No.	Procurement Activity	Form to Use	Responsible Person
1.	Assessment of market price	-	Accounting Officer
2.	Initiate procurement requisitions and seek approval from the Accounting Officer and pass completed form to the Procurement and Disposal Unit	Form 5	User Department
3.	Obtain three (3) quotations from bidders on the list of pre-qualified bidders	-	Procurement and Disposal Unit
4.	Compare the three quotations to identify the lowest priced responsive bid	Form 16 – Table 3	Procurement and Disposal Unit
5.	Reassess and determine market price where best evaluated bidder's price is higher than the price assessed at the commencement of the procurement	-	Accounting Officer
6.	Issue an LPO to the best evaluated bidder	-	Procurement and Disposal Unit
7.	Handover copy of signed contracts/LPO to the User department		Procurement and Disposal Unit
8.	User department to manage the contract	-	User Department

ANNEX 12: Roles and Responsibilities in the Procurement Cycle



ANNEX 13: The Disposal Cycle