REPUBLIC OF UGANDA

IFAD
Enabling poor rural people to overcome poverty

MINISTRY OF AGRICULTURE, ANIMAL INDUSTRY AND FISHERIES
NATIONAL OILSEEDS PROJECT (NOSP)

BID NOTICE UNDER NATIONAL COMPETITIVE BIDDING

INVITATION TO BID FOR PROCUREMENT OF MEDICAL INSURANCE SERVICES FOR 38 STAFF AND 5 DEPENDENTS FOR EACH NOSP STAFF FOR PERIOD OF (24) TWENTY-FOUR MONTHS. PROC REF: MAAIF- NOSP/NCONS/26-27/00017

1. The Ministry of Agriculture, Animal Industry and Fisheries under the National Oilseeds Project (NOSP) has allocated/received funds from its budget to be used for the **Procurement of medical insurance services for 38 staff and 5 Dependents for each NOSP staff for period of (24) Twenty-Four Months.**
2. The Entity invites sealed bids from eligible bidders for the provision of the above Non-Consultancy Services.
3. Bidding will be conducted in accordance with the National Competitive Bidding method contained in the Public Procurement and Disposal of Public Assets Act, 2003, and is open to all bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below from **8am-5:00pm.**
5. The Bidding document in English may be downloaded by interested bidders from the website/ link; **https://www.agriculture.go.ug/maaif-calls-for-bids**. Bidders are encouraged to check on the web address / link from time to time in case additional information is communicated or an addendum is issued. Upon downloading the provider is requested to confirm their participation through email address; **procurement@agriculture.go.ug** and **nosp.procurement@agriculture.go.ug.**
6. Bids must be delivered to the **Procurement and Disposal Unit Office, Ministry of Agriculture, Animal Industry and Fisheries, Former Library Premises, Main Office Building, Plot 16-18, Lugard Avenue, Entebbe. Tel: 0414-320981 not later than 11:00am** on **3rd December 2026**. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend at the address above in the planning boardroom at **11:30am** on **3rd December 2026.**
7. There shall not be a pre – bid meeting.
8. The planned procurement schedule is as follows:

ACTIVITY	DATE
a. Publish bid notice	3rd November 2026
b. Pre-bid meeting where applicable	Not Applicable
c. Bid closing date	3rd December 2026
d. Evaluation process	22nd December 2026
e. Display and communication of best evaluated bidder notice	8th January 2027
f. Contract signature	28th February 2027

PERMANENT SECRETARY

UGANDA ELECTRICITY DISTRIBUTION COMPANY LTD
UEDCL
Lighting up your world

JOB OPPORTUNITIES

3 November 2026

The Uganda Electricity Distribution Company Limited (UEDCL), is a limited liability company incorporated in Uganda under the Companies Act. UEDCL owns the 33KV and below voltage electricity distribution networks. The Company sells and distributes electricity in Uganda as per ERA License issued on 31 December 2024 covering over 135 political districts, operates a modern pole plant at Lugogo, and executes key rural electrification schemes on behalf of Government of Uganda.

The Company is seeking to recruit qualified, competent and highly motivated Ugandans for the following roles:

1. **Procurement Manager – Operations**
2. **Internal Auditor - ICT**
3. **Database Administrator**
4. **Internal Auditor – Engineering Services**

Applicants are advised to login into the recruitment portal to view the job description and access the application page.

To apply, please visit ***https://uedclrecruitment.uedcl.co.ug/*** sign up and login. Upload your CV (clearly indicating 3 referees with contacts), cover letter and all copies of academic and other support documents. Only applications received online will be considered.

Address your application to:
The Head of Human Resource and Administration, UEDCLTower, Plot 37 Nakasero Road, Kampala.

Closing Date:
All applications MUST be submitted by, 5:00PM, Sunday, November 15, 2026. Only shortlisted Candidates will be contacted for guidance on the next steps.

0800-285285/0800-385385/0800-203088 (Toll Free) 256 (0) 312330300 | 256414255 600 (Fax)
contact@uedcl.co.ug www.uedcl.co.ug @uedcltd
Uganda Electricity Distribution Company Limited (UEDCL) is regulated by the Electricity Regulatory Authority (ERA)

THE REPUBLIC OF UGANDA

FORM OF INVITATION OF TENDERS

THE UGANDA HEART INSTITUTE INFRASTRUCTURE DEVELOPMENT PROJECT (UHIP)
{CONSTRUCTION AND EQUIPPING UGANDA HEART INSTITUTE PROJECT}

UGANDA HEART INSTITUTE
FOR YOUR HEART YOUR LIFE

UGANDA HEART INSTITUTE

PROCUREMENT OF EQUIPMENT AND FURNITURE

FUNDED BY THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OPEC Fund), THE ARAB BANK FOR ECONOMIC DEVELOPMENT IN AFRICA (BADEA), THE SAUDI FUND FOR DEVELOPMENT (SFD) AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA (GOU).
LOAN Nos: 15103P, 0917, 7/802, 1526

Date: 3rd November 2026
Invitation of Tenders Nos.: As per Tables below

1. The **Government of the Republic of Uganda** has received financing from the OPEC Fund for International Development (OPEC Fund), the Arab Bank for Economic Development in Africa (BADEA) and the Saudi Fund for Development (SFD) (hereinafter called "the Funds") towards the cost of **The Uganda Heart Institute Infrastructure Development Project [Construction and Equipping Uganda Heart Institute Project],** and intends to apply part of the proceeds of this financing to payments under contracts for supply and installation of Equipment and Furniture for the above project.

The scope of services is as described below:

A. INTERNATIONAL COMPETITIVE BIDDING (ICB) for Lot 1 - Medical Equipment

No	. Procurement Reference Number	Lot No.	Bid security Amount (USD)
	Supply, Installation, Testing, User Training and Commissioning of Medical Equipment, Non-Medical Equipment, Medical and Non-medical Furniture and ICT Equipment for Uganda Heart Institute, Naguru	Lot 1: Medical Equipment	
1	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot I: Catheterization Laboratory	55,000
2	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot II: Medical Imaging	115,000
3	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot III: Operating Theatre and Perfusion	60,000
4	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot IV: Critical Care Equipment	100,000
5	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot V: Laboratory and Pharmacy	25,000
6	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot VI: Surgical Instruments	12,000
7	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot VII: Mortuary and Physiotherapy	15,000
8	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot VIII: Medical Gas Infrastructure	125,000
9	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot IX: Pneumatic Transport System and Case works	30,000
10	Procurement Reference Number UHI/ SUPLS-2026-2027/04863	Sub Lot X: Water Treatment and cold rooms	6,000

B. ***OPEN DOMESTIC BIDDING for Lot 2 - Non-Medical Equipment, Medical and Non-medical Furniture and ICT Equipment***

No	Procurement Reference Number	Lot No.	Bid security Amount (USD)
	Supply, Installation, Testing, User Training, Commissioning of Non-Medical Equipment, Furniture and ICT for Uganda heart Institute, Naguru	Lot 2: Non-Medical Equipment, Medical and Non-Medial Furniture and ICT Equipment.	
1	Procurement Reference Number UHI/ SUPLS-2026-2027/04864	Sub Lot I: Central Sterile Service Department and Laundry	13,000
2	Procurement Reference Number UHI/ SUPLS-2026-2027/04864	Sub Lot II: Medical and Hospital Furniture	27,000
3	Procurement Reference Number UHI/ SUPLS-2026-2027/04864	Sub Lot III: Office Furniture	24,000
4	Procurement Reference Number UHI/ SUPLS-2026-2027/04864	Sub Lot IV: ICT Equipment	23,000
5	Procurement Reference Number UHI/ SUPLS-2026-2027/04864	Sub Lot V: Kitchen Equipment	5,000

2. The Entity invites sealed bids from eligible bidders for the provision of the above Goods. Bidders may bid for one or more Sub-Lots. However, each Sub-Lot must be tendered for separately and shall be evaluated independently. Each Sub-Lot shall be awarded as a separate contract.
3. Bidding will be conducted in accordance with International Competitive Bidding methods specified in the Guidelines for the Procurement of Goods and Contracting for the Execution of Works under Development Institutions Members of the Coordination Group Version 2001 for Medical Equipment and the Regulations made under the Act and is open to all bidders **for Lot 1 while for Lot 2** it will be conducted in accordance with Open Domestic Bidding methods contained in the Public Procurement and Disposal of Public Assets Act, Cap 205, and the Regulations made under the Act and is open to all bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 8(a) from 08:30am - 4:30pm.
5. The Bidding documents may be purchased by interested bidders on the submission of a written application to the address below at 8(b) and upon payment of a non-refundable fee of **UGX 500,000 = (Five Hundred thousand shillings only) for each Sub Lot of Lot 1 and UGX 100,000 = (One Hundred thousand shillings only) for each Sub Lot of Lot 2**.
Bidders will pick payment request forms from the Uganda Heart Institute Accounts Department and payment shall be made as per the advice from the Uganda Heart Institute.
6. There shall be a pre - bid meeting at the address below at 8(d)
7. Bids must be delivered to the address below at 8(c) not later than for **Lot 1, 4th /January/2027** while for **Lot 2, 30th/November/2026** at or before 11.30 hours East Africa Standard Time.
All bids must be accompanied by an original Bid Security in form of an Unconditional Bank Guarantee and this must be valid until for **Lot 1, 4/May/2027** while for **Lot 2, 30th / March/2027**
Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 8(d).
Bids will be opened in a session to be held at the office mentioned below at 8 (d) and in the presence of representatives of bidders who wish to attend. This session will occur at 14:30 hours East Africa Standard Time on for **Lot 1, 4/January/2027 while 30th /November/2026** or such other time and date as may be notified to the Bidders.
8. Address details: -

(a) Documents may be inspected at:	Procurement and Disposal Unit Uganda Heart Institute, Block C Level 6 Mulago National Specialized Hospital, P.O. Box 37392, Kampala, Uganda. Tel. No. +256) 417 720 350
(b) Documents will be issued from:	Procurement and Disposal Unit Uganda Heart Institute, Block C Level 6 Mulago National Specialized Hospital, P.O. Box 37392, Kampala, Uganda. Tel. No. +256 417 720 350
(c) Bids must be delivered to:	Uganda Heart Institute, Boardroom on Administration Block, Mulago National Specialized Hospital, P.O. Box 37392, Kampala, Uganda. Tel. No. +256) 417 720 350
(d) Address of bid opening:	Uganda Heart Institute, Board Room Administration Block City: Kampala,-Uganda Date 4th /Jan/2027 Lot 1, Lot 2, 30th /Nov/2026, Time: 14.30 pm (EAT), 14.30 pm (EAT)

10. The planned procurement schedule *(subject to changes)* is as follows:

Activity	Date	
	Lot 1 under ICB	Lot 2 under ODB
a. Publish bid notice/Issue date	3rd November 2026	3rd November 2026
b. pre-bid meeting where applicable	24th November 2026	12th November 2026
c. Bid closing date	4th January 2027	30th November 2026
d. Evaluation process	14th January 2027	10th / December 2026
e. Display and communication of best evaluated bidder notice	28th January 2027	22nd December 2026
f. Contract signature	After expiry of display of the Best Evaluated Bidder Notices and Solicitor General's approval.	

Dr. Omagino O. O. John
EXECUTIVE DIRECTOR

Republic of Uganda

Bidding Document

for the

Procurement of Non-Consultancy Services

NATIONAL COMPETITIVE BIDDING

Subject of Procurement: Procurement of medical insurance services for 38 staff and 5 Dependents for each NOSP staff for period of (24) Twenty-Four Months.

Procurement Reference Number: MAAIF-NOSP/NCONS/26-27/00017

Date of Issue: November, 2026

PREFACE

1. This Standard Bidding Document (SBD) document has been prepared by the Public Procurement and Disposal of Public Assets Authority (PPDA) for use by Procuring and Disposing Entities (PDEs) for the procurement of Non-Consultancy Services. The procedures and practices presented in this SBD have been developed to reflect the requirements of the Public Procurement and Disposal of Assets Act, 2003, the Public Procurement and Disposal of Public Assets Regulations, 2014 and best international procurement practices.

2. This SBD for the Procurement of Non-Consultancy Services is suitable for use under the Open (International or Domestic) Bidding procurement method with or without pre-qualification. It is also suitable for the Restricted (International or Domestic) Bidding procurement method. The SBD may also be used for procurement under the Direct Procurement method with appropriate modifications to the document.

3. This SBD is suitable for lump-sum contracts where the services are pre-defined and the period of the services are fixed to enable a total lump sum amount to be calculated representing the total amount under the contract. Thus time based contracts would not normally be applicable to non-consultancy services. The User Guide to this SBD further explains the circumstances in which this SBD for non-consultancy services is most appropriate.

4. The preferred evaluation methodology for procurement of non-consultancy services is Technical Compliance Selection (TCS) as described in the PPDA Regulations, and further elaborated in the User Guide to this SBD.

5. Before using this SBD, the user should be familiar with the PPDA Act and Regulations and should read the User Guide to this SBD which has been prepared to provide guidance to public officials in the correct use of the Standard Bidding Document (SBD) for Non-Consultancy Services as a model for preparing an individual Bidding Document.

   PPDA welcomes any feedback or comments from the users of this SBD which will assist in improving this document.

The Executive Director,
Public Procurement and Disposal of Public Assets Authority
P.O. Box 3925,
KAMPALA.
www.ppda.go.ug
info@ppda.go.ug

Standard Bidding Document

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Standard Invitation to Bidders

BID NOTICE UNDER NATIONAL COMPETITIVE BIDDING



Republic of Uganda

IFAD
Enabling poor rural people to overcome poverty

MINISTRY OF AGRICULTURE, ANIMAL INDUSTRY AND FISHERIES
P. O BOX 102, ENTEBBE, UGANDA
E-MAIL: *ps@agriculture.go.ug*
WEBSITE: *www.agriculture.go.ug*
TELEPHONE: +256 414 323 990/320 004
FAX: 256-041-321047, 256-041-321010

03rd November 2026

Dear Bidders,

INVITATION TO BID FOR PROCUREMENT OF MEDICAL INSURANCE SERVICES FOR 38 STAFF AND 5 DEPENDENTS FOR EACH NOSP STAFF FOR PERIOD OF (24) TWENTY-FOUR MONTHS. Proc Ref: MAAIF- NOSP/NCONS/26-27/00017

1. The Ministry of Agriculture, Animal Industry and Fisheries under the National Oil Seed Project (NOSP) has allocated/received funds from its budget to be used for the **Procurement of medical insurance services for 38 staff and 5 Dependents for each NOSP staff for period of (24) Twenty-Four Months.**

2. The Entity invites sealed bids from eligible bidders for the provision of the above Non-Consultancy Services.

3. Bidding will be conducted in accordance with the National Competitive Bidding method contained in the Public Procurement and Disposal of Public Assets Act, 2003, and is open to all bidders.

4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 8(a) from **8am-5:00pm.**

5. The Bidding document in English may be downloaded by interested bidders from the website/ link; https://www.agriculture.go.ug/maaif-calls-for-bids. Bidders are encouraged to check on the web address / link from time to time in case additional information is communicated or an addendum is issued. Upon downloading the provider is requested to confirm their participation through email address; procurement@agriculture.go.ug and nosp.procurement@agriculture.go.ug.

6. Bids must be delivered to the **11:00am on 3rd December 2026**. A. Late bids shall be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend at the address below at 8(a) at **11:00am on 3rd December 2026.**

7. There shall not be a pre – bid meeting.

8. The planned procurement schedule is as follows:

Activity	Date
a. Publish bid notice	2nd November 2026
b. Pre-bid meeting where applicable	Not Applicable
c. Bid closing date	3rd December 2026
d. Evaluation process	22nd December 2026
e. Display and communication of best evaluated bidder notice	8th January 2027
f. Contract signature	28th February 2027



Penelope Kameri

Procurement and Contracts Manager

Section 1. Instructions to Bidders

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Section 1. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Procuring and Disposing Entity indicated in the Bid Data Sheet (BDS), invites bids for the provision of the Services specified in Section 6, Statement of Requirements to commence on the date indicated on the BDS.

1.2 The Instructions to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and inputs to be provided by the Procuring and Disposing Entity are provided in the SCC.

1.3 Throughout this Bidding Document:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa; and

(c) "day" means working day,

1.4 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act 2003 and the Public Procurement and Disposal of Public Assets Regulations, 2014.

2. Source of Funds

2.1 The Procuring and Disposing Entity has an approved budget from Government funds towards the cost of the procurement. The Procuring and Disposing Entity intends to use these funds to place a contract for which this Bidding Document is issued.

2.2 Payments will be made directly by the Procuring and Disposing Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring and Disposing Entity.

3. Corrupt Practices

3.1 It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Bidders and Providers, observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, the Government of Uganda represented by the Public Procurement and Disposal of Public Assets Authority (herein referred to as the Authority);

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;

(c) will suspend a Provider from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Provider has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring and Disposing Entity may terminate a contract or be ordered by the Public Procurement and Disposal of Public Assets Appeals Tribunal to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Bidder or Provider during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda requires representatives of both Procuring and Disposing Entities and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.

3.5 In pursuit of the policy defined in Sub-clause 3.1, the Government of Uganda may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Authority, where the provider is debarred from the procurement processes of an international agency of which Uganda is a member.

3.6 Any communications between a Bidder and the Procuring and Disposing Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Accounting Officer of the Procuring and Disposing Entity.

4. Eligible Bidders

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

(a) the bidder has the legal capacity to enter into a contract;

(b) the bidder is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the bidder's business activities have not been suspended;

(d) the bidder is not the subject of legal proceedings for any of the circumstances in

(b); and

(e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB Sub-Clause 4.6, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4.3 A Bidder, and all parties constituting the Bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.

4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring and Disposing Entity regarding this bidding process; or

(e) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously.

4.5 A firm that is under a declaration of suspension by the Authority, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

5. Qualification of the Bidder

5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and

submit:

(a) the Qualification Form provided in Section 4, Bidding Forms; and

(b) the information and documents stated in Section 3, Evaluation Methodology and Criteria.

5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

5.3 In the event that pre-qualification of potential Bidders has been undertaken, only bids from pre-qualified Bidders will be considered for award of Contract. These qualified Bidders should submit with their bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in the Qualification Form.

B. Bidding Document

6. Contents of Bidding Document

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section 1. Instructions to Bidders
- Section 2. Bid Data Sheet
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Non-Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2 The Bid Notice, Pre-qualification Notice or letter of invitation is not part of the Bidding Document.

6.3 Bidders who did not obtain the Bidding Document directly from the Procuring and Disposing Entity will be rejected during evaluation. Where Bidding Document are obtained from the Procuring and Disposing Entity on a Bidder's behalf, the Bidder's name must be registered with the Procuring and Disposing Entity at the time of sale and issue.

6.4 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring and Disposing Entity in writing at the Procuring and Disposing Entity's address indicated in the BDS. The Procuring and Disposing Entity will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The Procuring and Disposing Entity shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Procuring and Disposing Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Procuring and Disposing Entity may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring and Disposing Entity.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to the Procuring and Disposing Entity, and the Procuring and Disposing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.

10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring and Disposing Entity, shall be written in English unless otherwise specified in the BDS.

10.3 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITB Sub-Clause 10.2, in which case, for purposes of interpretation of the bid, such translation shall govern.

11. Preparation of Bids

11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage one envelope).

11.2 A pre-bid meeting will be held where indicated in the BDS. Attendance at the pre-bid meeting is optional.

12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

(a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15;

(b) a Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 19;

(c) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(f) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and

(g) any other document(s) required in the BDS.

13. Bid Submission Sheet and price schedules

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

(a) the Procurement Reference Number of the Bidding Document and the number of each addenda received;

(b) a brief description of the Services offered;

(c) the total bid price;

(d) any discounts offered and the methodology for their application;

(e) the period of validity of the bid ;

(f) a commitment to submit any Performance Security required and the amount;

(g) a declaration that the Bidder is eligible to participate in public procurement;

(h) a declaration of nationality of the Bidder and of any eligibility for a margin of preference;

(h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;

(i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process;

(j) confirmation that the Bidder has not been suspended by the Authority;

(k) a declaration on commissions and gratuities; and

(l) an authorised signature.

13.2 The Bidder shall submit the Price Schedule for Services, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

(a) a brief description of the Services to be performed;

(b) the unit prices where applicable;

(c) local taxes paid or payable in Uganda;

(d) the total price per line item;

(e) subtotals and totals per Price Schedule; and

(f) an authorised signature.

14. Bid Prices and Discounts

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

14.2 The Bidder shall quote any unconditional and conditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(d).

14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31.

15. Currencies of Bid

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

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the Qualifications of the Bidder

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

17.2 Bidders with a current registration with the Authority are not required to submit:

(a) a copy of the bidder's current trading licence or equivalent;

(b) a copy of the bidder's certificate of registration or equivalent.

But should include details of their Authority registration number in the bid submission sheet.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by the Procuring and Disposing Entity as non-compliant.

18.2 The Procuring and Disposing Entity will make its best effort to complete the procurement process within this period.

18.3 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring

and Disposing Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security or Bid Securing Declaration is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security or being liable for suspension in case of a Bid Securing Declaration. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security or Bid Securing Declaration

19.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

19.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of Uganda or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee, or Bank draft or Cashier's Check from a banking institution;

(b) be issued by a reputable financial institution selected by the bidder from an eligible country. If the institution issuing the security is located outside the Uganda, it shall have a correspondent financial institution located in Uganda to make it enforceable;

(c) be substantially in accordance with one of the forms of Bid Security included in Section 4, Bidding Forms;

(d) be payable promptly upon written demand by the Procuring and Disposing Entity in case the conditions listed in ITB Clause 19.6are invoked;

(e) be submitted in its original form - copies will not be accepted.

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

19.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring and Disposing Entity as non-compliant.

19.5 The Bid Security or Bid Securing Declaration of all Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and provided the required Performance Security where applicable or upon request by the unsuccessful bidder after publication of the notice of best evaluated bidder.

19.6 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 18.3; or

If the successful Bidder fails to:

(a) sign the Contract in accordance with ITB Clause 39;

(b) furnish any Performance Security in accordance with ITB Clause 41; or

(c) accept the correction of its bid price pursuant to ITB Sub-Clause 29.5.

The Bid Security may be forfeited or Bid Securing Declaration executed.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

D Submission and Opening of Bids

21. Sealing and Marking of Bids

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

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Procuring and Disposing Entity in accordance with ITB Sub-Clause 22.1;

(c) bear the Procurement Reference number of this bidding process; and

(d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Procuring and Disposing Entity at the address and no later than the date and time indicated in the BDS.

22.2 The Procuring and Disposing Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring and Disposing Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Procuring and Disposing Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Procuring and Disposing Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal and Replacement of Bids

24.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 20.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and

(b) received by the Procuring and Disposing Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.

24.3 No bid may be withdrawn or replaced in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

25. Bid Opening

25.1 The Procuring and Disposing Entity shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

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

25.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.

25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a Bid Security or Bid Securing Declaration, if required the total bid price and any discounts; and any other details as the Procuring and Disposing Entity may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.

25.5 Only envelopes that are opened and read out at the bid opening shall be considered further.

25.6 The Procuring and Disposing Entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or

replacement, the bid price and the presence or absence of a Bid Security, where required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders upon payment of a fee and displayed on the Procuring and Disposing Entity's Notice Board within one working day from the date of the bid Opening.

E. Evaluation of Bids

26. Confidentiality

26.1 A procuring and disposing entity shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-

(a) solicitation documents, before the solicitation documents are officially issued;

(b) the examination, clarification, evaluation and comparison of bids before the best evaluated bidder notice is displayed on the procurement and disposal notice board of the procuring and disposing entity.

26.2 Any effort by a Bidder to influence the Procuring and Disposing Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring and Disposing Entity on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring and Disposing Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring and Disposing Entity shall not be considered. The Procuring and Disposing Entity's request for clarification and the response shall be in writing. The request for clarification shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring and Disposing Entity in the evaluation of the financial bids, in accordance with ITB Clause 29.4.

28. Compliance and Responsiveness of Bids

28.1 The Procuring and Disposing Entity's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;

(b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of the procuring and disposing entity or the obligations of the bidder under the contract;

(c) if corrected would unfairly affect the competitive position of the other bidders whose

bids are administratively compliant and responsive; or

(d) impacts the key factors of a procurement including cost, risk, time and quality and causes -

(i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;

(ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or

(iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by the Procuring and Disposing Entity and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

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

29.2 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

29.3 Provided that a bid is substantially compliant and responsive, the Procuring and Disposing Entity shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.

29.4 Provided that the bid is substantially compliant and responsive, the Procuring and Disposing Entity shall correct arithmetic errors on the following basis:

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected and its Bid Security may be forfeited or Bid Securing

Declaration executed.

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

30.1 The Procuring and Disposing Entity shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.

30.2 If after the examination of eligibility, the Procuring and Disposing Entity determines that the Bidder is not eligible, it shall reject the bid.

30.3 The Procuring and Disposing Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 The Procuring and Disposing Entity shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

(a) the Bid Submission Sheet, including:

(i) a brief description of the Services offered;

(ii) the price of the bid; and

(iii) the validity date of the bid;

(b) the Price Schedule;

(c) written confirmation of authorisation to commit the Bidder;

(d) a Bid Security or Bid Securing Declaration, if applicable; and

(e) samples as may be required

31. Detailed Commercial and Technical Evaluation

31.1 The Procuring and Disposing Entity shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, the Procuring and Disposing Entity determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the Procuring and Disposing Entity shall convert all bid prices expressed in amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

33. Margin of Preference

33.1 Unless otherwise specified in the BDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

33.2 For the purpose of granting a margin of domestic preference, bids will be classified in

one of three groups, as follows:

(a) Group A: bids from providers incorporated or registered in Uganda where more than fifty percent of the bidder's capital is owned by Ugandan citizens or by the Government or a procuring and disposing entity of Uganda;

(b) Group B: bids from joint ventures or associations registered in Uganda and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the joint venture or association; and

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

33.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide documentary evidence of their eligibility in accordance with paragraphs 33.2 (a) or (b) above.

34. Financial Comparison of Bids

34.1 The Procuring and Disposing Entity shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

34.2 To financially evaluate a bid, the Procuring and Disposing Entity shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

34.3 To financially compare bids, the Procuring and Disposing Entity shall:

(a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;

(b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;

(c) apply any unconditional discounts offered in accordance with ITB Sub-Clause 13.1(d);

(d) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;

(e) convert all bids to a single currency in accordance with ITB Clause 32;

(f) apply any margin of preference in accordance with ITB Clause 33; and

(g) determine the total evaluated price of each bid.

35. Determination of Best Evaluated Bid(s)

35.1 The Procuring and Disposing Entity shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria.

36. Post-qualification of the Bidder

36.1 The Procuring and Disposing Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.

36.2 The determination shall be based upon an examination of the documentary evidence of

the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 5, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualifications.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring and Disposing Entity shall proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

36.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

F. Award of Contract

37. Award Procedure

37.1 The Procuring Entity shall issue a Notice of Best Evaluated Bidder within five (5) days after the decision of the contracts committee to award a contract, place such a Notice on its notice board for a prescribed period, copy the Notice to all Bidders and to the Authority for publication on its website.

37.2 No contract shall be signed for a period of at least ten (10) working days after the date of display of the Best Evaluated Bidder.

37.3 The Procuring and Disposing Entity shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

37.4 Negotiations will only be held in exceptional circumstances as provided for under the PPDA Act.

38. The Procuring and Disposing Entity's Right to Accept or Reject Any or All Bids

38.1 The Procuring and Disposing Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature and issue by the Procuring and Disposing Entity, without thereby incurring any liability to Bidders.

39. Signing and Effectiveness of Contract

39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder, and upon approval of the Attorney General where applicable, the Procuring and Disposing Entity shall sign a contract with the successful Bidder.

39.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.

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

40. Debriefing

40.1 Where a bidder information on the reasons for the success of failure of their bid, the

Procuring and Disposing Entity shall promptly give the Bidder a written debrief after the signing of the contract.

41. Performance Security

41.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to the Procuring and Disposing Entity a Performance Security in the amount stipulated in the SCC and in the form of on demand Bank Guarantee as stipulated in Section 9, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in Section 9 (contract forms) can be accepted.

41.2 Failure of the successful Bidder to submit the above-mentioned 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 in accordance with ITB Clause 39.2, the successful Bidder's Bid Security may be forfeited or the Bidder may be suspended by the Authority from participating in Government of Uganda public procurement and disposal processes under the terms of its Bid Securing Declaration. In that event, the Procuring and Disposing Entity may award the Contract to the next best evaluated Bidder.

42. Advance Payment and Security

42.1 If so stated in the BDS, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the BDS. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the GCC. 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 format included in Section 9 (contract forms) can be accepted.

43. Administrative Review

42.1 Bidders may seek an Administrative Review by the Accounting Officer in accordance with the Public Procurement and Disposal of Assets Act, 2003 if they are aggrieved with the decision of the Procuring and Disposing Entity.

Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring and Disposing Entity is: **Ministry of Agriculture Animal Industry and Fishers for the National Oil Seed Project (NOSP)**
ITB 1.1	**Commencement:** The assignment is expected to commence on: **Immediately or effectiveness of approval of the policy**
ITB 1.2	**Subject:** The subject of the procurement is: **Provision of medical insurance services for 38 staff and 5 Dependents for each NOSP staff for period of (24) Twenty-Four Months.**
ITB 1.2	**Reference:** The Procurement Reference Number is: **MAAIF-NOSP/NCONS/26-27/00017**
B. Bidding Document	
ITB 7.1	**Clarification:** For clarification purposes only the Procuring and Disposing Entity's address is: Attention: **Procurement & Disposal Unit** **National Oil Seeds Project (NOSP)** Street Address: Plot 16 – 18, Lugard Avenue. Floor/Room number: Town/City: Entebbe Postal Code. P.O Box No: 102, Entebbe Country: Uganda Telephone: 0414 320004 Email: procurement@agriculture.go.ug The Procuring and Disposing Entity will respond to any request for clarification provided that such request is received no later than: **20th November 2026 at 4pm**
C. Preparation of Bids	
ITB 10.1	**Medium:** The medium of communication shall be in writing.
ITB 10.2	**Language:** The language for the bid is English.
ITB 11.2	**Pre-bid meeting:** A pre-bid meeting **shall not** be held.
ITB 12.1(f)	**Additional bid information:** None
ITB 14.3	**Prices:** The prices quoted by the Bidder shall be: **FIXED**
ITB 15.1	**Currency:** The currency of the bid shall be: Uganda Shillings.

Instructions to Bidders Reference	Data relevant to the ITB
ITB 18.1	**Validity Period:** Bids shall be valid until **120 Working days from the bid submission deadline.**
ITB 19.1	A Bid Securing Declaration **shall be** required **(up to 28 days beyond bid validity, valid until 30th June 2027)**
ITB 19.3	Bid Security **shall not** be required.
ITB 20.1	**Number of Copies:** In addition to the Original of the Bid, the number of copies required is: **3 copies making a total of 4 (four).**
D. Submission and Opening of Bids	
ITB 22.1	**Bid Submission:** For bid submission purposes only, the Procuring and Disposing Entity's address is: **The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries**. Attention: **The Procurement and Contracts Manager-NOSP** Street Address: **Plot 16-18, Lugard Avenue - Entebbe** Floor/Room number: **Procurement and Disposal Unit Office** Town/City: **Entebbe** P. O. Box No: **102, Entebb*e*** Country: **Uganda** Telephone: **+256 414 320343** Electronic mail address: **procurement@agriculture.go.ug** Date: **3rd December 2026 Time (local time): 11:00am**
ITB 25.1	**Bid Opening:** The bid opening shall take place at: Street Address: **Plot 16-18, Lugard Avenue - Entebbe** Floor/Room number: **Procurement and Disposal Unit Office** Town/City: **Entebbe, MAAIF Planning Boardroom** P. O. Box No: **102, Entebb*e*** Country: **Uganda** Date: **3rd December 2026Time (local time): 11: 30 am**
E. Evaluation of Bids	
ITB 32.1	The source of exchange rate shall be: **N/A** The date for the exchange rate shall be: **N/A**
ITB 33.1	A margin of preference **shall not** apply. If a margin of preference applies, the application methodology shall be as

Instructions to Bidders Reference	Data relevant to the ITB
	stated in Section 3 Evaluation Methodology and Criteria.
ITB 33.3	The Bidder shall submit with its bid the following documents to evidence that they qualify for a margin of preference: **N/A** 1.Proof of being a National Provider or a Resident Provider 2.Identity cards for the Directors
F. Award of Contract	
	The Advance Payment shall not apply

Section 3. Evaluation Methodology and Criteria

Procurement Reference Number: MAAIF-NOSP/NCONS/26-27/00017

A Evaluation Methodology

1. Methodology Used

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

2. Summary of Methodology

2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;

(b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and

(c) a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

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

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for eligible Bidders in accordance with ITB Clause 4.

3.2 The documentation required to provide evidence of eligibility shall be: -

(a) a current certificate of registration issued by the Authority for bidders currently registered with the Authority or a copy of the Bidder's Valid Trading licence or equivalent and a copy of the Bidder's Certificate of Registration or equivalent for bidders not currently registered with the Authority;

(b) a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;

(c) At least 3 previous assignments for provision of medical insurance services to an organisation, a governmental parastatal or reputable

company.

(d) Certified Powers of attorney

(e) A valid copy of the Bidder's income tax clearance certificate or equivalent for financial year 2025/2026 or a valid transactional tax clearance that is addressed to the Ministry of Agriculture, Animal Industry and Fisheries

(f) Possession of an IRA (Insurance Regulatory Authority)

4. Administrative Compliance Criteria

4.1 The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 30.3 and 30.4.

C Detailed Evaluation Criteria

5. Commercial Criteria

5.1 The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:

(a) acceptance of the conditions of the proposed contract;

(b) A minimum of Ugx 5bn in total assets

(c) Proof of re-insurance with a company recognised by IRA. Copies of the treaties must be attached

(d) List of accredited medical centres spread in all regions of the country

6. Technical Criteria

6.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

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

D Financial Comparison Criteria

6. Costs to be included in Bid Price

6.1 The financial comparison shall be conducted in accordance with ITB Clause 34. The costs to be included in the bid price bid are:

(a) the unit and total rates in the Price Schedule;

(b) taxes, duties and levies;

7. Margin of Preference

7.1 If the BDS specifies the application of a margin of preference for the purpose of bid comparison, the following procedures will apply:

7.2 The Procuring and Disposing Entity will first review the bids to confirm the appropriateness of the classification, and to identify the bid group classification of each based upon bidders' declarations in the Bid Submission Sheet and supporting evidence.

7.3 The Procuring and Disposing Entity will then add the following margins to the evaluated bid price, as determined in accordance with paragraph 6.1 above, for the purpose of further comparison only:

(a) seven (7) percent of the bid price to all bids in Group C;

(b) four (4) percent of the bid price to all bids in Group B.

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

8. Determination of Best Evaluated Bid or Bids

8.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

E Post-qualification

The Procuring and Disposing Entity shall undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

In particular this will include;

(a) Confirmation of performance from previous clients (Please fill the Qualification form on Page 34 (Under Section 4-Bidding Forms) appropriately.

Post qualification Criteria
(a) Financial Capability
An average annual turnover for the last immediate three (3) years (2025, 2024, and 2023) of not less than; **Ugx**: **900,000,000 /= (Uganda Shillings: Nine Hundred Million only)**. This should be evidenced by certified audited books of accounts.
(b) Experience and Technical Capacity
The Bidder should have experience of at least three (3) Similar Contracts executed over the past three years (2025, 2024, and 2023). Evidence should be in form of Contracts backed up by Delivery Notes or Recommendation letters from previous clients
C**) Lines of Credit**
The Supplier should submit lines of Credit from a Recognized Bank that is able to offer credit of not less than **Ugx: 500,000,000/= (Uganda Shillings: Five Hundred Million)**

Section 4. Bidding Forms

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Standard Bid Forms

1. Bid Submission Sheet 30
4. Price Schedule 36
5 Qualification Form 37

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its bid]

1. Bid Submission Sheet

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

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

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

We, the undersigned, declare that:

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

(b) We offer to provide the services in conformity with the Bidding Document for the [*insert a brief description of the Services*];

(c) The total price of our Bid is: [insert the total bid price in words and figures, indicating the amounts and currency]; This amount is exclusive of local taxes which we have estimated at [insert amount in words and figures];

(d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;

(e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;

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

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

(h) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*

(i) We are eligible for a Margin of Preference in accordance with ITB Clause 33 and are eligible for inclusion in *[insert Group A or Group B as appropriate]* and enclose documentary evidence of our eligibility;

[or]

We are not eligible for a Margin of Preference in accordance with ITB Clause 33;

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

(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*];

Name and address of Recipient	Purpose/Reason	Currency and Amount

[If none has been paid or is to be paid, indicate "none"]

(l) We are not participating, as Bidders, in more than one bid in this bidding process;

(m) We, including any subcontractors, do not have any conflict of interest as detailed in ITB Clause 4.4;

(n) We, our affiliates or subsidiaries—including any subcontractors or Providers for any part of the contract—have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;

(o) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

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

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

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

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

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

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

(Under Section 93 of the Public Procurement and Disposal of Public Assets Act, 2003)

1. Ethical Principles

Bidders and providers shall at all times-

(a) maintain integrity and independence in their professional judgement and conduct;

(b) comply with both the letter and the spirit of-

i. the laws of Uganda; and

ii. any contract awarded.

(c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

(a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;

(b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring and disposing entity. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

(1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.

(2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring and disposing entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

(1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.

(2)Bidders and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Bidders and providers shall not-

(a) collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;

(b) enter into business arrangements that might prevent the effective operation of fair competition;

(c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

(d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;

(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE; and

(f) withholding information from the PDE during contract execution to the detriment of the PDE.

I ..... agree to comply with the above code of ethical conduct in business.

----------	**----------**
AUTHORISED SIGNATORY	**NAME OF BIDDER/PROVIDER**

Template: Beneficial Ownership Declaration Form

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

Company Identification	
Full legal name of the Bidder (Company or Joint Venture)	
Physical / Contact address	
Name(s) of Beneficial Owner(s) of the Company/ Joint Venture Companies/ Consortiums etc.	Name(s):
	1.
	2.
	3.

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

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

Attestation

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

[Name] _____ **[Position]_____**

[Signature]_____

Beneficial Ownership Definition

"Beneficial owner" means "the natural person who ultimately owns or *controls a legal person or arrangement* or *the natural person on whose behalf a transaction is conducted, and includes those natural persons who exercise ultimate effective* control *a legal person or arrangement directly or indirectly."*

[Use Bidder's Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

3. Bid-Securing Declaration

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

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

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we may be suspended for three years by the Authority from being eligible for bidding in any contract with the Government of Uganda, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our bid during the period of bid validity specified by us in the Bid Submission Sheet or
(b) having been notified of the acceptance of our bid by the Procuring and Disposing Entity during the period of bid validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 41; or (iii) fail or refuse to accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITB Clause 29;

3. We understand this Bid Securing Declaration shall remain valid and including *[insert date in accordance with ITB Clause 19.3]*

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

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

4. Price Schedule

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

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

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

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

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

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

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

Duly authorised to

sign the bid for

and on behalf of: *[insert complete name of Bidder]*

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

[This Qualification Form should be submitted for the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.
The information will be used for purposes of post-qualification or for verification of pre-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary.
Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

5. Qualification Form

Name of Bidder:	

1. The work performed providing Services of a similar nature and value over recent years is: *[List also details of Services under way or committed, including expected completion date.]*

No	**Name of Client and Contact Person**	**Type of Work Performed**	**Duration and Dates of Contract**	**Value of contract**

2. The major items of equipment proposed for carrying out the Services are:

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

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

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

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

5. Additional qualification information is attached, as required.

We, the undersigned, declare that

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

or *[delete statement which does not apply]*

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

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

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

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

Duly authorised to sign the Qualification Form

for and on behalf of: *[insert complete name of Bidder]*

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



Standard Procurement Documents



Self-Certification Form – Bidding Stage

1st Edition

December 2020

This form should be added as an additional bidding form when national bidding documents are used. The use of this self-certification form is mandatory for all procurements carried out in IFAD-financed or managed projects and they are included in IFAD's standard bidding documents.

Form *MAAIF-NOSP/NCONS/26-27/00017*: Self-Certification Form

Preamble:

In accordance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions. [1]

Self-Certification Form

This self-certification form is to be completed by the bidder. The bidder shall submit the completed form together with the bid/proposal to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of bidder:	
Full legal name of bidders legal representative and position:	
Procurement title:	
Procurement reference:	
Date:	

I hereby certify that I am the authorized representative of *[name of the bidder]*, as well as that the information provided above is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may result in sanctions and remedies, including the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including the **IFAD Policy on Preventing**

[1] The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

Fraud and Corruption in its Activities and Operations (accessible at www.ifad.org/anticorruption_policy) and the **IFAD Policy on Preventing and**

Responding to Sexual Harassment, Sexual Exploitation and Abuse (accessible at https://www.ifad.org/en/document-detail/asset/40738506).

Authorized Signature: _____ Date: _____

Printed Name of Signatory:_____

- ❑ The bidder certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the present procurement process.

- ❑ The bidder declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[2] and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to bidder)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

- ❑ The bidder certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in acts of sexual harassment, sexual exploitation and abuse in connection with the present procurement process and this contract.

- ❑ The bidder certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners are NOT subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in acts of sexual harassment, sexual exploitation and abuse.

- ❑ The bidder certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

  - ❑ Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;

  - ❑ Do not have any actual or potential, and do not reasonably appear to have, the same legal representative as another bidder for purposes of this bid or execution of the contract;

[2] The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American

- ❑ Do not have any actual or potential, and do not reasonably appear to have, a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

- ❑ Do not participate and do not potentially or reasonably appear to participate in more than one bid/proposal in this process; and

- ❑ Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel , the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

- ❑ *[To be completed only if the previous boxes were not checked]*
  The bidder declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

  [provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

❑ The bidder certifies that **NO** gratuities, fees, commissions, gifts or anything else of value have been paid or exchanged or are to be paid or exchanged with respect to the present bidding process.

OR

❑ *[To be completed only if previous box was not checked]*
The bidder declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present bidding process:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

[Name of Recipient/Address/Date/Reason/Amount]

Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The bidder should print out, date, and attach the results page(s) to the self-certification form.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the bidder itself are ineligible for contracts of the World Bank on the grounds of "cross-debarment", the bidder should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the bidder believes the finding is a "false positive".

Part 1: Section 5: ELIGIBILITY

Procurement Reference Number: MAAIF-NOSP/NCONS/26-27/00017

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country, provided that the Government of Uganda is satisfied that such exclusion does not preclude effective competition for the provision of services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Services from that country or any payments to persons or entities in that country.

Section 6. Statement of Requirements

Procurement Reference Number: MAAIF-NOSP/NCONS/26-27/00017

TERMS OF REFFERENCE FOR THE PROVISION OF MEDICAL INSURANCE COVER FOR THIRTY-SEVEN (39) STAFF OF NOSP THEIR AND 5 DEPENDANTS (234) BENEFICIARIES) FOR A PERIOD OF 24 MONTHS.

1.0: Introduction

IFAD has approved funds for the acquisition of a medical insurance scheme for NOSP staff. The objective of the scheme is to ensure the provision of health service to all staff and their dependents (limited to 5 persons). Accordingly, the medical insurance services provider is to be procured to cover 234 members. NOSP is therefore seeking services of a competent Medical Insurance Provider

2.0: Area of coverage

The Health Insurance Service Provider shall cover members within Uganda, India and South Africa including the East Africa Community states.

3.0 Service Providers

The Health Insurance Service Provider should provide a comprehensive list of competent and accredited health centres in Uganda that are over and above the provider's own facilities for purposes of providing choice, ease of access and specialized services to NOSP staff.

- List of hospitals by region
- Regional referral hospitals
- Specialist hospitals
- 24-hour facilities
- Provider network in all regions where NOSP operates

4.0: Objectives of the Scheme

The main objective of the scheme is to provide a medical insurance cover to NOSP staff and 5 (five) dependents to each staff and to ensure access to quality medical benefits. The scheme will be available to all staff equally**.**

5.0: Specific Objectives

In specific terms the Scheme should be able to cater for investigations / tests, medical treatment including surgery, hospitalization, evacuation of a patient

including in and outside Uganda, dental and optical medical services, embalmment and mortuary services.

5.0 Medical insurance benefits required from the potential provider/s

The scheme shall ensure its members enjoy medical insurance benefits which include but not limited to the following;

- Routine out-patient treatment
- Hospitalization
- Emergency evacuation (within East Africa)
- Chronic care management
- HIV/AIDS Management
- COVID-19 Treatment and Management
- Elective and emergency surgery
- Pre-existing conditions
- Dental care and treatment
- Office and Home visits
- Emergency out-patient and in-patient services
- Ophthalmic treatment
- ENT management
- Orthopaedic services
- Maternity healthcare
- Physiotherapy
- Pharmaceutical Services and
- Counselling and Psycho-social support services
- Referrals to specialized doctors and hospitals
- Embalmment and mortuary services. Last expense benefit payable upon death of a principal member or dependent.

Benefit	Recommended Minimum
Inpatient	UGX 30M - 100M per Person
Outpatient	UGX 3M - 10M per person
Maternity	UGX 3M - 5M
Dental	UGX 1M - 1.5M
Optical	UGX 1M - 1.5M
Last Expense	UGX 2M - 5M
Chronic Care	Inclusive within overall cover
Evacuation	Full cover

5.1: Routine out-patient treatment

The members shall be entitled to out-patient treatment at any of the service provider accredited health facilities on production of valid proof of membership. Amongst the services under this category are;

- Consultations with general practitioners and specialists
- Prescribed laboratory tests and other investigative procedures including but not limited to; X-rays, Tomography, CT scans, Ultra Sound Scan and MRI
- Drugs prescribed by a medical practitioner
- Treatment, dressing, or diagnostic testing
- Referrals to specialist Doctors and Hospitals
- Out-patient surgery
- Routine gynaecological treatment
- Family planning advice and procedures
- Immunizations and vaccination of children
- Diagnosis and treatment of STD's
- Health Education
- Road ambulance or air evacuation services for medical emergencies arising out of illness or accident
- Well-being clinic e.g. pap smear, cervical cancer and prostate cancer testing, etc
- Ophthalmologic and optical healthcare

- Dental check-ups, root canalling, fillings, oral diseases and extractions, provision of dentures amongst others
- Routine general medical check-ups.
- Hospital Accommodation Charges.
- ICU/HDU and Theatre charges.
- Prescribed Drugs/Medicines, Dressings and Internal Surgical appliances;
- Pathology (Diagnostic Lab Tests), X-ray, Ultrasound, ECG, Computerized
- Tomography, MRI Scans.
- Inpatient and Day Care Radiotherapy and Chemotherapy.
- Prescribed In-patient & Outpatient Physiotherapy.
- Day care surgery.
- Hospital accommodation for accompanying parent and/or guardian for
- Option of Overseas Referral (Kenya, India, South Africa)
- Routine Outpatient Dental services (excluding dentures, braces, crowns and bridges).

12. Outpatient Optical Services

5.2: Hospitalization

Hospitalization shall be provided to members as recommended by a medical Doctor and shall include elective or emergency hospitalization services such as;

- Hospitalization in a private ward / room in any hospital
- Professional services including surgery
- Intensive care services
- Blood, blood equivalents and blood products
- Renal dialysis
- Oncology e.g. treatment materials for chemotherapy and radiotherapy
- Radiology: tests and ultra sound MRI, CT, RI tests
- Organ and tissue transplants
- Maxillofacial and oral surgery
- COVID 19 Treatment and Management
- Accommodation for the Patient Caretaker

5.3: Chronic care management

The medical service cover shall provide for care in case of chronic illness such as diabetes, hypertension, cancer, etc. Coverage shall include all medically necessary

infectious diseases including COVID-19 in accordance with prevailing Ministry of Health guidelines.

5.4: Emergency Evacuation

- The members shall be entitled to evacuation in the case of illness and or accident from any part of Uganda to an appropriate medical facility within Uganda East African Community Countries, South Africa and India.
- The evacuation shall be by the fastest possible means.

5.5: HIV / AIDS Management

In line with the Uganda Government Policy on HIV/AIDS, the service provider shall offer HIV/AIDS testing, treatment, care, counselling and antiretroviral therapy.

5.6: Elective and emergency surgery

The medical insurance provider shall cater for situations that require surgery to members of the scheme as recommended by the medical practitioner as well as cases of elective surgery like male circumcision, caesarean births, etc.

5.7: Pre-existing conditions

The medical insurance provider shall cater for situations that require surgery to members of the scheme as recommended by the medical practitioner as well as cases of elective surgery like male circumcision, caesarean births, etc, mental disorders amongst others.

5.8: Dental care and treatment

The dental care package shall include check-ups, fillings, cleaning, extractions, oral diseases and other dental surgeries as may be deemed necessary. The dental package shall also include replacement of missing teeth as may be advised by the Dental Surgeon.

Please note: The minimum limit for this area should not go below Ugx1m (One million shillings) and FAILURE to meet this limit will render the bid irresponsive

5.9: Office and Home visits

The accredited medical facilities of the insurance service shall organize office and home visits as follow up on the treatment and check-up of the patients. This will include education or sensitization on the management of recurrent health conditions.

5.10: Emergency out-patient and in-patient services

Emergency out-patient and in-patient services like ambulance, nursing care and provision of food and fluid supplements before and during hospitalization shall be catered for in the scheme.

5.11: Vision care and treatment

The medical insurance cover shall take care of ophthalmic treatment and eye surgeries. Optical testing, provision and replacement of spectacles will be covered under the medical scheme among others.

Please note: The minimum limit for this area should not go below Ugx 1m (One million shillings) and FAILURE to meet this limit will render the bid irresponsive.

5.12: Maternity healthcare and Family Planning

The medical insurance provider shall cater for anti-natal and post pregnancy care and treatment. This may include fertility tests and treatment. Family planning services, counselling and supplements shall be provided under this scheme.

5.13: Physiotherapy

The members shall be provided with physiotherapy treatment and care as recommended by the medical practitioner including extension of services at the member's home. This shall include provision of the necessary equipment like wheel chairs, clutches, etc.

5.14: Pharmaceutical Services

The service provider shall provide beneficiaries with pharmaceutical services in the accredited medical facilities or designated pharmacies as shall be recommended by the medical practitioners / specialists across the country.

5.15: ENT Management

The medical insurance provider shall provider cover for treatment of ailments relating to the Ear, Nose and Throat. This shall include the provision of the necessary equipment and utilities.

5.16: Orthopaedic Services

Members shall be provided with orthopaedic services and care as recommended by a medical practitioner.

5.17: Counselling and psycho- social support services

The medical insurance provider shall provide counselling and psycho- social care and treatment to members as recommended by a medical practitioner.

5.19: Drug restrictions

The medical insurance provider shall offer no limitation to generic drugs or limitations to drugs from particular sources or countries of origin unless the limitations are given by National Drug Authority.

5.20: Embalmment and mortuary services

In the case of death of a member of the Scheme, the insurance cover shall cater for embalmment and mortuary costs. Last expense benefit payable upon death of a principal member or dependent.

5.21: Wellness Programs

- Corporate medical covers in Uganda should include:
- Annual medical camps
- Wellness education/ campaigns
- Cancer screening
- Mental health support
- Employee Assistance Program (EAP)
- Health talks
- Mental health counselling.

5.22: **Service-Level Requirements**

Minimum requirements:

- Pre-authorization response within 24 hours
- Dedicated relationship manager
- Dedicated account officer
- Quarterly utilization reports
- Claims reconciliation meetings
- 24/7 call center

5.23: **Additional Benefits**

Bidders should indicate availability of:

- Air ambulance
- International emergency assistance
- Mental health treatment

- Occupational therapy
- Prostheses and medical appliances
- Home nursing care
- Cancer management programs
- Organ transplant cover
- Telemedicine services
- Second medical opinion services

6.0: Target group

The Medical Insurance cover shall provide for all 39 (Thirty-Nine) staff including their 5 (Five) Dependents per staff member. Dependents will constitute a spouse and 4(four) children under 20 years.

7.0: Commencement

The service commencement date shall be specified in the contract award and agreed upon by both parties.

8.0: Duration

The medical insurance cover for staff will be 12 months subject to renewal/extension for an additional 12 months period on the same terms upon satisfactory performance certified by the Contract Manager and availability of funds.

9.0: Negotiations

NOSP shall hold negotiations with the potential medical insurance provider(s) to amicably harmonize salient issues before contracting of the provider(s).

The technical evaluation will be guided by the following criteria;

1. Comprehensive list of service providers with extensive geographical coverage and with specialized services.
2. Financial strength of insurer.
3. Experience in corporate medical insurance.
4. Provider network coverage.
5. Benefit package offered.
6. Claims management capability.
7. Customer service arrangements.
8. Availability of online/member portal.

9. Dedicated account management team.

10. References from similar organizations.

11. Reporting and utilization monitoring capability

12. The NOSP "wish list" of services against the Provider's exclusions.

13. Qualification forms showing previous assignments with other organizations in the provision of services with a similar nature (Name of Organization, duration and contract value).

14. List of key proposed personnel to administer and execute the contract

15. Medical insurance cover provided (Limits per category of cover) in the parameters given from 5.0 to 5.22 above.

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

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

A General Provisions

1 Definitions

1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:

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

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

(c) "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

(d) "Day" means working day. "Month" means calendar month.

(e) "Eligible Countries" means the countries and territories eligible as listed in the SCC.

(f) "GCC" means the General Conditions of Contract.

(g) "Party" means the Procuring and Disposing Entity or the Provider, as the case may be, and "Parties" means both of them.

(h) "Personnel" means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;

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

(j) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

(k) "SCC" means the Special Conditions of Contract.

(l) "Services" means the services to be performed by the Provider as described in the contract.

(m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.

(n) "Tribunal" means the Tribunal established under the Public Procurement and Disposal of Public Assets Act 2003.

1.3 The word "Government" shall mean the Government of the Republic of Uganda.

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

1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring and Disposing Entity and the Provider.

2 Corrupt Practices

2.1 It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:

a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

2.2 The Provider shall permit the Government of Uganda to inspect the Provider's accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.

2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring and Disposing Entity may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Provider, during the procurement or the execution of that contract, without the Procuring and Disposing Entity having taken timely and appropriate action satisfactory to the Government of Uganda to remedy the situation.

B The Contract

3 Contract Documents

3.1 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Provider's Bid as amended by clarifications,

(c) Special Conditions of Contract,

(d) General Conditions of Contract,

(e) Statement of Requirements,

(f) any other document listed in the SCC as forming part of the Contract.

All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

3.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring and Disposing Entity or the Provider may be taken or executed by the authorised representatives specified in the SCC.

3.5 The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

4 Governing Law

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

5 Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring and Disposing Entity, shall be written in English unless specified otherwise in the SCC.

6 Notices

6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7 Assignment

7.1 The Procuring and Disposing Entity or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8 Subcontracting

8.1 The Provider shall request approval in writing from the Procuring and Disposing Entity of

all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.

8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

9.1 The Procuring and Disposing Entity may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of the Procuring and Disposing Entity's change order.

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

10 Change in Laws

10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11 Taxes and Duties

11.1 The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the Services to be supplied under the Contract.

11.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any

such change by addition to or reduction from the Contract Price, as the case may be.

12 Force Majeure

12.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 Force Majeure shall not include

(a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor

(b) any event which a diligent Party could reasonably have been expected to both:

(i) take into account from the effective date of the Contract; and

(ii) avoid or overcome in the carrying out of its obligations; nor

(c) insufficiency of funds or failure to make any payment required hereunder.

12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to

(a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and

(b) minimise the consequences of any event of Force Majeure.

12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

12.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Provider shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

12.7 Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

13 Suspension of Assignment

13.1 The Procuring and Disposing Entity may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:

(a) specify the nature of the failure; and

(b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

14 Termination

14.1 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:

(a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;

(b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring and Disposing Entity;

(c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;

(d) the Provider submits to the Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;

(e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;

(f) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or

(g) the Provider, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

(h) where the Tribunal direct that a contract should be terminated.

14.2. Termination for Convenience

(a) The Procuring and Disposing Entity, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the provider under the

Contract is terminated, and the date upon which such termination becomes effective.

(b) The Supplies that are complete and ready for shipment within twenty-eight (28) days after the Provider's receipt of notice of termination shall be accepted by the Procuring and Disposing Entity at the Contract terms and prices. For the remains supplies, the Procuring and Disposing Entity may elect:

(i) to have any portion completed and delivered at the Contract terms and Prices: and/or

(ii) to cancel the remainder and pay to the Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.

14.3 The Provider may, by not less than thirty days written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:

(a) the Procuring and Disposing Entity fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;

(b) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Provider's notice specifying such breach;

(c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or

(d) the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.

14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 Cessation of Rights and Obligations or Services

15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or completion;

(b) the obligation of confidentiality set forth in GCC Clause 3;

(c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and

(d) any right which a Party may have under the Governing Laws.

16 Cessation of Services

16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall

make every reasonable effort to keep expenditures for this purpose to a minimum.

17 Settlement of Disputes

17.1 The Procuring and Disposing Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.

17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act 2000 of Uganda or such other formal mechanism specified in the SCC.

18 Liquidated Damages

18.1 If so stated in the SCC, the Provider shall pay liquidated damages to the Procuring and Disposing Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring and Disposing Entity may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

18.2 If the Completion Date is extended after liquidated damages have been paid, the Procuring and Disposing Entity shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Services

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

19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20 Completion Period and Completion of the Services

20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.

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

C Obligations of the Procuring and Disposing Entity

21 Provision of Information and Assistance

21.1 The Procuring and Disposing Entity shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring and Disposing Entity at the end of the period of the Contract.

21.2 The Procuring and Disposing Entity shall issue to its employees, agents and

representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.

21.3 The Procuring and Disposing Entity shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

D Payment

22 Contract Price

22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.

22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.

22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

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

24 General Payment Procedure

24.1 In consideration of the Services performed by the Provider under the Contract, the Procuring and Disposing Entity shall make to the Provider such payments in such manner as is provided by the Contract.

24.2 Payments made by the Procuring and Disposing Entity shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to the Procuring and Disposing Entity in writing by production of an invoice supported by the documentation required and as specified in the SCC.

24.3 Unless otherwise specified in the SCC, payments shall be made by the Procuring and Disposing Entity, no later than thirty days after submission of a request for payment by the Provider and its certification by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, the Procuring and Disposing Entity shall promptly advise the Provider of the reasons for rejection.

24.4 The Procuring and Disposing Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring and Disposing Entity shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment

made and costs authorised to be incurred by the Provider, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.

24.5 Any amount which the Procuring and Disposing Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to the Procuring and Disposing Entity within thirty days after receipt by the Provider of a notice thereof. Any such claim by the Procuring and Disposing Entity for reimbursement must be made within twelve months after receipt by the Procuring and Disposing Entity of a final statement approved by the Procuring and Disposing Entity.

25 Advance Payment Guarantee

25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

25.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring and Disposing Entity from future payments due to the Provider under the contract.

25.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

E Obligations of the Provider

26 Obligations of the Provider

26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify the Procuring and Disposing Entity against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.

26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Procuring and Disposing Entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard the Procuring and Disposing Entity's legitimate interests, pursuant to Conditions of this Contract

26.4 The Provider shall obtain the Procuring and Disposing Entity’s prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the

Services by the Sub-contractor and its Personnel pursuant to the Contract;

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

26.5 The Provider shall furnish the Procuring and Disposing Entity with any personnel data or information required by the Procuring and Disposing Entity to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

27.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

28 Code of Conduct

28.1 The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

29 Indemnification

29.1 At its own expense, the Provider shall indemnify, protect and defend, the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

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

(a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;

(b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;

(c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

29.3 The aggregate liability of the Provider to the Procuring and Disposing Entity shall not exceed the total contract value or such other amount specified in the SCC.

29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages

occasioned by:

a) the Procuring and Disposing Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or

b) The improper execution of the Provider's instructions by agents, employees or independent contractors of the Procuring and Disposing Entity.

29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

30 Insurance to be Taken Out by the Provider

30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring and Disposing Entity as shall be specified in the SCC.

29.2 The Provider shall at the Procuring and Disposing Entity's request, provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained.

31 Accounting, Inspection and Auditing

31.1 The Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

F Performance of the Services

32 Scope of Services

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

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

33 Provider's Personnel

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

33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to the Procuring and Disposing Entity, takes charge of the performance of the Services.

34 Working hours of the Personnel

34.1 Where the Services are performed on a regular basis at the premises of the Procuring and Disposing Entity, the Provider shall work the hours agreed with the Procuring and Disposing Entity where not specified in the Statement of Requirements or the SCC.

35 Replacement of Personnel

35.1 If the Procuring and Disposing Entity requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

36 Performance Security

36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the Procuring and Disposing Entity.

36.2 The proceeds of the Performance Security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

36.3 The Performance Security shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.

36.4 The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, unless specified otherwise in the SCC.

Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.

2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.

3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

II. Policy

A. General principles

4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.

5. The Fund endeavors to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:

   (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;

(b) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

(c) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

(d) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;

(e) An "obstructive practice" is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

C. Scope

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:

(a) IFAD staff and other persons working for IFAD as non-staff personnel ("IFAD

(b) staff and non-staff personnel");

(c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel ("vendors");

(d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel ("government recipients") and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel ("non-government recipients") (all collectively referred to as "recipients"); and

(e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub- suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as "third parties".)

D. Responsibilities

(i) Responsibilities of the Fund

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:

   (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;

   (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;

   (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and

   (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:

   (a) Refrain from engaging in prohibited practices;

   (b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;

   (c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;

(d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and

(e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

(a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;

(b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions[3] and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;

(c) Take appropriate action to inform third parties and beneficiaries (defined as "persons whom the Fund intends to serve through its grants and loans") of the present policy as well as the Fund's confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;

[3] The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

(d) Include provisions in procurement documents and contracts with third parties which:

(i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;

(ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;

(iii) Inform third parties of the Fund's jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;

(iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected

(v) by auditors and/or investigators appointed by the Fund;

(vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;

(vii) Inform third parties of the Fund's policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and

(viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;

(e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;

(f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;

(g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and

(h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.

13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.

14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.

15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

E. Process

(i) Reporting

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.

17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.

18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.

19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

(ii) Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.

21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.

22. Reviews and investigations conducted by the Fund are, inter alia:

    (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;

    (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and

    (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.

23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

F. Sanctions and related measures

(i) Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.

25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii) Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.

27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.

28. The Fund may apply any of the following sanctions or a combination thereof:

(a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;

(b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;

(c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;

(d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and

(e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.

29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.

30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.[4]

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the

[4] The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.

33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.

34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract

35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

(ii) Declaration of mis procurement and/or ineligibility of expenditures

36. The Fund may, at any time, declare a mis procurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

(iii) Suspension or cancellation of loan or grant

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **MAAIF-NOSP/NCONS/26-27/00017**
GCC 1.2(e)	**Eligible Countries:** The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC 3.1(f)	The other documents forming part of the Contract are: Terms of reference The Provider bid document
GCC 3.4	**Authorised Representatives:** The Authorised Representatives are: For the Procuring and Disposing Entity: **The Permanent Secretary** For the Provider: **The one authorised by the Power of Attorney**
GCC 4.1	**Law:** The Governing Law shall be the Law of Uganda.
GCC 5.1	**Language:** The language of the contract shall be English.
GCC 6.1	For notices, the Procuring and Disposing Entity's address shall be: **The Permanent Secretary** Attention: **Head procurement and Disposal Unit National Oil Seeds Project (NOSP)** Street Address: Plot 16 – 18, Lugard Avenue. Floor/Room number: Town/City: Entebbe Postal Code PO Box No: 102, Entebbe Country: Uganda Telephone: 0414 320004 Email address: procurement@agriculture@gmail.com For notices, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: Country: Telephone: Facsimile number:

GCC clause reference	Special Conditions of Contract
	Email address:
GCC 17.2	**Dispute settlement:** the parties agree to refer any dispute arising out of or in connection with this Agreement to any Court of competent jurisdiction in Uganda.
GCC 17.2	Liquidated Damages**: Shall Apply.** The liquidated damage shall be **1%** per week of the contract price. The maximum number of liquidated damages shall be **:10% of the Contract Value**
GCC 19.1	**Commencement:** The Period within which Services shall have commenced following the date of the Agreement is: **effectiveness of the Policy**
GCC 20.1	**Completion:** The Services shall be completed by/shall be performed for a period of: **One (1) year, but reviewed quarterly, for satisfactory performance. The contract may be renewed subject to satisfactory performance, continuation of the Project and availability of funds.**
GCC 22.2	**Excluded costs:** The following costs are excluded from the Contract Price: **None**
GCC 22.3	**Payment Schedule:** The payment schedule shall be: **Full payment upon placement of the policy**
GCC 24.2	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: **Copy of executed contract**
GCC 24.3	**Payment Period:** Payment shall be made by the Procuring and Disposing Entity within **60 (Sixty)** days of receipt of the invoice and the relevant documents specified in Clause 24.2.
Sixty	An Advancement Payment Guarantee **shall not** be required.
GCC 26.4(b)	**The Procuring and Disposing Entity's prior approval:** The Procuring and Disposing Entity's prior approval is also required for: **Changes made on approved list of providers.**
GCC 29.3	**Total Liability:** The total liability under the Contract shall be **100% (Total contract price)**
GCC 30.1	**Insurance taken out by Provider:** The risks and coverage shall be as per the Insurance Policy
GCC 34.1	**Working hours:** The working hours for the Provider shall be**: 24 hours, seven days a week.**

Section 9. Contract Forms

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Agreement

For Lump Sum Contracts

Procurement Reference No: _____

This Agreement is made the _____day of the month of _____, _____,

between _____ of

(hereinafter called the "Procuring and Disposing Entity") and

_____ of _____

(hereinafter called the "Provider").

WHEREAS

(a) the Procuring and Disposing Entity has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Provider having represented to the Procuring and Disposing Entity that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. In consideration of the payments to be made by the Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Services in conformity in all respects with the provisions of the Contract.

3. The Procuring and Disposing Entity hereby covenants to pay the Provider in consideration of the provision of the Services, the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____(for the Procuring and Disposing Entity)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Signed by _____ (for the Provider)

Name:_____ Authorised Representative

Position:_____

In the presence of:

Name: _____ Position: _____

Appendices

Appendix A Statement of Requirements

Appendix B Breakdown of Contract Price in Uganda Shillings

Activity	Input Qty	Unit of measure	Unit Price	Total Price
Total Contract Price				

Section VIII: Contract Forms

This section contains forms which, once completed, will form part of the contract (except for the Notice of Intent to Award). The forms for performance security, self-certification form for suppliers, and advance payment security, when required, shall only be completed by the successful bidder after contract award.



Notice of Intent to Award

Notification of Award

[The notification of award shall be the basis for formation of the contract as described in ITB clause 45. This form of notification of award shall be filled in and sent to the successful bidderonly after evaluation of bids has been completed, subject to any review and/or issuance of noobjection of IFAD as required.]

[date]

To*: [insert name and address of the supplier]*

Re: XXXXXXXXXXXXXXXXXXXX
Bid Ref: XXXXXXXXXXXXXXXX

This is to notify you that your bid dated *[insert date]* for execution of the above-mentioned bid reference for the accepted contract price of *[insert amount in words and numbers] [insert name of currency]*, as corrected and modified in accordance with the instructions to bidders is hereby accepted by the purchaser.

You are hereby instructed to, (a) sign and return the attached contract, (b) supplier self-certification form and (c) forward the performance security pursuant to GCC clause 16 within 14 days after receipt of this notification of award and (d) proceed with supply of the said goods and related services in accordance with the contract.

Signed:

In the capacity of:
[Print name]

Attachment: Contract

Bank Guarantee for Performance Security

[The bank, as requested by the supplier, shall fill in the form in accordance with the instructions indicated]

Bank's branch or office: *[insert complete name and address of guarantor]*

Beneficiary: *[insert complete name and address of the purchaser]*

Date: *[insert date of issue]*

Performance guarantee No.: *[insert performance guarantee number]*

We have been informed that *[insert complete name of supplier]* (hereinafter called "the supplier") has entered into contract no*. [insert number]* dated *[insert day and month], [insertyear]* with *[name of purchaser]* (hereinafter called "the beneficiary"), for the supply of *[description of goods and related services provided]* (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, a performanceguarantee is required.

At the request of the supplier, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum(s) not exceeding in total an amount of *[insert amount(s) in words and figures]* upon receipt by us of the beneficiary's first demand in writing declaring the supplier tobe in default under the contract, without cavil or argument, or need to prove or to show grounds or reasons for the beneficiary's demand of the sum specified therein.

This guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year][note- expiration date to be calculated based on the provisions of GCC sub-clause 16.4],* and any demand for payment under it must be received by us at this office on or before that date.

[Issuing bank to delete whichever is not applicable] We confirm *that [we are a financial institution legally authorized to provide this guarantee in the beneficiary's country] [OR] [we are a financial institution located outside the beneficiary's country but have a correspondent financial institution located in the beneficiary's country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: [provide name, address, phone number, and email address]].*

For the bank

Signature
In the capacity of:
Date:

Self-Certification Form

This self-certification form is to be completed by the contractor. The contractor shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of supplier:	
Full legal name of supplier's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the supplier]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the supplier and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at https://www.ifad.org/en/document-detail/asset/40738506).

42 **Authorized Signature:**

_____ **Date:** _____

Printed Name of Signatory: _____

- ❑ The supplier certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partnershave **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

- ❑ The supplier declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[7] and/or temporary suspensions have been imposed on the supplier and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to supplier)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

- ❑ The supplier certifies that its director(s), proprietor(s), and personnel, and the personnel ofits agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT**subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

- ❑ The supplier certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

  - ❑ Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;

  - ❑ Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract;

  - ❑ Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

- ❑ Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and

- ❑ Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel , the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

- ❑ **[To be completed only if the previous boxes were not checked]**
  The supplier declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

  [provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

❑ The supplier certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, otherthan those shown in the bid, have been paid or exchanged or are to be paid or exchanged withrespect to the present procurement process and this contract.

OR

❑ **[To be completed only if the previous box was not checked]**
The supplier declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the presentprocurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

❑ The supplier acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of thecontract.

[7] The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, theAfrican Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

43 Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returnsa positive or negative search results page upon submission of a name to be searched, in orderto document the eligibility.

44 The supplier should print out, date, and attach the results page(s) to the self-certificationform, which should read, “no matching records found”.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the supplier itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the supplier should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the supplier believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the supplier to make a substitution. This determination will be made on a case by case basis and will requireapproval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the supplier as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.

Letter of Credit

[The bank, as requested by the account party, shall fill in the form in accordance with the instructions indicated]

Bank's branch or office: *[insert complete name and address of guarantor]*
Beneficiary: *[insert full name of beneficiary]*
Account party: *[insert full name and address of the account party]*
Date: *[insert date of issue]*

Irrevocable Letter of Credit No.: *[insert letter of credit number]*

We have been informed that *[insert complete name of purchaser]* has entered into contract No. *[insert number]* dated *[insert day and month], [insert year]* with *[name of supplier],* for thesupply of *[description of goods and related services provided].*

We hereby open our irrevocable credit in favor of the beneficiary for the sum or sums not to exceed a total of *[insert amount in numbers and words and name of currency]* to be made available by request of the beneficiary for payment at sight upon the presentation of your draft accompanied by the following documents:

[insert list of documents required for the beneficiary to claim payment by this letter of credit]

This letter of credit is valid until *[insert expiration date],* provided, however, that this letter of credit will be automatically extended without amendment for *[insert number of days]* from thepresent or any future expiration date thereof, unless at least thirty (30) days prior to any suchexpiration date the issuing bank provides written notice to the account party, *[insert name and mailing address of the account party]* of its election not to renew this letter of credit for such additional period. The notice required hereunder will be deemed to have been given when received by the beneficiary.

This letter of credit is issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, International Chamber of Commerce Publication No. 600

For the bank	For the account party
Signature	Signature
In the capacity of:	In the capacity of:
Date:	Date:

Acceptance Certificate

Date: *[insert date]*

CB No*:* *[insert CB number]*

Contract:*[insert name of and number of contract]*

To: *[insert name and address of supplier]*

Dear Sir or Madam:

Pursuant to GCC clause 42 (acceptance) of the contract entered into between yourselves and the *[insert name of purchaser]* (hereinafter the "purchaser") dated *[insert date of contract]***,** relating to the *[insert brief description of the goods and related services],* we herebynotify you the goods (identified below) successfully completed the inspections and tests specified in the contract. In accordance with the terms of the contract, the purchaser hereby takes over the goods (identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the goods: *[insert description]*
2. Date of acceptance: *[insert date]*

This letter shall not relieve you of your remaining performance obligations under the contractnor of your obligations during the warranty period.

For and on behalf of the purchaser

Signed:
Date:
In the capacity of: *[state "project manager" or higher-level authority in the purchaser'sorganization]*