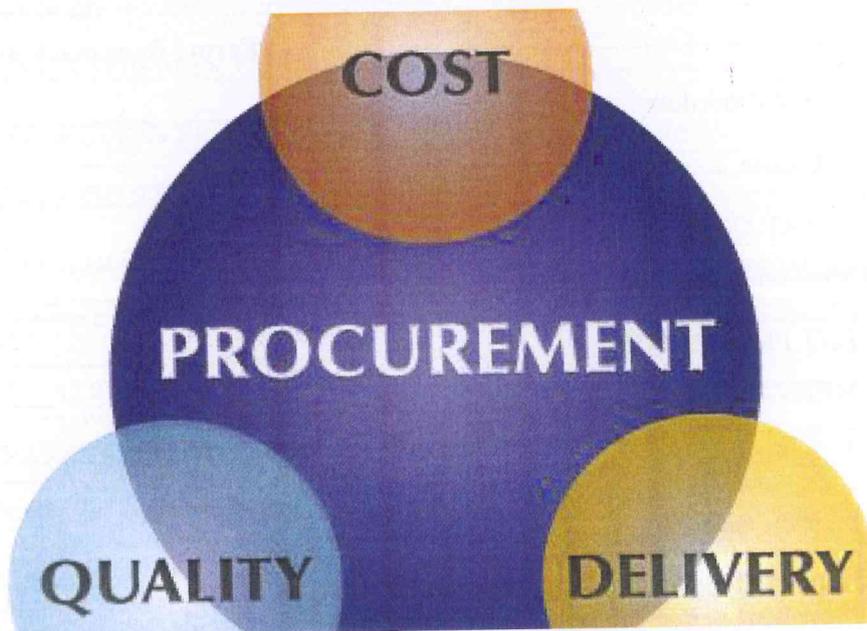


**WEST NILE PRIVATE SECTOR DEVELOPMENT
PROMOTION CENTRE LTD (WENIPS)**

Promoting the Private Sector for Sustainable Development

Procurement and Disposal Manual



Effective Jenuary1, 2021

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LIST OF DEFINITIONS

In this Procurement Manual, unless the context otherwise requires:

PROCUREMENT	Means acquisition by purchase, rental, lease, hire purchase, license, tenancy, franchise, or any other contractual means, of any type of works, services or supplies
PROCUREMENT PROCESS	Means the successive stages in the procurement cycle including planning, choice of procedure, measures to solicit offers from bidders, examination and evaluation.
PROVIDER	Means a natural person or an incorporated body including a consultant, contractor or supplier licensed by a competent authority to undertake business activities
PRE-QUALIFICATION	Means a screening process designed to ensure that invitations to bid are confined to capable providers.
SERVICES	Means any object of procurement or disposal other than works and supplies, and includes professional, nonprofessional and commercial types of services as well as supplies and works which are incidental to, but not exceeding the value of those services.
SUPPLIES	Means goods, raw materials, products, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of those supplies where the value of the works or services does not exceed the value of the supplies;
WORKS	Means any work associated with the construction, reconstruction, demolition, repair, or renovation of a building or structure, on the surface or underground, on and underwater, and includes the preparation, excavation, erection, assembly, installation, testing and commissioning of any plant, equipment or materials, decoration and finishing, turnkey projects, build own and operate projects, build operate and transfer projects or any arrangement of this nature, or any other form of private and public partnerships or joint development activities, all or any of which may include management, maintenance, testing, commissioning and training; as well as supplies or services incidental to those works where the value of the incidental supplies or services does not exceed the value of the works
USER DEPARTMENT	Means any department, division, branch or section of the procuring and disposing entity, including any project unit working under the

	authority of the procuring and disposing entity, which initiates procurement and disposal requirements and is the user of the goods, works and services
TENDER:	Means "bid"
NATIONAL PROVIDER	Means a provider registered in Uganda and wholly owned and controlled by Ugandans
EQUAL OPPORTUNITY	Ensures that the suppliers/sellers have equal opportunity to compete
ECONOMY AND EFFICIENCY	Means that goods and services to be procured at a their true worth
EFFECTIVENESS	means that the goods and services procured will help to achieve project goals & objectives



WEST NILE PRIVATE SECTOR DEVELOPMENT PROMOTION CENTRE LTD (WENIPS)

Promoting the Private Sector for Sustainable Development

MESSAGE FROM THE CHAIRMAN BOARD OF DIRECTORS



The overarching aim of this policy is to affirm the Board's commitment to excellence, cost effectiveness, fairness, transparency, accountability and value for money because these values and principles enable us to offer the best goods and services to our well deserving constituents. The document is intended to be a one-stop resource where WENIPS staff are able to access all the information they need in relation to procurement of works, goods and services as well as disposals.

This document is a great milestone especially as we enter our new Strategic Period 2021 – 2023. Used together with other policies, it will help WENIPS to achieve its vision of *“An empowered, healthy and prosperous communities in Uganda”* and the mission of *“Working with communities to improve livelihood, conserve the environment and promote human rights”*.

I therefore call upon the Finance & Audit Committee of the Board and Management to operationalize this policy in order to modify behavior and streamline operations at WENIPS.

Thank you.

DR. OKWIR ANTHONY
CHAIRPERSON, BOARD OF DIRECTORS
WEST NILE PRIVATE SECTOR DEVELOPMENT PROMOTION CENTER LTD



WEST NILE PRIVATE SECTOR DEVELOPMENT PROMOTION CENTRE LTD (WENIPS)

Promoting the Private Sector for Sustainable Development

MESSAGE FROM CHIEF EXECUTIVE OFFICER



This Procurement Policy manual provides policies and procedures which are an essential part of WENIPS procurement function. The policy manual contains procurement guidelines for the Board, management and staff to effectively execute the procurement function to ensure value for money without compromising on quality, open and effective competition, ethics and fair dealing, accountability and reporting, and equity. The policy provides guidelines on the various stages of procurement including needs recognition, purchase requisition, requisition review, solicitation process, evaluation and contract, order management, and recordkeeping. It also seeks to help in building and maintaining positive relationships and partnerships which should be the main focus for **procurement** professionals and for all at WENIPS.

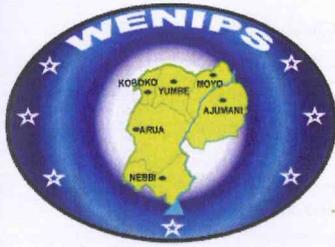
An effective operationalization of the Procurement policy in tandem with other relevant policies, regulations and laws of Uganda will, ultimately, enable the organization to serve its beneficiaries and clients in a manner that fosters the principles and practice of strategic partnering, service excellence, operational Excellence, and engaged workforce for development effectiveness and impacts.

Finally, I call upon all management staff to ensure they read and internalize the policies for effective application.

For God and my Country!

Onegi P. Jenaro

Chief Executive office/Company Secretary



WEST NILE PRIVATE SECTOR DEVELOPMENT PROMOTION CENTRE LTD (WENIPS)

Promoting the Private Sector for Sustainable Development

PROCUREMENT MANUAL

1.1. Introduction

This “**Procurement Manual**” provides the essential information and brief step- by- step procedures for procurement of goods, works and services. This document is intended to guide the procurement officials directly involved in the procurement activities and at all times it should be referred to by the company staff and the board.

1.2. Policy statement

The procurement policy of WENIPS is to ensure that:

All procurements are guided by the principles of economy, efficiency, fairness, reliability, transparency, accountability and ethical standards. It will be the company policy to have all procurements aimed at achieving just the right balance between costs and requirements concerning the following parameters: right quality, right quantity, right price, right time, place and right source

1.3. Purpose

The objective of this Manuel is to prescribe Policy and procedures for application of fair, competitive, transparent, and non-discriminatory and value for money procurement and disposal standards and practices through the prevention or reduction of errors and frauds. This calls for an effective internal control mechanism to be installed in the organisation.

These Guidelines intend to institute necessary controls by proposing a proper allocation of duties among individual officers in a manner that enforces the principle of segregation of duties adherence to financial regulations.

2.0. THE PROCUREMENT COMMITTEES

There shall be two procurement committees a) at management level and b), at Board level and the roles and responsibilities of the committees will be as follows:

2.1. Contracts Management Committee (MCC)

The CEO shall appoint a CMC which shall comprise three persons from Middle Management with Desk Officer Procurement as the Secretary. The CMC shall have a term of one year. The CEO and the heads of departments shall not be part of the CMC.

The responsibility of the committee will be to review and approve all procurement stages for all procurements. They will select suppliers from the authorized supplier list for standard and repeat purchases. They also review individual purchases, choosing the best option from the quotes supplied to them.

The specific activities of the procurement committees will be guided by the Contracts Management Committee Charter.

The Contracts Management Committee shall therefore present their findings and present their report to the CEO or his/her designate who shall, in consultation with top management team where necessary, approve the procurement and award the contract to the most suitable vendor.

The CEO shall approve all procurements up to 18 million Uganda shillings. The CEO has the prerogative to refer back the procurement to the CMC in writing (explaining the reasons for refusal to approve the procurement) for further review.

Any procurement over and above 18 million shall be approved by the Executive Committee of the Board.

3.0. CODE OF CONDUCT

A Code of Conduct shall govern the performance, behavior and actions of the Organization, including Board members, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; awarding contracts or the administration and supervision of contracts. The following will strictly be followed:

1. No single person shall, as a matter of fact, be responsible for initiating and concluding procurement
2. No employee, director, volunteer or agent of the WENIPS shall participate in the selection, award or administration of a bid or contract supported by a conflict of interest if it is real or apparent to a reasonable person. Conflicts of interest may arise when any employee, officer, director, volunteer or agent of the Organization has a financial, family or any other beneficial interest in the vendor firm selected or considered for an award.
3. All members of the Procurement Committee must disclose to the Committee any actual or potential conflict of interest which may exist as soon as they become aware of the issue;
4. Unless the Committee members decide otherwise, if a conflict or potential conflict situation exists, the conflicted Committee member will be excluded from all considerations of the matter by the Committee including any segment of the Committee papers or other documents containing any reference to the matter.

3.1. Ethics Clause

Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors, or influence the committee or Contracting Authority during the process of

examining, clarifying, and comparing tenders will lead to rejection of his/her tender and may result in administrative penalties.

4.0. ENVIRONMENTAL CONCERNS

4.1. Company Policy on 'Green' Procurements

The Company will seek to procure goods and services that lessen the burden on the environment in their production, use and final disposition, wherever possible and economical. Before finalizing the requirements, of goods and services, the environmental concerns must be reviewed. Some of these areas include: energy consumption; toxicity; ozone depletion; radiation; and use of recycled materials. This calls for the identification of environmentally friendly (green) goods and services, which have less harmful effects on human health and the environment than competing goods serving the same purpose.

5.0. PROCUREMENT PROCEEDURE

The procurement processes shall consist of identification of requirements, developing specifications, identifying suppliers/service providers, inviting bids/ proposals, evaluating and awarding contracts, contract Management, receipt and certification of goods/ services, evaluation and closure of contract.

5.1. PROCUREMENT OF GOODS AND CIVIL WORKS

5.1.1. PROCUREMENT PLANNING

The CEO as the accounting officer in consultation with the line managers prepare procurement plan for next 12 months. This will be extract or in line with the company strategic plan. The Annual procurement plans shall be prepared at the beginning of each year to reflect the actual organizational needs for that year and shall be reviewed and approved by the Board. This shall be reviewed and updated from time to time.

Any changes in the approved Procurement Plan as be carried out as per the following arrangements:

- (i) Up to 20% changes can be carried out by line manager with appropriate approval of CEO
- (ii) More than 20% changes in procurement plan will be referred to the Board for approval.

The procurement plans should cover goods, equipment, works, consultancy services and resource support.

In summary the following will be done.

- Preparing the plan
- Contract Packaging
- Procurement scheduling
- Choice of Procurement Method
- Approval of the procurement File

Procurement Packages with Methods and Time Schedule

1	2	3	4	5	6	7	8
Ref. No.	Contract (Description)	Procurement Method	Prequal (yes/no)	Domestic Preference (yes/no)	Review by BOD (Prior/ Post)	Expected Bid-Opening Date	Comments
1							
2							

Consultancy Assignments with Selection Methods and Time Schedule

1	2	3	4	5	6	
Ref. No.	Description of Assignment	Selection Method	Review by BOD (Prior / Post)	Expected Proposals Submission Date	Execution Period	Comments
1						
2						

5.1.2. METHODS OF PROCUREMENT

The procurement of goods and civil Works will be guide by the following methods approved by board of the directors during the approval of the company Annual Procurement plan.

5.1.2.1. International Competitive Bidding

This method shall be adopted where supplies cannot be met from indigenous sources and need import, and/ or foreign firms are expected to participate and bring more competition.

If this method is adopted; quotations shall be sought from at least three countries unless local representatives exist in with case quotations will be obtained locally.

Requirements to be followed shall include

- Invitation for bids shall be published in daily national newspaper with wide circulation all over the country and this will be done in English.
- It may also be published in the WENIPS Website.
- The Sale of bid documents shall start only after publication of invitation of bids in newspapers.
- Bidding period shall be 30 to 60 days from the start of the sale of the bid documents.
- Domestic preference shall be allowed to domestic bidders with respect to foreign bidders as will be mentioned in the bid documents.
- Other procedures for International Competitive Bidding will broadly be same as that of open advertised tender in respect of bid in opening, bid evaluation, notification & publishing of award of contract, complaint redressal, Bid guarantee etc.

5.1.2.2. National Competitive Bidding

The National Competitive bidding which shall also be referred to as 'Open Tender' is the competitive bidding procedure normally used for procurement of Goods and Civil Works. This method shall be used for procurement of works, supplies and services whose value exceeds Ushs.

1,000,000. The procedures shall provide adequate competition among participants in order to ensure reasonable prices.

5.1.2.3. Shopping or Direct Agreement

Shopping is a Procurement method based on comparing price quotations obtained from several national suppliers, usually at least three to ensure competitive prices.

This method may be appropriate method under the following circumstances:-

- a) The CMC has cleared the choice of the procurement method. Appropriate approval authority limits shall however be followed.
- b) There is no competitive market- place for the requirement, such as where a monopoly exists, where prices are fixed by legislation or government regulation, or where the requirement involves a proprietary product or service. This includes payments for telephones, water, electricity, licenses, etc.
- c) There has been a previous determination or there is a need to standardize the requirement.
- d) In the case of development partner funded procurements, the proposed procurement contract is the result of cooperation with other organizations of the development partner's system.
- e) Offers of identical requirements have been obtained competitively within the last twelve months and the prices and conditions offered remain competitive.
- f) A formal solicitation conducted within the last 12 months has not produced satisfactory results.
- g) The proposed procurement contracts is to purchase or lease real property
- h) There is a genuine exigency for the requirement.
- i) The proposed procurement contract relates to obtaining services that cannot be objectively evaluated.

Shopping should not be used as an expedient to by- pass more competitive methods or fraction large procurement into smaller ones solely to allow the use of Shopping.

5.1.2.4. Single Tender/ Direct Contracting

The procedure for Direct Contracting may be adopted if any one of the following conditions is met.

- (a) The Single Tender system may be adopted in case of articles including equipment/Books, which are Specifically certified as of proprietary in nature, or where only a particular firm is the manufacturer of the articles demanded or in case of extreme emergency.
- (b) The single tender system without competition shall be an appropriate method under the following circumstances:
 - Extension of existing contracts for works or goods awarded with the prescribed procedures, justifiable on economic grounds;
 - Standardization of equipment or spare parts to be compatible with existing equipment may justify additional purchases from the original supplier;
 - The required item is proprietary and obtainable only from one source, and Works are small and scattered or are situated in remote locations where mobilization costs for contractors would be unreasonably high.

5.1.3. The Authorization Procedure

1. The authorization of the company shall be determined by the availability of source of funding, i.e. donor funds and locally generated resources.
2. At the Company, the authorized officers are the Chief Executive Officer and the Finance and Administration Manager. The Chairman Board, acting on the recommendation of the Finance Committee shall authorize procurements above the management thresholds.
3. The CMC team shall recommend to the CEO for approval, procurements for works, supplies and services up to a maximum of Ushs. 18,000,000. Any procurement above this threshold shall be authorized by the Board of Directors.
4. Authorization shall be through signatures of the Chief Executive Officer, on all relevant documents committing the company to transaction up to Ushs. 18,000,000.
5. All procurements above Ushs. 18,000,000 shall be submitted to the Board for approval.

5.1.2. TENDERING

5.1.2.1. Preparation of tender

- The tender documents shall furnish all information necessary for a prospective bidder to prepare a tender for the goods or works to be provided.
- The Bid document should invariably contain standard bidding and contract conditions to make it self-explanatory. Some of the mandatory requirements in a bid document include - Invitation for bids, Instructions to Bidders, Contract Data including Bill/ Schedule of Quantities (BOQ), General Terms & Conditions, Award Criteria, Notification of Award, Execution of Contract, Quality Control, Payment Terms, Taxes and Duties, Completion Certificate, Warranty/ Defect Liability, Drawings, Dispute Resolution, Arbitration, etc.
- Bill/ Schedule of quantities (BOQ) will indicate the description of items to be provided along with quantities and the phased manner in which the goods/works are required to be delivered or constructed.
- Tender documents shall state clearly whether the bid prices will be fixed or price adjustments will be made to reflect any changes in major cost components of the goods/ works.

5.1.2.2. Advertisement of the tender

- Timely notification of bidding opportunities is essential in competitive bidding. Invitations shall be published in daily newspapers with wide circulation all over the country, public notice boards, radio stations and any other publicly accessible media.
- The advertisement shall also be placed in company website.
- The minimum time given for submission of bids shall be not less than 14 days.
- The last date and time of sale and receipt of bid/tender document should be clearly indicated in the notification/advertisement.

5.1.2.3. Issue of tender document

- Sale of tender documents should begin only after the publication of notification for tender in newspapers.
- Tender documents should be made available to all who seek them after paying the requisite fees,
- Bidding documents will be sold till three days prior to the opening of the tenders.
- Tenders can be sold from different places but the bid/tenders shall be received at one place only, to avoid problems arising out of late/delayed tender submission.
- Tender documents can also be made downloadable from the Organization's website. However the downloaded tender documents must be submitted with proof of payment of tender fees without which the tender shall be rejected summarily.

5.1.2.4. Opening of the tenders

- The time, date and venue for the tender opening shall be mentioned in the bid documents.
- Tenders/bids should normally be opened immediately after the deadline of time fixed for submission on the same day.
- Tenders shall be opened in public. The bidders or their representatives shall be allowed to be present at the time of opening of bids.
- All tenders received should be opened. No bid should be rejected at the time of bid opening except for late tenders. Late tenders shall be returned to the bidders unopened.
- The name of the bidder and total amount of each bid along with important conditions like excise duty, VAT, delivery terms, delivery period, special conditions and discounts, if any, shall be read out at the time of bid opening. Withdrawal notices and modifications to the tender shall be read out first followed by the tender of the bidder.
- Minutes of bid opening must be prepared by bid opening officials and should be signed by all members present including bidders.
- Any kind of discounts offered shall be mentioned in the bid opening document clearly.

5.1.2.5. Tender Evaluation

- The criteria to be used in the evaluation of tenders and the award of contracts shall be made known to all bidders and not be applied arbitrarily.
- The purpose of tender evaluation is to determine substantially responsive tender with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award.
- The bid/ tender price read out at the bid opening shall be adjusted at the time of evaluation with correction for any arithmetical errors for the purpose of evaluation with the concurrence of the bidder/contractor. Where there is a discrepancy between the rates in figures and in words, the rate in words will prevail. Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will prevail.
- The conditional discounts offered by the bidder shall not be taken into account for evaluation.

- The purchaser shall prepare a detailed report on the evaluation and comparison of tenders setting forth the specific reasons on which the recommendation is based for the award of the contract.

5.1.2.6. Tender Annulment

In certain cases, award of the contract may not be possible, therefore, the Company may, instead of awarding the contract on the basis of the Tender Procedure, annul the Tender procedure or decide to recommence the procedure. Annulment of Tender Procedure takes place if: -

- No tender is responsive to the Tender Document;
- No tender satisfies the criteria for award of the contract (see below);
- The economic or technical data of the procurement have been altered;
- Exceptional circumstances, or force majeure, make the performance of the contract impossible
- Every tender received exceeds the financial resources earmarked for the contract;
- The tenders contain irregularities resulting in interference with the normal play of market forces.
- There has been no competition.

It is understood that in cases where annulment is possible, recommencement is also possible. In all cases of annulment of the Tender Procedure, the Company shall inform the Tenderers, immediately release their Tender Guarantee (if applicable), and in case tenders have not yet been opened, return these to the Tenderers. The same applies where the procedure is not annulled but to be recommenced

5.1.3. AWARD OF CONTRACT

The procedure followed for awarding work, supplies or services contracts depends largely on the amount of money involved in the procurement. In addition, the basic principle governing the award of contract is competitive tendering.

The purpose is twofold: - (a) to ensure transparency of operations and (b) to obtain the desired quality of services, supplies or works at the best possible price. These rules are aimed at guaranteeing the widest possible participation, on equal terms, in tender procedures and contracts.

In the case of grant funding, or specific lines of credit, these procedures are replaced by the eligibility and performance criteria required by individual donors/financiers.

The relevant provisions of these procedures shall be adapted to those applied by donors whenever such donors fund particular procurements and as highlighted in an MOU.

Consideration must also be given to the VAT and other taxes status of its suppliers.

The 3 Pro-forma Procedure

The 3 Pro-forma Procedures shall be used in the awarding of procurement contracts for values below 1,000,000. At least three separate quotations will be obtained from prospective reputable suppliers to the item (s) required.

This procedure may be carried out at regular intervals outside of an actual procurement process to ensure that the Company maintains up-to date information regarding market prices of fast

moving consumables such as stationery, vehicle spare part, etc. quotations obtained in this way may be filed and retrieved whenever procurement of such goods/services is required.

Solicitation of quotations may be made verbally or in writing. However, the technical specification of the required supplies, works or services must be made in writing to enable the exact specifications (brand names, sizes, weight, colour, country of origin etc.) to be reflected in the quotations.

Suppliers must be informed of the need for the quotations to contain information on unit prices, total price for the units quoted, and additional costs like VAT, insurance and freight. Quotations must also indicate the period for which they are valid.

The Company Tender Committee, will prepare a written evaluation. This shall include an analysis of the price, quality, delivery time, reliability of the supplier, etc. this evaluation, to which shall be attached the relevant supporting documents and a duly signed recommendation for tender award, shall be forwarded for the final approval of the CEO.

The primary selection criteria for awarding the contract will be in the basis of the 'most advantageous' of the received quotations fulfilling the required specifications. A number of criteria may be taken into account in determining which bidder is the most advantageous. For supply contracts, the lowest bid with acceptable delivery and after sales proposals is normally selected.

Any selected bid must be within the available budget and procurement authority.

The Tender Procedure

The procedure of closed tenders must be used for procurement of works, supplies and services whose value does not exceed Ushs. 5,000,000.

For procurements valued up to 10,000,000, a simplified procedure for the awarding of contracts may be followed whereby, the Tender Guarantee and the Performance Guarantee may be left out of the tender procedure. However, for procurement valued above 10,000,000 a Tender Guarantee and a Performance Guarantee or a 10% of the contract price retention may be provided for.

Tender Documents shall contain all provisions and information for the interested or invited Tenderers on all that is relevant for the purposes of obtaining a contract. These documents will contain information regarding procedures to be followed, documents to be submitted, and methods for tender evaluation and for the award of contracts.

The full procedure of tendering includes the following steps: -

- a) Preparation and publication of the tender document;
- b) Submission and receipt of tenders;
- c) Opening of tenders;
- d) Requests for clarification;
- e) Preliminary evaluation of responsiveness of tenders.
- f) Technical and financial evaluation;
- g) Selection;
- h) Preparation of evaluation report and proposal for the award of contract;
- i) Annulment or recommencement of the tender procedure;
- j) Notification of award, and informing of unsuccessful Tenderers;
- k) Conclusion of the contract.

Tender documents will usually comprise the following documents depending on the level of expenditure and the procurement method use: -

- **Instructions to Tenderers.** These contain all practical information needed for making a bid as well as information on the type of Tender Procedure, Type of contract, and conclusion of the contract;
- **Description of the method for the evaluation of the Tenders.** This description provides the Tenderers with the information on the relevant procedure and criteria, including the weighing attached to each criterion in case of Service Tenderers;
- **Relevant sets of conditions.** This refers to general and special conditions which amend, or most often, complete the general conditions and depends on the donor, or financial institution from which the funds are sourced;
- **Technical specifications, drawings and/or terms of reference.** These define the scope and technical requirements of the contract, including the type and quality of material and equipment, the standards of workmanship or the qualifications and experience p]of experts. As far as technical specifications for the materials, products and equipment are concerned, it is important that specifications refer to or are based on international standards, or in their absence, to the possibility of offering equivalent quality so as to ensure equal conditions and as wide participation as possible.
- **Note for applicable tax and customs arrangements (if applicable)**
- **Price breakdown and Bill of Quantities.** The price breakdown form will help Tenderers submit sufficient details of the prices of the various components of their bid and in such a way that the various bids can be easily compared;
- **Form for Tender Guarantee (if applicable).** A Tender Guarantee assures the seriousness of an offer by the Tenderers and is generally to be required from Tenderers for supply tenders. It should not be less than 1% of the amount of the Tender but not more than 2%. The Tender Guarantee may be called up if Tenderers withdraws their tender during the period of the validity of his/her tender or if they fail to sign the contract or to furnish the Performance Guarantee.
- **Form for Performance Guarantee (if applicable).** The successful Tenderers should give this Guarantee for full performance of the contract with 30 days after the date he/she receives the notification that the contract has been awarded to him/her.
- **Contract Form.** The Company will use standard contracts for all types of contract.

The final selection for awarding contracts shall award the 'most advantageous bidder' among the received bids that are responsive to the requested specifications. The selection criteria specified in each individual tender constitutes the decisive criteria.

The Company LCC in an Evaluation Report shall record tender evaluation proceedings. This report is to be made public and may be communicated to all Tenderers on request. The whole evaluation process up to notification of the award to the successful Tender should take place within the tender validity period.

Evaluation and Closure of contracts

After receiving the Performance Guarantee from a successful Tenderers (whenever applicable), and having informed the unsuccessful Tenderers, the Company shall award the contract to the winning Tenderers who shall sign it within 30 days of receipt. After the signing of the contract by all parties involved, the Company will return the Tender Guarantee to the contracted Company.

5.1.4. DISCLOSURE

Procurements, information on pre- qualification and award of contract shall be displayed on the WENIP's Notice Board or WENIPs website on quarterly basis.

5.2. PROCUREMENT OF SERVICES

5.2.1. INTRODUCTION

Procurement of services includes training, workshops, research and studies, hiring of procurement agents, hiring of consultants and other similar contracting.

5.2.2. METHODS FOR PROCUREMENT OF SERVICES

5.2.2.1. *Quality and Cost Based Selection (QCBS)*

This method shall be used in competitive process among shortlisted firms that takes into account the quality of the proposals and the cost of the services in the selection of the successful firm. The relative weight to be given to the quality and cost shall be determined for each case depending on the nature of the assignment.

5.2.2.2. *Quality- Based Selection (QBS)*

This method shall be appropriate for the following types of assignments:

- Highly specialized assignments for which it is difficult to define precise TOR and the required input from the consultants.
- Assignments that have a high downstream impact and in which the objective is to have the best experts.
- Assignments that can be carried out in substantially different ways, such that proposals will not be comparable.

5.2.2.3. *Selection Under a Fixed Budget (FBs)*

This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The Request for Proposal shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. Evaluation of all technical proposals shall be carried out first as in the 4.2.1.0 method. Then the price proposals shall be opened in public and prices shall be read out aloud. Proposals that exceed the indicated budget shall be rejected. The Consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract.

5.2.2.4. *Least- Cost Selection (LCS)*

This method is only appropriate for selecting consultants for assignments of a standard or routine nature (audits, engineering design of noncomplex works,) where well- established practices and standards exist. Under this method, a "minimum" qualifying mark for the "quality" is established. Proposals, to be submitted in two envelopes, are invited from a short list. Technical proposals are opened first and evaluated. Those securing less than the minimum qualifying mark are rejected, and the financial proposals of the rest are opened in public. The firm with the lowest price shall then be selected.

5.2.2.5. Selection Based On The Consultants' Qualifications (CQ)

This method may be used for small assignments for which the need for preparing and evaluating competitive proposals is not justified. In such cases, prepare the TOR, request expressions of interest and information on the consultants' experience and competence relevant to the assignment, establish a short list, and select the firm with the most appropriate qualifications and references. The selected firm shall be asked to submit a combined technical- financial proposal and then be invited to negotiate the contract.

5.2.2.6. Single- Source Selection (SSS)

Single- source selection of consultants does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single- source selection shall be used only in exceptional cases.

Single- source selection may be appropriate only if it presents a clear advantage over competition:

- For tasks that represent a natural continuation of previous work carried out by the firm.
- In emergency cases, such as in response to disasters and for consulting services required during the period of time immediately following the emergency,
- For very small assignments, or
- When only one firm is qualified or has experience of exceptional worth for the assignment.
- Any other circumstance that the board may determine for selection of this method.

5.2.2.7. Selection of Individual Consultants

Individual consultants are employed on assignments for which

- a. Teams of personnel are not required,
- b. No additional outside professional support is required, and
- c. The experience and qualifications of the individual are the paramount requirement.

When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a firm.

Individual consultants are selected on the basis of their qualifications for the assignment. Advertisement and submission of proposals may not be required. Consultants shall be selected through comparison of qualifications of at least three candidates among those who have

expressed interest in the assignment or have been approached directly. Individuals considered for comparison of qualifications shall meet the minimum relevant qualifications.

Individual consultants may be selected on a sole-source basis with due justification in exceptional cases such as: (a) tasks that are a continuation of previous work that the consultant has carried out and for which the consultant was selected competitively; (b) assignments with total expected duration of less than six months; (c) emergency situations resulting from natural disasters; and (d) when the individual is the only consultant qualified for the assignment.

5.2.3. THE SELECTION PROCESS

The selection process shall include the following steps,

- Preparation of the Terms of Reference (ToR)
- Preparation of cost estimate and the budget
- Advertisement for Expression of Interest (EOI) ie (to be used when WENIPs has no knowledge about the firms who could take up the assignment)
- Evaluation of EOI to shortlist Four firms
- Preparation and issue of Request for Proposal (RFP) to short listed firms
- Receipt of proposals
- Opening and Evaluation of technical proposals
- Public opening of financial proposals of firms technically qualified
- Combined evaluation of technical and financial proposals
- Negotiations and award of the contract to the selected firm

5.2.3.1. Preparation of The Terms Of Reference (TOR)

The Terms of Reference developed will include:

- A precise statement of background and objectives
- An outline of the tasks to be carried out
- A schedule for completion of tasks
- The support/inputs provided by the client
- The final outputs that will be required of the Consultant
- Composition of Review Committee (not more than two members) to monitor the Consultant's works
- Review of the Progress Reports required from Consultant
- Review of the final draft report
- List of key positions whose CV and experience would be evaluated.

5.2.3.2. Preparation of Cost Estimate

The Cost Estimates or Budget should be based on the assessment of the resources needed to carry out the assignment, staff time, logistical support, and physical inputs (for example, vehicles, office space and equipment). Costs shall be divided in two broad categories,

- a) Fee or remuneration
- b) Reimbursable costs (Disbursements)

5.2.3.3. Advertisement

Advertisement is issued in widely published newspapers, public notice boards, radio stations and publicly accessible media to obtain expression of interest for the contract. In addition, contracts expected to cost more than Ush. 10,000,000 shall be advertised in national newspaper. And company website.

5.2.3.4. Evaluation and Shortlisting

If the assignment has been advertised and expressions of interest received, EOIs shall be evaluated to shortlist five firms. The short listing of five firms must be based on the eligibility criteria's defined in ToR.

5.2.3.5. Preparation and issuance of the request for proposals.

This shall include:

- Letter of Invitation
- Instructions to Consultants with Data Sheet
- Technical Proposal
- Financial proposals.
- Terms of Reference (ToR)
- Standard Forms of contract

5.2.3.6. Receipt of Proposals

The time allowed for submission of proposal shall depend on the assignment, but normally shall not be less than two weeks or more than three months. The firms may request clarifications about the information provided in the Request for proposal. The clarifications must be given in writing and copy to all the firms. The technical and financial proposals shall be submitted at the same time but in different sealed envelopes. The technical proposals shall be opened immediately by the committee, after the closing time for submission of proposals. The financial proposals shall remain sealed until opened publicly. Any proposals received after the closing time shall be returned unopened.

5.2.3.7. Evaluation of Proposals

The evaluation of the proposals will be in two stages first quality and then cost. Financial proposals shall be opened only after completing the technical evaluation.

The total score shall be obtained by weighing the quality and cost scores and adding them. The Weight for the cost shall be chosen, taking into account the complexity of the assignment and the relative importance of quality. The weight for cost shall normally be 20 points out of a total score

of 100. The proposed weightings for quality and cost shall be specified in the Request for Proposal. The firm obtaining highest total score shall be invited for the negotiations.

5.2.3.8. Negotiations and Award of Contract

- a) Negotiations shall include discussions of the TOR, the methodology, staffing, Wenip's inputs, and special conditions of the contract. These discussions shall not substantially alter the Original TOR or the terms of the contract, lest the quality of the final product, its cost, and the Relevance of the initial evaluation be affected. Major reductions in work inputs should not be made solely to meet the budget. The final TOR and the agreed methodology shall be incorporated in "Description of Services," which shall form part of the contract.
- b) The selected firm should not be allowed to substitute key staff, unless both parties agree. If this is not the case, the firm may be disqualified and the process continued with the next Ranked firm. The key staff proposed for substitution shall have qualifications equal to or better than the key staff initially proposed.
- c) Financial negotiations shall include clarification of the consultants' tax liability and how this tax liability has been or would be reflected in the contract. As Lump- Sum Contracts payments are based on delivery of outputs, the offered price shall include all costs (staff time, overhead, travel, hotel, etc.). Consequently, if the selection method for a Lump- sum contract included price as a component, this price shall not be negotiated. In the case of Time- based. A down payment of not more than 50% may be agreed by the consultant during the negotiation process.
- d) If the negotiations fail to result in an acceptable contract, the client shall terminate the Negotiations and invite the next ranked firm for negotiations. The Board shall be consulted prior to taking this step.

5.2.3.9. Types of Contracts

Lump Sum Contract:

This should be used for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined. Payments are linked to outputs (deliverables), such as reports, drawings, and bills of quantities, bidding documents, and software programs. Lump sum contracts are easy to administer because payments are due on clearly specified outputs.

Time- Based Contract

This type of contract shall be appropriate when it is difficult to define the scope and the length of services, either because the services are related to activities by others for which the completion period may vary, or because the input of the consultants required to attain the objectives of the

assignment is difficult to assess. This type of contract is Payments are based on agreed hourly, daily, weekly, or monthly rates for staff and on reimbursable items using actual Expenses and/or agreed unit prices. This type of contract shall include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen work and duration, and provision for price adjustments, where appropriate. Time-based contracts need to be closely monitored and administered by the WENIPS to ensure that the assignment is progressing satisfactorily and that payments claimed by the consultants are appropriate.

6.0. PROCUREMENT DOCUMENTATION AND MANAGEMENT

At a minimum, procurement records must clearly show how the Organization:

- Executed price sampling for small purchases;
- Selected the method of procurement and the type of contract to be used;
- Determined which bids or proposals to accept and which to reject; and
- Determined the basis for the contract cost or price.

The following procurement documents should be kept and properly filed so that it can be easily retrieved for audit purposes.

Standard documents (internally generated)

- Purchase requisition
- Local Purchase Order
- Goods Received Notes
- Payment Requisition
- Payment Voucher
- Purchase decision record (or equivalent)

Source Documents (from suppliers)

- Quotations and pro/forma invoices or records of telephone quotes obtained
- Proposals (eg for consultancy services)
- Contracts (eg for services)
- Invoices
- Goods Delivery notes
- Receipts

Other documents needed for reference

- Budgets
- Grant agreements
- List of authorized suppliers
- Ethical procurement policy
- Minutes of Board of Directors and Management Contract Committee meetings

- The Company will use two types of documents for making procurements, namely: order Letter and contracts.

Order Letters

An Order Letter, sometimes referred to as Local Purchase Order (LPO) is a confirmation of an offer made by a supplier. In the offer from the supplier, the conditions of the sale are specified. No uniform performance criteria exist for the performance of an LPO. However, the most important conditions in this type of document includes: Supply description: the supply description mentioned in the LPO should be as specific as possible, on the basis of the initial pro-forma invoice or quotation.

Delivery period: the delivery period has to be specified in the pro-forma invoice or quotation. Most often, it is calculated from the day of confirmation of the order (date of order letter), to the date mentioned on the original Delivery Note, signed by the recipient. The Delivery Note serves as a supporting document for payment.

Payment procedure

The condition of payment is specified on the LPO. Payments will always be done on the items mentioned in the LPO, in the case of LPOs, no possibilities are available for advance payments. Any other performance related issue, such as warranty period, and after- sales service associated with this type of all procurement shall be clearly mentioned on the pro-forma invoice or on the quotation.

Local Purchase Order shall be issued by the Company in confirmation of procurement of items valued at between. However, in every special circumstances, Supply Contracts may be issued instead of LPOs especially when the supplier needs an advance payment.

LPOs and Supply Contracts

The major differences between LPOs and Supply Contracts include: -

- Contracts are legally binding since they are signed by all the contracting parties;
- The performance of contracts is determined by the conditions mentioned in the contract, and not by the conditions on the pro-forma invoices or on the quotation;
- Contracts may contain sets of General Regulations, which relate to the rules and regulations applying up to the conclusion of the contract. There may also be a set of Special Conditions, which add to, or amend the General Conditions. This normally applies to donor-financed procurements.
- Both the Contracting Authority and the Supplier sign the Supply Contract. After awarding the contract, 2 copies of the contract document shall be sent to the Supplier for signing. Only after the Supplier signs the contract does the applicable Contracting Authority sign it. It is only when all parties to a contract have signed it that it becomes a legally binding document.
- The performance of a contract shall be determined by what is mentioned in it and not by the terms and conditions mentioned in the pro-forma invoice, the quotation, or in the tender bid.
- On receipt of the good supplied, an authorized member of the Company staff receiving the good shall sign a Delivery Note, or a copy of the invoice. The quantity and quality of goods shall be checked and confirmed with the LPO/contract details before the goods are received. Shortages and returns shall be appropriately notified to the supplier and the delivery note annotated to that effect.

Contract Administration

There shall be a proper system of contract administration to ensure proper oversight and management of procurement actions. Management/ Board is responsible for evaluating Contractor performance and documenting, as appropriate, whether contractors have met the terms, conditions and specifications of the contract. This may include progress inspections, Interim products, inspection of goods delivered, and other such methods that provide assurance that the goods or services purchased are being delivered within the scope of the contract.

The Organization's contract administration system must ensure that:

- The method of procurement is documented and records maintained for five years after final payment is made;
- All activities are carried out and costs are incurred in compliance with applicable requirements; and
- Before payment is made, services performed are adequate and consistent with the contract.

VALUE THRESHOLD

Procurement of Services

Expenditure Category	Threshold per contract	Procurement Method
Professional services, training, workshops etc.	(a) More than shillings 15 million equivalent per contract.	Quality and Cost Based Selection Would comprise entirely of national consultants for all contracts below Ushs 50million
	(b) More than Shs 10Million and up to Ushillings 15 million equivalent	Quality and Cost Based Selection Or Selection based on a Fixed Budget Or Selection Based on Least Cost Basis.
	c) From Shs 3 million equivalent or less than 10 million per contract	Selection Based on Least Cost Basis Or Selection based on Consultant's Qualification Or Selection based on a Fixed Budget
	(d) Below 3 million per contract.	Selection based on Single Source Selection basis.
Operation & Maintenance Cost	e) Expenses incurred on maintenance of equipment, vehicles and buildings, hiring cost of vehicles and offices, and consumables may be Executed by: Each package not exceeding Ush. 1000,000 or on the basis of shopping.	Shopping Direct Contracting

PROCUREMENT OF GOODS AND CIVIL WORKS

Expenditure Category	Threshold per contract	Procurement Method
Civil Works	Civil Works estimated to cost equal or less than the equivalent of US 5million per contract may be executed by: i) Fixed Price contract ii) Unit/Piece Rate System through qualified contractors	Shopping
	Civil Works estimated to cost equal or more than the equivalent of UGX 5 million per contract	(Opening) Competitive Bidding
	Civil Works estimated to cost equal or less than UGX 1million per contract	Direct Contracting
Procurement of Fixed assets(Equipment, furniture , software etc)	UGX 1million equivalent or less per contract	Shopping.
	Contracts of more than or equivalent to UGX 1 million but less than Ushs. 15 million equivalent.	National Competitive Bidding
	More than Ushs 15 million	International Competitive Bidding
Minor Items	Minor items like stationery, office supplies cost to Ushs 0.5million equivalent or less per contract	Direct Contracting

SUMMARY OF PROCUREMENT PROCESSES

OPEN TENDER AND INTERNATIONAL COMPETITIVE BIDDING

Important Aspects	Description
Standards & Technical Specifications	<ol style="list-style-type: none"> 1. The bid documents shall include generally accepted standards of technical Specifications. 2. Unbiased technical specification shall be prepared with no mention of brand names and catalogue numbers. 3. The functional performance, design, quality, packaging and additional requirements should be clearly spelt out in the specifications. 4. The specifications should be generic and should not appear to favour a particular brand or supplier. 5. Preparation of technical specifications, bill of quantities and civil drawings must be completed before tendering. Specifications for the items to be procured should be drawn up in every case with clarity. 6. No deviations from the specifications after opening of tender

	should be allowed.
Advertisement	<ol style="list-style-type: none"> 1. Invitation shall be published in at least one Newspaper of national coverage, radio stations, public notice books 3. The advertisement should also be placed at the project website and notice board.
Time for Submission of Bids	<ol style="list-style-type: none"> 1. Not less than 2 weeks for National complete bidding 2. Not less than 6 to 8 weeks for International bidding
Bid Security	<ol style="list-style-type: none"> 1. bid security to be deposited by the bidders shall be a specified amount for each packing/ schedule/ item as indicated in the bid document. 2. It shall normally be 2- 5% of the estimated cost of the goods or 1% of the estimated cost of work. 3. The money shall be in form of cash or cheque or draft deposited on WENIPS Designated bank account. 5. The money for unsuccessful bidders shall be refunded soon after the final acceptance of tenders. 6. The money shall be forfeited in the event of withdrawal of the tender within the original validity once submitted or in case a successful bidder fails to provide the performance security and fails to execute necessary agreement within the period specified or for submitting false, incorrect or misleading information.
Performance Security Deposit	<ol style="list-style-type: none"> 1. Tender documents for works and goods shall require performance security in an amount sufficient to protect the implementing agency in case of breach of contract by the contractor/supplier. 2. This shall be in the form of a bank guarantee or any other specified instrument and amount should be specified in the tender document. 3. The amount of performance security shall normally be 5% for goods/ works, of contract price (valid till 30 days after the date of expiry of defect liability period or the guarantee/ warranty period as the case may be). 4. The performance security deposit shall be refunded within one month of the completion of supply of goods/ works or after the expiry of defects liability/guarantee/warranty period (as mentioned above). 5. The performance security deposit may be forfeited in case any terms and conditions of the contract are infringed or the bidder fails to make complete supply satisfactorily or complete the work within the delivery/completion period agreed in the contract without prejudice to the purchaser's right to take further remedial actions in terms of the contract and bidding documents which formed part of the contract.
Retention Money	<ol style="list-style-type: none"> 1. In contracts for works, normally 10% of contract price shall be recovered as retention money. 2. 50% of such retention money shall be repaid to the Contractor on completion of the whole of the works and balance 50% shall

	be repaid after the expiry of the defects liability period on certification by the Engineer that all defects notified to the contractor before the end of the period have been corrected
Pre- Bid Conference	<p>1. A pre- bid conference (date/venue to be indicated in the IFB published in newspapers etc. and bid document) may be arranged wherein potential bidders may meet with the representatives of the implementing authority to seek clarifications on the tender documents.</p> <p>2. Copy of minutes of the pre- bid conference should be furnished to the bidders who had already purchased the bid documents and also supplied along with the bid document sold to the parties purchasing the document subsequent to the pre- bid conference on-sight and is considered further for evaluation.</p>
Examination of Tenders	<p>1. The Procurement Committee entrusted with evaluation of tenders shall ascertain whether the tenders:</p> <ul style="list-style-type: none"> • Meet the eligibility requirements specified; • Have been properly signed; • Are accompanied by the required fee and valid for the period specified in the tender document; • Have quoted for the entire schedule/packing and are in the required currency as indicated in the bid documents; • Are substantially responsive (commercially and technically) to the tender documents; and • Have the technical and financial capability as per specified tender evaluation criteria to successfully execute the contract. For ensuring financial capacity a minimum turnover requirement should be indicated in bid document. Bank statements or bank certificates may also be requested to authenticate financial capacity • Are otherwise generally in order. <p>2. If the bidder meets the above stipulations indicated in the bid documents, it is determined as substantially responsive and is considered further for evaluation.</p> <p>3. Historical data in relation to the tender like annual reports, turn over details, etc, if not received along with the bidder, can be requested from the bidder after opening of bids and should be submitted within a reasonable time span.</p>
Post- Qualification of Bidders	<p>1. In case the pre- qualification of the bidders has been carried out, and the tenders have been issued to the pre- qualified bidders, the tenders shall be recommended for award on the basis of being lowest substantially responsive bids.</p> <p>2. If bidders have not been pre- qualified, the implementing agency shall determine whether the bidder whose bid has been determined to offer the lowest evaluated cost has the technical capability and financial resources to effectively carry out the contract as offered in the bid.</p> <p>3. The criteria to be met shall be set out in the tender documents, and if the bidder does not meet them, the bid shall be rejected.</p>

	<p>4. In such an event, the implementing agency shall make a similar determination for the next- lowest evaluated bidder and so on.</p>
Validity of Tender	<p>1. Bidders shall be required to submit tender valid for the period specified in the tender documents.</p> <p>2. Normally, in case of NCB/ ICB, the bid validity period shall not exceed 90 days after the date of bid opening</p>
Validity Extension of Tenders	<p>1. As far as possible contract should be finalized within the original validity of the offers mentioned in the tender document.</p> <p>2. An extension of bid validity, if justified by exceptional circumstances with the approval of next higher authority, shall be requested in writing from all bidders (of valid tenders only) before the expiry date.</p> <p>3. Bidders shall have the right to refuse to grant such an extension without forfeiting their Money, but those who are willing to extend the validity of their bid shall also be required to provide a suitable extension of Money as specified in the tender document.</p>
Rejection of All Tenders	<p>1. Tender documents usually provide that implementing agency may reject all tenders.</p> <p>2. Rejection of all tenders is justified when none of the tenders are substantially responsive. However, lack of competition shall not be determined solely on the basis of the number of bidders.</p> <p>3. If all tenders are rejected, the implementing agency shall review the causes justifying the rejection and consider making revisions to the conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new tenders.</p> <p>4. If the rejection of all tenders is due to lack of competition, wider advertising shall be considered. If the rejection is due to most or all of the tenders being nonresponsive, new tenders may be invited.</p> <p>5. Rejection of all tenders and re- inviting new tenders, irrespective of value shall be referred to the next higher authority for approval than the authority that approved the issue of tender or to the head of the unit. Before re- inviting tenders the specifications may be reviewed for revision, if any.</p>
Repeat Orders (Goods/ Equipment)	<p>1. Quantities in contracts awarded may be increased up to 20% of the quantity originally ordered by repeat orders after recording reasons, provided that such orders shall be given before the date of the expiry of last supply and also subject to the condition that prices have since not reduced and purchases were required on urgency basis.</p> <p>2. If the threshold of 20% is exceeded, prior approval of the Board shall be obtained.</p>

Extension of Contract (Works)	<p>1. Contracts under NCB method may be increased/decreased up to 20% of the quantity originally ordered by amending the order/ contract after recording reasons, provided that such orders shall be given before the date of contractual completion and also subjected that works were required on urgent basis.</p> <p>2. The variation in requirement shall be appropriately indicated in the bid document.</p> <p>3. It should be justifiable on economic grounds/without change in costs.</p>
Rebidding	<p>1. Rebidding shall not be carried out without the prior approval authority</p> <p>2. The system of rejecting the bids falling outside a pre-determined margin or bracket of prices shall not be used</p>
Negotiation	There shall not be any negotiations either for price or terms and conditions of the tender submitted prior to selection
Variations in contracted terms	Subject to justifiable economic conditions and other factors, contract terms including prices, variation in scope of work or specifications, time etc. may be renegotiated provided that it does not affect the quality of works/services. Any such increases/decreases arising therefrom shall not exceed 20% of contracted cost subject to approval of the approval authority.
Confidentiality	After the public opening of tenders, information relating to the examination, clarification, and evaluation of tenders and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with this process until the successful bidder is notified of the award of the contract.
Terms & Methods of Payment	Payment terms for ICB and NCB are provided in the bidding documents and should be followed as it is.
Liquidated Damages	<p>1. Provisions for liquidated damages shall be included in the conditions of contract for the delay in the delivery of goods or completion of works.</p> <p>2. In the case of goods, the liquidated damages shall be calculated at the rate of 0.5% per month of delay to maximum of 5% of the contract value.</p> <p>3. In the case of works, the liquidated damages will be calculated at 0.05% of the contract price per day, subject to a ceiling of 10% of the contract price and shall be levied by way of pre- estimated damages and not by way of penalty.</p>
Fraud & Corruption	<p>Any forms of fraud and corruption shall subject a staff to disciplinary measures subject to applicable policies.</p> <p>For tenderers, fraud and corruption shall lead to immediate disqualification and blacklisting of a bidder</p>

IMPORTANT ASPECTS OF SHOPPING METHOD

Important Aspects	Description
Advertisement	Shall be in Newspapers with national coverage, public notice boards, radio stations and any other publicly accessed media
Minimum Quotations	3 quotations.
Time for Bid Submission	Not less than 2 weeks.
Negotiation prior to selection	There shall not be any negotiations either for price or terms & conditions of the tender submitted with suppliers prior to selection
Validity of Tender	1. Bidders shall be required to submit tender valid for the period specified in the Tender documents. 2. Generally 15 to 30 days for Shopping.
Bid Security	Not required
Examination of Tenders	1. The Procurement Committee/ Member entrusted with evaluation of tenders shall ascertain whether the tenders: <ul style="list-style-type: none"> ▪ Meet the eligibility requirements specified; ▪ Have been properly signed; ▪ Are valid for the period specified in the tender document; ▪ Are substantially responsive (commercially and technically) to the tender documents; and are otherwise generally in order. 2. If the bidder meets the above stipulations indicated in the bid documents, it is determined as substantially responsive and is considered further for evaluation.
Terms & Methods of Payment	Payment terms shall be 90% payment after delivery to the WENIPs and balance 10% after acceptance of the goods or in accordance or expiry of defect liability period.

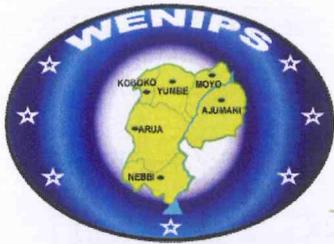
HANDLING PROCUREMENT COMPLAINTS

- In order to deal with the complaints received from the contractors/ suppliers effectively, a complaint handling mechanism shall be available at the board and management level, and immediate action should be initiated on receipt of complaints to redress the grievances.
- All complaints on receipt should be entered in a register. Within 15 days, these complaints should be discussed and mentioned in the evaluation report of the tender. If a complaint is received after award of Contract, it should be discussed on the file and put up to the appropriate authority for a decision.
- All complaints should be handled by the CEO or the Board as appropriate and the allegations made in the complaints should be enquired into. If allegations are found correct, appropriate remedial measures should be taken by the higher administrative authorities.
- If an individual staff is found responsible, appropriate disciplinary proceedings should be initiated, against such staff under the applicable conduct rules stipulated in the Human Resource Manual.

- An appropriate response should also be sent to the complainant.

7.0.LAWS GOVERNING THE CONTRACT

- All company contracts shall be governed by the laws of Uganda in force.
- The courts of the place from where the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.
- Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.



WEST NILE PRIVATE SECTOR DEVELOPMENT PROMOTION CENTRE LTD (WENIPS)

Promoting the Private Sector for Sustainable Development

8.0. KEY DOCUMENTS AND FORMS

Management is tasked with the responsibility of developing and coming up with different documents and forms required to implement the policy. These include among others, templates for:

- Procurement plan
- Invitation for quotation
- Quotation
- Goods received note
- Letter of acceptance
- Agreement
- Bill of quantities
- Certificate
- Contract monitoring Report

APPENDICES
APPENDIX 1: SCHEDULE OF OFFENSES AND PENALTIES

SNO	NATURE OF OFFENCE	STAGES			
		1	2	3	4
1.	ABSENCE FROM DUTIES Absence without leave (AWOL). This includes tardiness and unauthorized delay in returning from lunch and break periods, or in returning after leaving work station on official business; unauthorized departure or absence from duty station	Verbal warning	Written warning	Final written warning	Dismissal
	Late reporting to work (in the morning, during breaks or from the field)	Verbal warning	Written warning	Final written warning	Dismissal
	Absence for continuous periods of up to 2 working days	Written warning	Final written warning with salary deduction	Dismissal	N/A
	Excessive absence for continuous periods between 3 - 9 working days	Dismissal	N/A	N/A	N/A
	Abscondment or absenteeism for 10 or more continuous working days	Written warning	Written warning with salary deductions	Written warning with salary deductions	Dismissal
	Failure to follow established leave procedures	Written warning	Written warning with salary deductions	Written warning with salary deductions	Dismissal
	Failure to provide administratively acceptable documentation to support absence(s)/leave(s)	Written warning	Written warning with salary deductions	Written warning with salary deductions	Dismissal
2.	UNSATISFACTORY WORK PERFORMANCE				
	Failure to meet stipulated deadline	Verbal warning	Verbal warning	Written warning	Written warning with up to 1 week's worth of salary deduction
	Failure to meet performance target/outputs (quantity criteria)	Verbal warning	Written warning	Final written warning	Dismissal
	Failure to meet performance standards (quality criteria)	Verbal warning/ performance based payments	Written warning/ performance based payments	Final written warning	Dismissal
	Failure to meet performance based targets	Written warning	Written warning	Final warning/ performance based payments	Dismissal/ performance based payment
	Failure to take/complete officially-authorized/directed/sponsored training	Written warning	Written warning	Refund of fees paid by company	N/A
3.	INDISCIPLINE				
	Failure to observe safety rules	Written warning	Final written warning	Dismissal	N/A
	Reporting to or being on duty while "under the influence" of alcohol/drugs	Verbal warning	Final written warning, 7 days suspension with salary deduction	Dismissal	N/A
	Unauthorized use and/or possession of alcoholic beverages/drugs while on company premises (or vehicle).	Verbal warning	Final written warning, 7 days suspension with salary deduction	Dismissal	N/A
	Operating a company vehicle or motorcycle while "under the influence" of alcohol/drugs	Written warning	Final written warning, 7 days suspension with salary deduction	Dismissal	N/A

	Refusal or failure to provide a required specimen for alcohol/drug-testing by an authorized body/person	Written warning	Final written warning, 7 days suspension with salary deduction	Dismissal	N/A
	Refusal to carry out lawful and reasonable instructions	Written warning	Written warning with 7 days suspension with equivalent salary deduction	Dismissal	N/A
	Failure to follow established channels or procedures	Verbal warning	First written warning	Final written warning	Dismissal
	Misuse of organisational resources	Verbal warning, 7 days suspension with equivalent salary deduction	Final written warning	Dismissal	N/A
	Giving false evidence	Written warning	Written warning, 7 days suspension	Dismissal	N/A
	Inappropriate dressing, use of language etc.	Verbal warning	Written warning	Written warning	Dismissal
	Engaging in prohibited outside employment or private business activities.	Dismissal	N/A	N/A	N/A
	Failure to disclose conflict or potential conflict of interest	Written warning	Written warning	Dismissal	N/A
4.	SUPERSTITIOUS BEHAVIOUR				
	Performing of unauthorized spiritual, religious and cultural rituals, practices and ceremonies at work place	Dismissal	N/A	N/A	N/A
	Performing disruptive spiritual, religious and cultural prayers, activities etc. at work place	Dismissal	N/A	N/A	N/A
	Bringing to office premises unauthorized spiritual, religious and cultural relics	Dismissal	N/A	N/A	N/A
5.	DISORDERLY BEHAVIOR				
	Sleeping or loafing while on duty; inattention to duty; willful idleness while on duty.	Verbal warning	Written warning	Written warning	Dismissal
	Riotous behaviour	Dismissal	N/A	N/A	N/A
	Fighting or causing a fight at work	Dismissal	N/A	N/A	N/A
	Assault	Dismissal	N/A	N/A	N/A
	Indulging in rough and unruly behaviour at work	Final written warning	Dismissal	N/A	N/A
	Threatening violence	Final written warning	Dismissal	N/A	N/A
	Use of abusive language	Written warning	Final written warning	Dismissal	N/A
	Sexual harassment (Misconduct of a sexual nature that includes, but is not limited to, unwelcome sexual remarks, indecent comments/jokes, offensive sexual banter, unwanted sexual advances, or unwelcome physical touching.	Written warning	Dismissal	N/A	N/A
	Unlawful discrimination against staff or clients	Written Warning	Final Written Warning	Dismissal	N/A
	Issuing unauthorized press statements	Final written warning	Dismissal	N/A	N/A
	Disclosure of Confidential information to unauthorized people	Final written warning	Dismissal	N/A	N/A
	Sabotage of the property of the contracting authority	Dismissal	N/A	N/A	N/A
	Falsification/misrepresentation of official records or documents including, but not limited to, time and attendance records,	Written warning or summary dismissal	Written warning or summary dismissal	N/A	N/A

		depending on severity of the offence	depending on severity of the offence	depending on severity of the offence
	travel vouchers, job applications, performance appraisals, claims for benefits, and other employment-related documents.	Written warning	Written warning	Dismissal
6.	MISUSE OF AUTHORITY, PROPERTY AND MISREPRESENTATION Prohibited/improper use of company property (e.g., office equipment; supplies; facilities; credentials; records; communication resources; cellular phones; official time) Improper/misuse of the Internet or electronic mail; using the Internet/electronic mail for unauthorized purposes. Unauthorized possession/sale (actual or attempted) of company property Negligence, loss or damage to company property Willful damage to company property Unauthorized removal of property from company premises (theft) Misappropriation of property of company authority Falsifying documents Accepting bribes or commission Defrauding (or attempt) the company or beneficiaries Approving a transaction beyond one's authorized authority limit	Written warning Verbal warning Dismissal Final written warning Dismissal Dismissal Dismissal Dismissal Written warning/dissmissal depending on gravity of the offence	Written warning Written warning N/A Dismissal with costs N/A N/A N/A N/A Written warning/dissmissal depending on gravity of the offence	Dismissal Written warning N/A N/A N/A N/A N/A N/A N/A
7.	ILLEGAL INDUSTRIAL ACTION Strike action or incitement to strike Intimidation	Final written warning Final written warning	Dismissal Dismissal	N/A N/A
8.	INFORMATION MANAGEMENT Improper or unauthorized release of sensitive and administratively-controlled information e.g. employee records; failure to safeguard classified material, unauthorized release of interview questions to potential applicants etc. Intentional release Unintentional release	Written warning	Final Written warning	Dismissal N/A
9.	OTHERS Engaging (on-duty or off-duty) in criminal, infamous, dishonest, or notoriously disgraceful conduct prejudicial to the organisation's repute	Written warning Verbal warning	Written warning Written warning	Dismissal Dismissal
10.	SUPERVISORY MISCONDUCT Taking, directing others to take, recommending or approving any action which may be considered a "prohibited personnel practice" (e.g., reprisal against whistleblowers, discrimination based on race, color, gender, age, religion, national origin, marital status, political affiliation, sexual orientation or handicapping condition). Taking reprisal action against an employee for exercising rights	Dismissal in public interest Written warning	N/A Written warning	N/A Dismissal

provided under labour laws of Uganda					
Neglecting to recommend/take corrective action upon receipt of information regarding the job-related misconduct of a subordinate employee.	Verbal warning	Written warning	Written warning	Written warning	Dismissal
Failure to appropriately monitor employee use/misuse of company resources	Written warning	Written warning	Written warning	Dismissal	N/A
Misconduct of a sexual nature that includes, but is not limited to, unwelcome sexual remarks, indecent comments/jokes, offensive sexual banter, unwanted sexual advances, or unwelcome physical touching	Dismissal	N/A	N/A	N/A	N/A
Engaging in prohibited partisan political activity (e.g., partisan campaigning, soliciting/receiving political contributions).	Written warning	Written warning	Dismissal	N/A	N/A
Willfully using or authorizing the use of a company vehicle for other than official purposes.	Written warning	Written warning	Dismissal	N/A	N/A

This Table provides a list of common infractions, along with a suggested range of penalties for each; it does not presume to cover all possible offenses, nor does it mandate the use of specific penalties in most disciplinary situations. The range of penalties described in the Table is intended to serve as a guide to discipline, not a rigid standard, and deviations are allowable for a variety of reasons. Greater or lesser penalties than suggested may be imposed as circumstances warrant, and based on a consideration of mitigating and aggravating factors. Management must exercise reasonable judgment and consider all relevant factors in determining the most appropriate corrective action for each situation. Any penalty determination outside the suggested range should be based upon a reasonable consideration of many factors and the rationale documented in the decision notice.

The use of this Table as a guide will help to ensure appropriateness of penalty in relation to the charge(s), as well as relative consistency in discipline throughout the company. The fact that a particular offense is not listed in the Table does not mean that the employee cannot be charged with that offense. In such instances, a reasonable penalty can be determined by a comparison to those offenses listed in the Table. Verbal warnings herein include oral warnings, counseling, and other corrective actions which may be more appropriate for correcting minor offenses. Progressively stronger corrective actions should be taken if an employee repeatedly engages in misconduct. When an employee receives corrective action for an offense which falls under one range of penalties, and later commits a different offense under the same or another category of offense, the latter is considered a second offense for progressive disciplinary purposes. For example, if an employee is charged with absence without leave (AWOL) and is issued a written warning letter, then is later charged with insubordination for subsequent misconduct, the appropriate penalty range for the insubordination charge is a second stage action. In addition to a management-initiated corrective action, an employee also may be subject to criminal prosecution when there is evidence of a possible statutory violation.