



National council of sports

The Republic of Uganda

**STANDARD BIDDING DOCUMENT FOR THE PROCUREMENT OF NON-CONSULTANCY
SERVICES UNDER RESTRICTED INTERNATIONAL BIDDING**

**Subject of Procurement: Re-tender for Management and commercialization of Hoima
City Stadium**

Procurement Reference Number:

NCS/NCONS/26-27/00011

Date of Issue:

7th October, 2026

Preface

This Standard Bidding Document (SBD) for Procurement of Non-Consultancy Services 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 using the Open, Restricted Domestic and International bidding methods. The procedures and practices presented in this SBD have been developed in accordance with the Public Procurement and Disposal of Public Assets Act Cap 205, the Regulations thereunder and best international procurement practices as adopted from development partner documents.

In addition to the procurement methods above, the document can be used under the direct procurement method with appropriate modifications.

A user guide has been prepared to provide guidance to public officials on the correct use of the SBD as a model for preparing individual bidding documents before they are issued for bidding.

The Public Procurement and Disposal of Public Assets Authority welcomes any feedback on this SBD that would support its improvement. Feedback can be addressed to info@ppda.go.ug or at the contact below:

**The Executive Director
Public Procurement and Disposal of Public Assets Authority**

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List of Acronyms

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

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National council of sports
Plot 2-10 Coronation Avenue - Lugogo

ABRIDGED BID NOTICE UNDER OPEN INTERNATIONAL BIDDING

1. National Council of Sports invites sealed bids from eligible bidders for:

<i>No.</i>	<i>Procurement Reference Number</i>	<i>Subject matter of Procurement</i>	<i>Bid Securing Declaration</i>
	NCS/NCONS/26-27/00011	Re-tender for Management and commercialization of Hoima City Stadium	30 th April, 2027

2. The bidding document(s) shall be inspected and issued at the National Council of Sports
3. The deadline for bid submission shall be at the National Council of Sports at 11:00 AM on 5th November, 2026
4. The detailed bid notice is available on the Entity's website at the National Council of Sports website
5. The National Council of Sports is regulated by the Public Procurement and Disposal of Public Assets Authority.

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Baale Muhamadi Waladde
Accounting officer

Standard Invitation to Bidders

BID NOTICE UNDER OPEN INTERNATIONAL BIDDING

Date: 7th October, 2026[Re-tender for Management and commercialization of Hoima City Stadium] – NCS/NCONS/26-27/00011

1. The National Council of Sports has allocated/received funds to be used for the management and commercialization of Hoima City Stadium
2. The Entity invites sealed bids from eligible bidders for the provision of the non-consultancy services.
3. Bidding shall be conducted in accordance with the procedures 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. Bidding shall be conducted in accordance with the procedures contained in the Public Procurement and Disposal of Public Assets Act, Cap 205.
5. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 8(a) from the National Council of Sports, effective 9:00 am to 5:00 pm.
6. 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 50,000. The method of payment will be <https://ura.go.ug/en/domestic-taxes/make-a-payment/>.
7. Bids must be delivered to the address below at 8(c) at or before *5TH November, 2026 at 11:00 am*. All bids must be accompanied by a Bid Securing declaration. Bid Securing declaration must be valid until *[30th April, 2027]*. Electronic bidding will not be permitted. 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) at 11:30 am at the National Council of Sports.
8. There shall be a pre – bid meeting/ site visit on the dates indicated in the proposed schedule in this notice.
9. Bidders should note the following:
 - a. Documents may be inspected at: National Council of Sports – Plot 2-10 Coronation Avenue
 - b. Documents will be issued from: National Council of Sports – Plot 2-10 Coronation Avenue
 - c. Bids must be delivered to: National Council of Sports – Plot 2-10 Coronation Avenue. Address of bid opening: National Council of Sports – Plot 2-10 Coronation Avenue
10. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
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a.	Issue of invitation to Bid	<i>6th October, 2026</i>
b.	Pre- bid/Site visit meeting date	<i>16th October, 2026</i>
c.	Bid closing date	<i>5th November, 2026</i>
d.	Opening date of technical bids	<i>5th November, 2026 at 11:30 am</i>
e.	Evaluation of technical bids	<i>(Within 7 working days from opening technical bids)</i>
f.	Opening date of financial bids	<i>Within 1 day after the contracts committee approval of the technical evaluation report</i>
g.	Evaluation of financial bids	<i>(Within 3 working days from opening financial bids)</i>
e.	Display and communication of best evaluated bidder notice	<i>(Within 5 working days from Contracts Committee award)</i>
f.	Contract Signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder notice and Attorney General's approval).</i>

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- a. Any queries should be addressed to **National Council of Sports, Plot 2-10 Coronation Avenue, Lugogo.**
2. Please prepare and submit your Bid in accordance with the Instruction to Bidders in Part 1 or inform the undersigned if you will not be submitting a Bid.

Signature:

Name: Baale Muhamadi Waladde

Position of Authorised Official: Accounting Officer

PART 1. Bidding Procedures

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Section 1: Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The PDE (Procuring and Disposing Entity), indicated in the Bid Data Sheet (BDS), invites bids for the provision of the Non-Consultancy Services as described in the BDS. The Instruction to Bidders (ITB) should be read in conjunction with the BDS. The subject and procurement reference number and number of lots in this bidding document are provided in the BDS.
- 1.2 Throughout this bidding document:
 - a. "Competent authority" means a government office which has the mandate to perform a specified function.
 - b. "In writing" means communicated in written form with proof of receipt.
 - c. If the context so requires, singular means plural and vice versa; and
 - d. "Day" means working day.
- 1.3 Procurement will be undertaken in compliance with the Public Procurement and Disposal of Public Assets Act, Cap 205 and Public Procurement and Disposal of Public Assets Regulations.
- 1.4 Where an electronic or digital version of the bidding document is issued by the PDE through the eGP System, the electronic or digital version of the bidding document is the original version. In the event of any discrepancy between the electronic or digital version and the printed hard copy, the electronic or digital version shall prevail. The bidding document issued through email and other forms with the exception of eGP shall be authenticated by the PDE.

2. Source of Funds

- 2.1 The PDE indicated in the BDS has an approved budget towards the cost of the procurement named in the BDS. The PDE intends to use these funds to place a contract for which this bidding document is issued.
- 2.2 Payments will be made directly by the PDE or other financing party and shall be subject to the terms and conditions of the resulting contract.

3. Corrupt and Fraudulent Practices

- 3.1 It is the Government of Uganda's policy and the legal framework to require that PDEs, as well as Bidders and Providers, to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of the above:
 - a. The PPDA Act defines the following as:
 - i. "Corrupt practice" includes the offering, giving, receiving, or soliciting, of anything of value, to influence the action of a public official in the procurement process or in contract execution;
 - ii. "Fraudulent practice" includes misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the PDE, and includes collusive practices among bidders prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition;
 - c. The PDE will reject a recommendation for award if the bidder recommended for award has engaged in corrupt or fraudulent practices; and

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- d. PPDA shall suspend a provider from engaging in any public procurement proceedings for a stated period of time in accordance with the PPDA Act Cap 205 and the Regulations made under the Act, if the provider has engaged in corrupt or fraudulent practices.
- 3.2 In pursuit of the policy defined in ITB Sub-Clause 3.1, the PDE may terminate a contract for non-consultancy services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the PDE or of a bidder or provider during the procurement or the execution of that contract.
- 3.3 In further pursuit of the policy defined in ITB Sub-clause 3.1, the PPDA requires representatives of both the PDE and of Bidders and 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.
- 3.4 Any communication between a bidder and the PDE related to matters of alleged fraud or corruption must be made in writing and PDE copied to PPDA.

4. Eligible Bidders

- 4.1 A bidder, and all parties constituting the bidder, shall meet the following criteria to be eligible to participate in public procurement:
- a. The bidder has the legal capacity to enter into a contract;
 - b. The bidder is not:
 - i. Insolvent;
 - ii. In receivership;
 - iii. Bankrupt; or
 - iv. Being wound up
 - 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);
 - e. The bidder has fulfilled his or her obligations to pay taxes and social security contributions; and
 - f. The bidder is not a member of the Contracts Committee or an employee of the PDE.
- 4.2 A bidder may be a physical or artificial person, such as an entity that is a private entity, government- owned enterprise or institution. A combination of persons can bid if they have an agreement to form a Joint Venture (JV) that is not legally constituted. Such a bid shall include a Power of Attorney from each party authorizing a representative to conduct all business for and on behalf of the party during the bidding process, contract execution and contract execution. Each party to the JV shall be a signatory to the contract with the PDE and shall be jointly severally liable.
- 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.

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- 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 the bidder:
- a. Has controlling shareholders in common; or
 - b. Receives or has received any direct or indirect subsidy from any of the them; or
 - c. Have the same legal representative for purposes of this bid; or
 - d. Has 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 PDE regarding this bidding process; or
 - e. Submits more than one bid in this bidding process except for alternative bids permitted under ITB 16. However, this does not limit the participation of subcontractors in more than one bid, or as bidders and subcontractors simultaneously.
- 4.5 A bidder that is suspended by the PPDA or an international agency of which Uganda is a member at the date of the deadline for bid submission or thereafter before contract signature shall be disqualified.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the PDE, as the PDE shall reasonably request.
- 4.7 To establish eligibility in accordance with ITB 4, a bidder shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.
- 4.8 A bidder whose circumstances in relation to eligibility change during a procurement process or during the implementation of a contract, shall immediately inform the PDE to take appropriate action where necessary.
- 4.9 All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

5. Qualification of the Bidder

- 5.1 To establish its qualifications to perform the contract, the bidder shall complete and submit the Qualification Form provided and the information and documents stated in Section 3, Evaluation Methodology and Criteria. All bidders shall provide in Section 4, Bidding Forms, a preliminary description of the proposed services and schedule as necessary.
- 5.2 The qualifications of the best evaluated bidder will be assessed as part of a post-qualification in accordance with ITB Clause 48.

6. Joint Ventures

- 6.1 Bids submitted by a JV shall include a copy of the JV agreement signed by all parties to the JV Agreement or the intent to enter into such an agreement supported by a letter of intent signed by all parties. Where the bidder presents an intent to enter into a JV Agreement is awarded as the best evaluated bidder, it shall submit a registered JV Agreement prior to contract signature.
- 6.2 In addition to the requirements under ITB 9, bids submitted by a JV of two or more firms

as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- a. The bid shall include all the information listed in Section 3, Evaluation Methodology and Criteria for each partner.
- b. The bid shall be signed so as to be legally binding on all partners;
- c. All partners shall be jointly and severally liable for the implementation of the contract in accordance with the contract terms;
- d. One of the partners will be nominated as being in charge and receive instructions for and on behalf of any and all partners; and
- e. The implementation of the entire contract shall be by the JV

7. One Bid per Bidder

Each bidder shall submit only one bid, either individually or as a partner in a JV. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the bids with the bidder's participation to be rejected.

8. Cost of Bidding

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

9. Documents Comprising the Bid

- a. The Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clause 15;
- b. A Beneficial Ownership Form;
- c. A Bid Security or a Bid Securing Declaration, in accordance with ITB Clause 22;
- d. Written confirmation authorising the signatory of the bid to commit the bidder, in accordance with ITB Clause 23
- e. Documentary evidence in accordance with ITB Clause 19 establishing the bidder's eligibility to bid;
- f. Documentary evidence in accordance with ITB Clause 20 establishing the bidder's qualifications to perform the contract if its bid is accepted;
- g. The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.3; and
- h. Any other document(s) required in the BDS.

10. Site Visit and Pre-Bid Meeting

- 10.1 The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the site where the services are to be provided and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the site shall be at the bidder's own expense.
- 10.2 The bidder and any of its authorized personnel or agents shall be granted permission by the PDE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the PDE and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

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- 10.3 If so indicated in the BDS, the PDE will hold a pre-bid meeting or site visit at the time, date and location specified in the BDS to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 10.4 Bidders may submit any questions in writing to the Entity prior to the date of the meeting and may also orally raise questions at the meeting.
 - 10.5 Minutes of the pre-bid meeting, if any was held, including the text of the questions asked by bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have acquired the bidding documents. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the PDE exclusively through the issue of an Addendum pursuant to ITB 13 and not through the minutes of the pre-bid meeting. Unless otherwise indicated in the BDS, non-attendance at the Pre-bid meeting/site visit shall not cause disqualification of a bidder.

11. Language of Bid and Communications

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

12. Content of the Bid

- 12.1 Unless obtained directly from the PDE, the PDE is not responsible for the completeness of the bidding documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the bidding documents.
- 12.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its bid all information and documentation required by the bidding documents.

13. Clarification of Bidding Document

A bidder requiring any clarification of the bidding document shall contact the PDE in writing at the PDE's address indicated in the BDS. The PDE will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. The PDE shall forward copies of its response to all bidders who have acquired the bidding document directly from it, including a description of the inquiry but without identifying its source. Should the PDE deem it necessary to amend the bidding document as a result of a clarification, it shall do so by issuing an addendum.

14. Amendment of Bidding Document

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

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- 14.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the PDE shall extend the deadline for submission of bids by a reasonable period in the event that less than one third of the bidding period remains after the issuance of the addendum.

15. Bid Submission Sheet and Price Schedules

- 15.1 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:
- a. The reference of the bidding document and the number of each addendum received;
 - b. A brief description of the Services and Related Supplies 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 of nationality of the bidder;
 - 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; except for alternative bids in accordance with ITB Clause 16;
 - j. Confirmation that the bidder has not been suspended by the Authority;
 - k. ESHS Code of Conduct for bidder's Personnel;
 - l. Environment and Social Management Plan (ESMP); and
 - m. An authorised signature
- 15.2 The bidder shall submit the Price Schedule for Services and Related Supplies, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:
- a. The item number;
 - b. A brief description of the Services or Related Supplies to be offered;
 - c. Their country of origin and percentage of Ugandan or East African Community content;
 - d. Customs duties and all taxes paid or payable in Uganda; and
 - e. An authorised signature.

16. Alternative Bids

- 16.1 Alternative bids shall not be considered unless otherwise indicated in the BDS.
- 16.2 Where permitted, alternative bids do not need to conform precisely to the Statement of Requirements, but must -
- a. meet the objectives and/or performance requirements prescribed in the Statement of Requirements;
 - b. be substantially within any delivery or completion schedule, budget or other performance parameters stated in the solicitation document; and
 - c. clearly state the benefits of the alternative bid over any solution which conforms precisely to the Statement of Requirements, in terms of technical performance, price, operating costs or any other benefit.
- 16.3 A bidder may submit both a main bid which conforms precisely to the Statement of

Requirements and an alternative bid.

- 16.4 Where a bidder submits more than one bid, each bid shall be submitted as a completely separate bid and shall conform to the instructions for preparation and submission of bids in its own right, without any reliance on any other bid. In particular, each bid shall be separately signed, authorised, sealed, labelled and submitted in accordance with the instructions for submission of bids and shall be accompanied by a separate Bid Security or Bid Securing Declaration, if so required. Such bids shall be labelled "main bid" and "alternative bid".
- 16.5 The evaluation of alternative bids shall use the same methodology, criteria and weights as the evaluation of main bids, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the SORs.

17. Bid Prices and Discounts

- 17.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 15.1(c) shall be the total price of the bid, excluding any discounts offered.
- 17.2 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 15.1(d).
- 17.3 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 33.

18. Currencies of Bid and Payment

- 18.1 Unless otherwise specified in the BDS, bid prices shall be quoted in Uganda Shillings.
- 18.2 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, the bidder shall utilize the source of funds of the rate of exchange specified in the BDS to express its offer. The source, date and type of exchange rate shall be indicated in ITB 38.
- 18.3 Where the BDS allows bidders to quote in currencies other than Uganda Shillings, bidders may be required by the PDE to clarify their foreign currency requirements and to substantiate that the amounts included in the lump sum and in the SCC are reasonable and responsive to ITB 18.2.

19. Documents Establishing the Eligibility of the Bidders

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.

20. Documents Establishing the Qualifications of the Bidder

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.

21. Bid Validity

- 21.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall

be rejected by the PDE as non-compliant while a bid valid for a longer period than the date specified in the BDS shall not be rejected.

- 21.2 Prior to the expiration of the bid validity period, the PDE may request bidders in writing to extend the period of validity of their bids. The bidder may at his or her own discretion extend the bid validity period where the PDE delays to request the bidder to extend the bid validity and the validity period is likely to expire before completion of the procurement process. If a Bid Security or Bid Securing Declaration is requested in accordance with ITB Clause 22, it shall also be extended for a period corresponding to the extension of the bid validity. In case of a bid security, such extension shall be undertaken by use of a bid securing declaration. A bidder may refuse to extend its bid validity period without forfeiting its Bid Security or Bid Securing Declaration. A bidder who extends the validity period of its bid shall not be required or permitted to modify its bid.

22. Bid Security or Bid Securing Declaration

- 22.1 The bidder shall furnish as part of its bid either a Bid Security or a Bid-Securing Declaration as specified in the BDS in original form and, in case of a Bid Security, in the amount and currency specified in the BDS.
- 22.2 If a Bid Security is specified pursuant to ITB 22.1, the Bid Security shall be a demand guarantee/ an on demand bid bond in the amount specified in the BDS and denominated in Uganda Shillings and shall:
- a. Be issued by a reputable financial/insurance institution selected by the bidder from Uganda. For bidders outside Uganda, the security shall be issued by a corresponding financial/ insurance institution in Uganda that shall be liable.
 - b. Be in the form of the bid security included in Section 4, Bidding Forms;
 - c. Be discharged by the financial/insurance institution immediately upon written demand by the PDE in case the conditions stated in the bid security are invoked;
 - d. Be included in the bid or submitted with the bid and shall be in its original form - copies will not be accepted.
- 22.3 The Bid Security or Bid Securing Declaration shall be submitted using the appropriate form included in Section 4, Bidding Forms and shall be valid until the date specified in the BDS.
- 22.4 Any bid not accompanied by appropriate Bid Security or Bid Securing Declaration shall be rejected by the PDE as non-compliant.
- 22.5 The Bid Security or Bid Securing Declaration of all bidders shall be returned as promptly as possible once the successful bidder has signed the contract and provided the required Performance Security and ESHS performance Security where applicable.
- 22.6 For a JV, the Bid Security or Bid-Securing Declaration must be issued in either the names of all the parties or any of the parties to the JV.
- 22.7 The Bid Security may be forfeited or the conditions of the Bid Securing Declaration executed in the following circumstances:
- a. If a bidder withdraws its bid during the period of bid validity specified by the bidder in the Bid Submission Sheet or during any extension thereto;
 - b. If the successful bidder fails to:
 - i. Sign the contract in accordance with ITB Clause 47; or

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- ii. Furnish any Performance Security and ESHS Performance Security in accordance with ITB Clause 50.

23. Format and Signing of Bid

- 23.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 9 and clearly mark it "ORIGINAL." In addition, the bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 The original and all copies of the bid shall be 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.
- 23.3 The bid shall contain no alterations or additions, except those to comply with instructions issued by the PDE, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 23.4 A JV shall under a Power of Attorney appoint a representative to conduct all business for and on its behalf during the bid preparation, bidding process and contract execution in case of award of the contract.
- 23.5 Bidders whose bids will not be authorized as provided under this ITB, shall be taken as not properly authorized and shall be disqualified.
- 23.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

24. Preference Schemes

If a margin of preference applies as specified in accordance with ITB Clause 42, domestic bidders, individually or in JV, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB Clause 42.

25. Reservation Schemes

If a reservation scheme applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

26. Preparation of Bids

- 26.1 Bidders are required to prepare and submit separate technical and financial Bids. The Bid submission method shall be a one stage-two envelope method, unless otherwise specified in the BDS. The one stage-two envelope submission method requires a bidder to submit a single envelope containing two separately sealed envelopes, labelled technical and financial Bids which are opened on different dates at separate Bid openings.
- 26.2 A pre-Bid meeting will be held where indicated in the BDS. Attendance at the pre-Bid meeting is optional.

27. Professional Staff

- 27.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the BDS. The Bid shall, however, be based on the number of professional staff-months estimated by the Bidder.
- 27.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Bidder or have an extended and stable working relationship with the Bidder.
- 27.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements, preferably working under conditions similar to those prevailing in Uganda.
- 27.4 The Bidder and the professional staff shall confirm their availability for the assignment using the Forms included in **Section 4, Bidding Forms**.
- 27.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position
- 27.6 As the determination of the Best Evaluated Bid will be based, among other factors, on an evaluation of proposed key professional staff, the PDE expects to award a contract on the basis of the experts and specialists named in the Bid.
- 27.7 The PDE will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the Bid without confirming their availability, the Bid may be rejected.

28. Technical Bid

- 28.1 The technical Bid shall provide information using the standard forms contained under **Section 4:1.1 to 4.1.11 of the Bidding Forms**. The additional information required includes the following;
 - a. Written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Sub-Clause 25.2;
 - b. A beneficial ownership form;
 - c. Documentary evidence in accordance with ITB Clause 21 establishing the Bidder's eligibility;
 - d. Documentary evidence in accordance with ITB Clause 22 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - e. ESHS Code of Conduct for Bidder's personnel;
 - f. Environmental and Social Management Plan (ESMP); and
 - g. Any other additional information or documents requested in the BDS.
- 28.2 The technical Bid shall not include any financial information.

29. Financial Bid

- 29.1 The financial Bid shall list all costs associated with the assignment, using the following standard forms contained in **Section 4, Bid Forms**:
 - a. Financial Bid Submission Form (Section 4:2.1);
 - b. Summary of Bid Price (Breakdown of Lump Sum) (Section 4:2.2);
 - c. Breakdown of Fees (Section 4:2.3);
 - d. Breakdown of Reimbursables (Section 4:2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation);
 - e. Breakdown of Miscellaneous Expenses (Section 4:2.5), printing of documents, etc.;
 - f. Any additional information requested in the BDS.

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- 29.2 The Five year total cash in flow shall be broken down into the following cost components using the appropriate forms:
- a. Fees;
 - b. Reimbursable costs; and
 - c. Miscellaneous expenses.
- 29.3 Where indicated in the BDS, the Five year total cash in flow shall be broken down into the separate activities indicated in **Section 6, Statement of Requirements** with the cost elements in ITB Sub- Clause 18.2 expressed for each activity

B. Submission and Opening of Bids

30. Sealing and Marking of Bids

- 30.1 The original and all copies of the technical Bid shall be placed in a sealed envelope clearly marked "Technical Bid," and the original and all copies of the financial Bid in a separate sealed envelope clearly marked "Financial Bid". The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected
- 30.2 The envelopes containing the technical and financial Bids shall:
 - a. Bear the name and address of the Bidder;
 - b. Be addressed to the PDE in accordance with ITB Sub-Clause 31.1; and
 - c. Bear the Procurement Reference Number of this procurement process.
- 30.3 The financial Bid shall also bear a warning "Do Not Open with the technical Bid".
- 30.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 30.5 The outer envelope shall:
 - a. Bear the name and address of the Bidder;
 - b. Be addressed to the PDE in accordance with ITB Sub-Clause 31.1;
 - c. Bear the Procurement Reference Number of this procurement process; and
 - d. Bear a warning not to open before the time and date for Bid opening.
- 30.6 If all envelopes are not sealed and marked as required, the PDE will assume no responsibility for the misplacement or premature opening of the Bid.

31. Deadline for Submission of Bids

- 31.1 Bids must be received by the PDE at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 31.2 The PDE may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB Clause 14, in which case all rights and obligations of the PDE and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

32. Late Bids

The PDE shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 31. A bid that is brought to the location of submission of bids after

the closing date for submission or which is submitted after closing date shall not be received by the PDE but shall be labelled "LATE", and returned unopened to the bidder or destroyed, where the bid is not labelled with the name of the bidder.

33. Withdrawal and Replacement of Bids

- 33.1 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 23.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
- a. Submitted in accordance with ITB Clause 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and
 - b. Received by the PDE prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 31.
- 33.2 The PDU shall verify that the withdrawal is by the bidder or the bidder's representative.
- 33.3 Bids requested to be withdrawn in accordance with ITB Sub-Clause 33.1 shall be returned unopened to the bidder.
- 33.4 No bid may be withdrawn or replaced after the deadline of bid submission.
- 33.5 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 33.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

34. Opening of technical bids

- 34.1 The PDE shall conduct the Bid opening in the presence of Bidders' designated representatives who choose to attend on the date, at the time and address specified in the BDS. Any specific electronic Bid opening procedures required where electronic bidding is permitted in accordance with ITB Sub-Clause 34.1 shall be specified in the BDS.
- 34.2 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.
- 34.3 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.
- 34.4 All technical Bids shall be opened one at a time, reading out: the name of the Bidder; the presence of a PSD, if required; and any other details as the PDE may consider appropriate. No Bid shall be rejected at the Bid opening except for late Bids, in accordance with ITB Clause 32.
- 34.5 Only envelopes that are opened and read out at the Bid opening shall be evaluated.
- 34.6 The financial Bids shall remain sealed until the time and date notified for the opening of the financial Bids. Evaluators of technical Bids shall have no access to the financial Bids until the

detailed evaluation is concluded and the result established.

- 34.7 The PDE shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder's, the presence or absence of a PSD where required, whether a Power of Attorney was submitted and any other information that is required to be stated at the public opening as indicated in the request for Bids. The Bidder's 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 request and displayed on the PDE's Notice Board within three working days from the date of the Bid opening, for a minimum of one week.
- 34.8 The original Bids shall be kept in the custody of the Accounting Officer and where there is a discrepancy at evaluation of the Bids, reference shall be made to the original in the custody of the Accounting Officer.

C. Evaluation of Bids

35. Confidentiality

- 35.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated bidder (BEB) is displayed.
- 35.2 Any attempt by a bidder to influence the PDE in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 35.3 Notwithstanding ITB Sub-Clause 35.2, from the time of bid opening to the time of contract award, if any bidder wishes to contact the PDE on any matter related to the bidding process, it should do so in writing.

36. Evaluation of Bids

- 36.1 The PDE shall use the criteria and methodologies listed in Section 3, Evaluation Methodology and Criteria. No other evaluation criteria or methodology shall be permitted. By applying the set criteria and methodology, the PDE shall determine the Best Evaluated Bid.
- 36.2 If bidders are allowed to quote separate prices for different lots, the methodology to determine the Best Evaluated Bid for a lot shall be as specified in Section 3, Evaluation Methodology and Criteria.

37. Clarification and changes of Bids

- 37.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the PDE may, at its discretion, ask any bidder for a clarification of its bid, including breakdowns of unit rates or prices. Any clarification submitted by a bidder that is not in response to a request by the PDE shall not be considered. The PDE's request for clarification and the bidder's response shall be in writing and copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to reflect the price of a missing or non-conforming item or component, in accordance with ITB 39.
- 37.2 If a bidder does not provide clarifications of its bid by the date and time set in the PDE's request for clarification, its bid shall be rejected.

38. Compliance and Responsiveness of Bids

- 38.1 The PDE's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself and the findings recorded after a due diligence and/or post-qualification if conducted.
- 38.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a. Affects in a substantial way the scope or quality of the services and related supplies to be procured;
 - b. Affects the ability of the bidder to perform the proposed contract; or
 - c. Impacts the key factors of a procurement, including cost, risk, time and quality and causes -

- i. Unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
- ii. Unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or
- iii. Unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

38.3 If a bid is not substantially compliant and responsive to the bidding document, it shall be rejected by the PDE and may not subsequently be made compliant and responsive by the bidder by correction of the material deviation, reservation, or omission.

39. Nonconformities and Omissions

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

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

39.3 Provided that a bid is substantially compliant and responsive, the PDE shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the bid price using the highest price from other bids submitted.

40. Preliminary Examination of Bids – Eligibility and Administrative Compliance

- 40.1 The PDE shall examine the legal documentation to establish the eligibility of the bidders and to verify the validity and authenticity of the documents submitted by the bidder.
- 40.2 If after the examination of eligibility, the PDE determines that the bid is not compliant, it shall reject the bid with the exception of rectification of omission in accordance with ITB 39.
- 40.3 The PDE shall confirm that the following administrative compliance documents and information have been provided in the bid. If any of these documents or information is missing or contrary to the requirements in the bidding document, the bid shall be rejected:
- a. The Bid Submission Sheet duly signed by the authorised representative of the bidder, including:
 - i. A brief description of the Services and related supplies offered;
 - ii. The appropriate duration of the bid;
 - b. The Price Schedule;
 - c. A Power of Attorney;
 - d. A Bid Security or Bid Securing Declaration, whichever is applicable in the appropriate form and amount;
 - e. The correct validity date of the bid; and
 - f. Separately sealed financial Bid;
- 40.4 Eligibility and administrative compliance shall be determined on a pass or fail basis and a bid which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

41. Detailed Evaluation

- 41.1 The PDE shall evaluate the technical bids on the basis of the bidder's responsiveness to the Terms of Reference (ToR), applying the evaluation criteria, sub-criteria, and methodology specified in **Section 3, Evaluation Methodology and Criteria**. A bid shall be rejected at this stage if it does not respond to important aspects of the ToR or if it fails to achieve any minimum technical score indicated in **Section 3, Evaluation Methodology and Criteria**.
- 41.2 The PDE may, where so indicated in the BDS, conduct interviews with the key staff stated in the BDS. The expected method and date of interview shall be as indicated in the BDS. All costs associated with any interviews shall be for the account of the Bidder (s) concerned. Bidders shall be provided with adequate notice of any interviews planned.
- 41.3 The bid proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in **Section 3, Evaluation Methodology and Criteria**.

42. Opening of Financial Bids

- 42.1 After the detailed evaluation is completed, the PDE shall notify those bidders whose bids did not qualify for the financial opening. The PDE shall on request provide the bidder whose bid is disqualified at the technical evaluation stage with a debrief which shall state the score awarded to the bid at the technical evaluation reasons why their bid was disqualified and the weakness of the bid against the evaluation criteria. The debrief shall be provided within two working days of a request by the bidder. The financial bids of the disqualified bidders will be returned unopened after the PDE has signed a contract with the successful bidder.
- 42.2 The PDE shall simultaneously notify the bidder (s) whose Bids passed the technical evaluation stage, indicating the date and time set for the opening of financial Bid (s). The opening date shall not be sooner than three working days after the notification date. The notification will be sent in writing.
- 42.3 The financial Bid (s) shall be opened in the presence of the bidders' representatives who choose to attend. The name of the bidder, the technical score, and the Bid price (s) shall be read out and recorded when the financial Bid (s) are opened. The PDE shall prepare minutes of the public opening.

43. Currency and Exchange Rate

- 43.1 Unless otherwise specified in the BDS the currency that shall be used for evaluation purposes for all bids shall be Uganda Shillings.
- 43.2 The exchange rate shall be the prevailing Bank of Uganda selling exchange rate at the date of bid submission deadline.

44. Financial Comparison of Bids

- 44.1 The PDE shall financially compare each financial bid that has been opened.
- 44.2 To financially evaluate a bid, the PDE shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 44.3 To financially compare bids, the PDE shall:
- Correct any non-conformity or omission that is not an arithmetic error;
 - Apply any discounts offered in accordance with ITB Sub-Clause 15.1(d);
 - Make adjustments for any deviation that is not a material deviation in accordance with ITB Sub-Clause 39.3;
 - Convert all bids to a single currency in accordance with ITB Clause 43;
 - Apply any margin of preference where applicable; and
 - Determine the total evaluated price of each bid.
 - The Bid price;
 - Adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 39.3; and
 - Adjustments due to the application of a margin of preference.

45. Abnormally Low Bids

- 45.1 An abnormally low bid is one where the bid price, in combination with other elements of the

bid, appears so low that it raises material concerns as to the capability of the bidder in regards to the bidder's ability to perform the contract for the offered bid price or that genuine competition between bidders is compromised.

- 45.2 In the event of identification of a potentially abnormally low bid, the PDE shall seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bid document.
- 45.3 After evaluation of the price analyses, in the event that the PDE determines that the bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the PDE shall reject the bid.

46. Unbalanced and/or Front-loaded bids

- 46.1 The PDE shall for the lowest evaluated bid price consider a price that appears to:
- Be unbalanced;
 - Shows a misunderstanding of the requirements; or
 - Is intended to front load earnings.
- 46.2 If the bid, which results in the lowest evaluated bid price, is seriously unbalanced, shows a misunderstanding of the requirements or front loaded in the opinion of the PDE, the PDE may require the bidder to produce detailed price analyses for any or all items of the terms of reference, to demonstrate the internal consistency of those prices with the schedule proposed and any other requirements of the bid document.
- 46.3 After the evaluation of the information and detailed price analyses presented by the bidder, taking into consideration the schedule of estimated contract payments the PDE may as appropriate:
- Accept the bid; or
 - Require that the total amount of the Performance Security to be increased at the expense of the bidder to a level not exceeding a 30% of the contract price; or
 - Agree on a payment mode that eliminates the inherent risk of the PDE paying too much for undelivered works; or
 - Reject the bid.
- 46.4 The PDE reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the PDE will not be taken into account in bid evaluation, unless otherwise specified in Section 3, Evaluation Methodology and Criteria.
- 46.5 The estimated effect of any price adjustment conditions under Clause 33 of the GCC during the period of implementation of the contract, will not be taken into account in bid evaluation, unless otherwise indicated in Section 3, Evaluation Methodology and Criteria.

47. Margin of Preference

- 47.1 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.

- 47.2 For the purpose of granting a margin of preference, bids will be classified in one of three groups, as follows:
- Group A:** Bids from providers incorporated or registered in Uganda where more than fifty percent of the bidder's shareholding owned by Ugandan citizens or by the Government or a PDE of Uganda;
 - Group B:** Bids from JV registered in Uganda and including a provider qualifying under the conditions in paragraph (a) which holds more than fifty percent beneficiary interest in the JV; and
 - Group C:** All other bids which do not qualify for preference under paragraphs (a) or (b).
- 47.3 Bidders claiming eligibility for a Margin of Preference must complete the declarations in the bid submission sheet and provide the following documentary evidence of their eligibility:
- National Identity Card or copies of biodata passport pages to establish the nationality of the bidder or shareholder;
 - The relevant company forms or its equivalent indicating the shareholding percentages.

48. Post-qualification Evaluation.

- 48.1 The PDE 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.
- 48.3 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 PDE shall proceed to the next best evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 48.4 Post-qualification shall be conducted in accordance to the PPDA Act, Cap 205 but pre-qualification information shall be verified.

49. Determination of Best Evaluated Bid

The PDE shall compare all substantially compliant and responsive bids to determine the best evaluated bid/bid, in accordance with **Section 3, Evaluation Methodology and Criteria**.

D. Award of Contract

50. Award Procedure and Notice of Best Evaluated Bidder

- 50.1 An award decision by the Contracts Committee is not a contract. The bidder with the best evaluated bid shall be awarded the contract following an adjudication by the Contracts Committee.
- 50.2 Negotiations may be held with the best evaluated bidder before award of the contract.
- 50.3 The PDE shall issue a Notice of Best Evaluated Bidder (NOBEB) within five (5) working days after the decision of the Contracts Committee to award a contract, deliver a copy of the notice to all bidders who participated in the bidding process, place such Notice on its notice board for display for ten (10) working days and publish it on the website of the Authority and the website of the Entity where applicable. The computation of the ten (10) working days shall

commence from the next day following the display of the notice. No contract shall be signed within the period of ten (10) working days after the date of display of the best evaluated bidder notice.

51. The PDE's Right to Reject Bids or Cancel the Bidding Process

- 51.1 The PDE reserves the right to reject the bid or to cancel the bidding process at any time prior to contract award, without thereby incurring any liability to bidders. In case of cancellation, all bid securities shall be returned to bidders.

52. Signing of the Contract

On expiry of the ten (10) working days' period after display of the best evaluated bidder notice and upon approval by the Attorney General where applicable, the PDE shall promptly sign a contract with the successful bidder. An award shall be confirmed by the written contract signed by both the bidder and the PDE.

53. Effectiveness of Contract

- 53.1 Failure by the successful bidder to promptly sign the contract shall constitute sufficient ground for annulment of the contract award decision and forfeiture of the Bid Security or execution of the Bid Securing Declaration. In that event, the PDE may award the contract to the next best ranked bidder whose bid was evaluated at the financial comparison stage provided it is still valid.
- 53.2 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the contract.
- 53.3 A contract shall not be entered into by an Accounting Officer with a bidder during the period of administrative review as provided for under the PPDA Act, Cap 205.

54. Debriefing of Bidders

Where a request for debriefing is received from unsuccessful bidders the PDE shall promptly give the bidder a written debrief giving the reasons for the failure of their bid, after the signing of the contract.

55. Performance Security or Performance Securing Declaration and Environmental and Social Performance Security

- 55.1 Within twenty-one (21) days of signing of the contract, the successful bidder shall where applicable, furnish to the PDE a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in the amount stipulated in the SCC and in the form of an on- demand bank guarantee 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.
- 55.2 Failure of the successful bidder to submit the above-mentioned Performance Security and if required in the BDS, the environmental and Social (ES) Performance Security, shall constitute sufficient ground for annulment of the contract award decision. In this case, the successful bidder's Bid Security shall be forfeited or the conditions of the Bid Securing Declaration shall be executed. In that event, the PDE may award the contract to the next best ranked evaluated bidder whose bid was evaluated at the financial comparison stage provided it is still valid.

- 55.3 Where a provider is required to provide a performance security or Performance Securing Declaration, a Bid Security or Bid Bond from that provider shall not be released until a satisfactory performance security is received and verified by the PDE.

56. Administrative Review

- 56.1 A bidder may seek Administrative Review for any omission or breach by the PDE in accordance with the Public Procurement and Disposal of Assets Act, Cap 205, any regulations or guidelines made thereunder.
- 56.2 The PDE shall promptly provide a bidder who seeks administrative review with:
- a. A summary of the evaluation process;
 - b. A comparison of the tenders, Bids, or quotations including the evaluation criteria used;
 - c. The reasons for rejecting the concerned bids; and
 - d. The details of the applicable administrative review fees and the account to which the fees are to be paid.

Section 2: Bid Data Sheet	
Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The PDE is: National Council of Sports
ITB 1.1	The subject of the procurement is: re-tender for management and commercialization of the Hoima City Stadium
ITB 1.1	The Procurement Reference Number is: NCS/NCONS/2026-2027/00011
ITB 10.3	Site visit and Pre-bid Meeting: The PDE shall hold a pre-bid meeting or site visit. If a pre-bid meeting/site visit is to be held, it shall take place at: Location: Hoima City Stadium Date: 16th October, 2026 Time: 11:00am
ITB 11.1	Language of the bid: English
ITB 15.1	Bid Submission Sheet and price schedules: The bidder shall submit with its bid the following additional documents: <i>The list of additional documents should include the following:</i> - Signed Code of Ethical Conduct in business for Bidders and Providers with persons with powers of attorney - Proof of experience for the last 5 years in managing and commercializing stadiums. Three reference letters from existing and previous clients and copies of signed contracts - A complete five-year cash in flow statement duly signed by a person with Power of Attorney - A copy of the trading license for the financial year 2026 or its equivalent - Copy of the certificate of incorporation or its equivalent - Copy of the memorandum of association and articles of association or its equivalent - A special notarized or commissioned and registered power of attorney addressed to the National Council of Sports nominating the person to conduct any transaction on behalf of the company for this specific procurement. - Comments and Suggestions on the Terms of Reference - Copy of the Bidders' references - Bid Securing Declaration valid up to 30th April, 2027 signed with persons with powers of attorney - PPDA Beneficial ownership form signed with persons with powers of attorney - Technical submission sheet duly signed with persons with powers of

Part 1. Section 2. Bid Data Sheet

	attorney in the format attached to the SBD xiii. Curriculum Vitae for Proposed Professional Staff, highlighting qualifications. Using the format provided in this document xiv. Format for confirmation of availability of key professional staff xv. Detailed work plan and methodology for performing the assignment using the format provided in this document xvi. Team Composition and Task Assignments xvii. The bidder shall furnish copies of the audited books of accounts for the last three years - xviii. Financial Bid Submission Form signed by a person with Power of Attorney xix. The technical bid should be submitted in form of a business plan including the following sections: xx. Assessment of the current status of the stadium, including its needs in terms of equipment and other facilities (where applicable) as well as working capital needs for running the stadium. xxi. Market analysis and demand analysis xxii. A detailed operational plan describing how the operator proposes to handle the following: - xxiii. Quality assurance including meeting International Safety & Quality standards xxiv. Waste affluent/environment protection xxv. Suggested facility expansion (Include all missing works) xxvi. Human resource plan including the suggested organization structure, head counts and recruitment plan. - xxvii. Detailed capital expenditure (investment) plan to be done for the first five years to run the facility. - xxviii. Details of working capital to be invested in the first year of operations, specifically to help for buying missing equipment xxix. ESHS Management Strategies and Implementation Plans The bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 15.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, management processes etc. that will be implemented by the bidder, and its subcontractors. In developing these strategies and plans, the bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Statement of Requirements in Section 6.
ITB 16.1	Alternative bids: Alternative bids to the requirements of the bidding documents shall not be permitted.
ITB 17.3	Bid Prices and Discounts: The prices shall be subject to changes since the price quoted will vary depending on the activities held on the stadium

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ITB 18.3	Currencies of bid and payment: Ugandan shillings and paid through the URA portal. https://ura.go.ug/en/domestic-taxes/make-a-payment/generate-a-payment-slip/
ITB 21.1	Bid Validity: Bid must be valid until 18 th March 2027
ITB 22.1	Bid Security: A Bid Securing Declaration shall be required, valid until 30 th April, 2027
ITB 23.1	Format and Signing of bid: In addition to the original of the bid, the number of copies required is: 2 copies
ITB 24	Preference Schemes: Preference scheme <i>shall not</i> apply
ITB 25	Reservation Schemes: The reservation scheme shall not apply
ITB 31.1	Deadline for Submission of Bids: For bid submission purposes only, the PDE's address is: To: Accounting Officer Attention: Procurement Officer Street Address: Plot 2-10 Coronation Avenue Town/City: Kampala P. O. Box: 20077 Country: Uganda Telephone: 0414 254 477/0754054931 Email address: info@ncs.go.ug The deadline for bid submission is:..... Date: 5th November, 2026 Time (local time): 11:00am

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Instructions to Bidders Reference	Data relevant to the ITB
ITB 31.1	Deadline for Submission of bids: Electronic bid submission procedures shall not be allowed The bid closing shall take place at the National Council of Sports Street Address: Plot 2 - 10 Coronation Avenue Town/City: Kampala Country: Uganda Date: 5th November, 2026 Time (local time): 11:00 am
ITB 34.1	Bid Opening: 5th November, 2026 The bid opening shall take place at the National Council of Sports Street Address: Plot 2 - 10 Coronation Avenue Town/City: Kampala Country: Uganda Time (local time): 11:30 am
ITB 37	Clarification and changes of bids: For clarification purposes only the PDE's address is: To: Accounting Officer Attention: Procurement Officer Street Address: Plot 2-10 Coronation Avenue Town/City: Kampala P. O. Box: 20077 Country: Uganda Telephone: 0414 254 477/0754054931 Email address: info@ncs.go.ug
ITB 37.2	Clarification and changes of bids: The PDE will respond to any request for clarification provided that such request is received no later than 30th October, 2026
ITB 43.1	Currency and Exchange Rate: Quoting in other currencies shall not be allowed.
ITB 48.1	Post-qualification shall be carried out in line with the evaluation methodology and criteria specified in Section 3
ITB 47.1	Margin of Preference: A margin of preference shall not apply.
ITB 55.1	Performance Securing Declaration: The successful bidder shall be required to submit a performance securing declaration

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: NCS/NCONS/2026-2027/00011

A. Evaluation Methodology

1. Methodology Used

- 1.1 The evaluation methodology to be used for the evaluation of bids received shall be the Quality Cost Based Selection methodology.

2. Summary of Methodology

- 2.1 The summary of the evaluation methodology complies with the PPDA Act and PPDA Regulations and any changes to this will require PPDA prior approval.
- 2.2 The Quality and Cost Based Selection methodology recommends the highest scoring bid, which is eligible and substantially responsive to the technical and commercial requests of the bid document, provided the bidder is determined to be qualified to perform the contract satisfactorily.
- 2.3 The evaluation shall be conducted in three sequential stages:
- a. A preliminary examination to determine whether the bidder is eligible and to determine administrative compliance with the basic instructions and requirements of the solicitation documents.
 - b. A detailed evaluation to assess:
 - i. Responsiveness to the terms and conditions of the solicitation documents;
 - ii. The technical quality of bids against set criteria on a merit point system, to determine the technical score of each technical bids and to determine which technical bids reach the technical score required;
 - c. a financial comparison to determine the financial score of each financial bid, to weight the technical and financial scores and to determine the total score of each bid.
- 2.4 Failure of a bid at any stage shall prevent further consideration of the bid at the next stage of evaluation. Substantial responsiveness shall be considered a pass at the preliminary examination stage.

B. Preliminary Examination Criteria

3. Eligibility Criteria

Preliminary evaluation shall be carried out on a pass or fail basis. That is failure to meet any of the criteria stated will lead to disqualification of the bidder except where a bid has failed for not providing a historical document and in which the PDE may seek clarification from the bidder.

For avoidance of doubt historical documents are documents which were in existence at the time of bid submission deadline, which for a justified reason was not included in the bid.

Eligibility Criteria

- a. The eligibility requirements shall be determined in accordance with Clause 4 of the ITBs.
- b. The following documentation shall be required to provide evidence of eligibility:
 - a. A copy of the Bidder's Certificate of Incorporation/Registration
 - b. A copy of the Bidder's Trading license for 2026

- c. A copy of the Bidder's income tax clearance certificate in the names of the National Council of Sports
- c. For a Joint Venture (JV) or partnership, the equivalent of the documentation in Section 3:2 shall where applicable be required for the partnership and for each member of the JV or partnership in addition to the following:
 - a. a certified copy of the JV or partnership agreement, legally binding on all parties to the agreement, which shall be registered with URSB for those formed in Uganda and notarized for those formed outside Uganda, and showing that;
 - i. All the partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms;
 - ii. The partner named has been nominated to be in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - iii. The execution of the entire contract, including payment, shall be done exclusively with the partner in charge.

2. Administrative Compliance Criteria

The minimum administrative compliance criteria for all procurement assignments are listed in the bidding document under ITB Clause 40.3 and 40.4 and this is standard and must be met by all bidders. The documentary requirements cannot be changed.

C. Detailed Technical Evaluation Criteria

4. Assessment of Responsiveness

- 4.1 The assessment of responsiveness will consider the following criteria:
 - a. Acceptance of the conditions of the proposed contract;
 - b. Acceptable workplan/activity schedule: and
 - c. Acceptable Environment Social Management Plan where applicable

5. Technical Criteria

- 5.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 41.
 - a. The Technical evaluation criteria and merit point system shall be applied as specified below. The technical bid/bid shall be allocated points which shall range from 70 to 80 out of 100 points. The responsive bid will be given a technical score (Ts) which shall be proportion of the maximum number of points allocated to the technical bid specified below. A bid which fails to score the minimum technical qualifying mark specified below shall be rejected at this stage and shall not be considered at financial evaluation stage.
 - b. Bids shall be evaluated against the broad technical evaluation criteria outlined below and awarded scores not exceeding the maximum points indicated against each criteria:
 - Specific Experience of the provider related to the assignment 10
Proof of experience for the last 5 years in managing and commercializing of stadiums. – 5 points
Four reference letters from existing and previous clients and copies of signed contracts – 5 Points

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- Adequacy of the proposed work plan and methodology - 35
in response to the Terms of Reference.
 - (i) Methodology (20)
 - (ii) Work Plan (15)
 - Operational Efficiency and quality -5 points
 - Financial Viability, Investment, and Projections – 5 points
 - Insurance and business continuity plan – 5 points
- Qualifications and competence of the key staff for The Assignment.

No	Criteria	Maximum score range
1.	Facilities & Maintenance Supervisor	5
2.	Grounds & Turf Superintendent	4
3.	IT & Broadcasting Systems Engineer	4
4.	Security Liaison Officer	2
5.	Chief Commercial and Marketing Officer	4
6.	Legal Expert	2
7.	Sponsorship and Partnerships Manager	3
8.	Brand and Communications Manager	2
9.	Digital and Media Manager	2
10.	Events and Venue Sales Manager	1
11.	Fan Engagement and Community Manager	1
12.	HSE Manager	1
13.	Sports Scientist	2
14.	MEP (Mechanical, Electrical, Plumbing) supervisor	2
	Total	35

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Department/ Category	Title/ Designation	General Experience	Specific Experience	Qualifications/Certifications
Facilities Operations Management and	Facilities & Maintenance Supervisor	8+ years of general experience in managing large multipurpose facilities	5+ years (Managing large multipurpose complexes)	Degree in Civil/Mechanical/Electrical Engineering or Facility Management. Professional certification as a Certified Facility Manager (CFM) is mandatory.
	Grounds & Turf Superintendent	8+ years of general experience	5+ years (Professional sports turf management)	Degree in Agronomy, Horticulture, or Turfgrass Management. Expertise in FIFA/CAF standards required.
	IT & Broadcasting Systems Engineer	8+ years of general experience in IT systems design and management	5+ years (Stadium IT, PA systems, screen management, broadcasting)	Degree in Telecommunications, IT, or Computer Engineering. Certifications in AV systems or Network Security preferred.
	Security Liaison Officer	8+ years in high-level security operations or law enforcement management.	5+ years in crowd dynamics, VIP protection, and multi-agency security coordination for mass-gathering events.	Degree in Security Management, Criminology, or equivalent. Specialized training in Stadium Safety. Certification by CAF/FIFA in security.
	Chief Commercial and Marketing Officer		10–15 years of progressive experience in marketing, commercial management, sponsorship sales, or venue management. At least 5 years in a senior leadership role. Experience in sports, entertainment, hospitality, or large-	Bachelor's degree in Marketing, Business Administration, Sports Management, Communications, or related field. Master's degree (MBA, Marketing, Sports Management) preferred. Professional certifications in Marketing, Sales, or Commercial Management are an added advantage. CIM qualification is required. Member of a professional marketing body.

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			event environments preferred.	
	Sponsorship and Partnerships Manager		5–8 years in sponsorship sales, corporate sales, partnership management, or business development. Proven track record of securing sponsorships and partnerships.	Bachelor's degree in Marketing, Business, Public Relations, Sports Management, or related field. Sales and account management certifications desirable. CIM qualification required.
	Brand and Communications Manager		5–8 years in communications, brand management, media relations, or public affairs.	Bachelor's degree in Marketing, Communications, Journalism, Public Relations, or Media Studies. PR certification is advantageous. CIM/CIPR qualification required.
	Digital and Media Manager		5–8 years in digital marketing and content management.	Bachelor's degree in Digital Marketing, Marketing, Communications, IT, or related field. Google, Meta, or digital marketing certifications preferred.
	Events and Venue Sales Manager		5–8 years in event sales, venue management, or hospitality.	Bachelor's degree in Event Management, Hospitality, Marketing, Business Administration, or related field. CIM qualification is an added advantage.
	Fan Engagement and Community Manager		5–8 years in community relations, fan engagement, customer experience, or sports administration	Bachelor's degree in Marketing, Sports Management, Community Development, Public Relations, or Communications. Postgraduate diploma in public administration/social sciences is an added advantage.

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	Lead Legal and Commercial Expert	Successful completion of at least five (5) similar assignments within the last ten (10) years involving legal advisory services for the development, management or commercialisation of major public infrastructure, including sports facilities (specific to sports facilities shall be an added advantage). Should demonstrate experience in structuring and negotiating PPPs, concession, management; drafting complex commercial contracts; conducting legal due diligence; advising on investment structuring, procurement, financing and contract management; providing legal guidance on regulatory compliance; establishing governance frameworks for project entities; and supporting commercial negotiations	15+ years post-qualification legal experience. 10+ years experience advising on complex commercial transactions. Demonstrated experience advising Government, public entities, international organizations or private investors. Extensive experience in contract negotiation and commercial risk allocation. Experience in legal due diligence and regulatory compliance. Experience advising Boards and senior management on strategic legal matters. Experience in dispute avoidance and dispute resolution.	Bachelor of Laws (LL.B.) from a recognized university. Postgraduate Diploma in Legal Practice or an equivalent. Enrolled as an Advocate with a valid practising certificate or an equivalent. Master of Laws (LL.M.) in Commercial Law, Corporate and Commercial Law, Infrastructure Law, Project Finance, PPP Law, Business Law, or a related discipline. An MBA or equivalent postgraduate qualification in business, finance or strategic management will be an added advantage. Knowledge of the Ugandan legal environment will be an added advantage.
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		with investors, operators, sponsors and other strategic partners.		
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Support Staff				
	HSE Manager	8+ years in industrial or construction health and safety management.	5+ years managing HSE protocols for public venues, including risk assessments and emergency response planning.	Degree in Environmental Health & Safety (EHS) or related field. NEBOSH International General Certificate or equivalent
	Sports Scientist	8+ years in the sports science or high-performance athletic field.	5+ years working in a high-performance athletic pITBh and maintenance of sports equipment	Degree in Sports Science
	MEP (Mechanical, Electrical, Plumbing) Supervisor	8+ years in the maintenance of complex MEP systems in commercial buildings.	5+ years overseeing heavy-duty stadium infrastructure, including HVAC, high-voltage lighting, and advanced pumping systems.	Electrical or Mechanical Engineering. Registration with a professional body is preferred.

- Suitability of the program for Transfer of Knowledge (Training or capacity building) [10] points
- Participation by nationals represented by Ugandan nationals among the key staff proposed by foreign firms/bidders [10] points

6. Determination of Technical Score (*Ts*)

- 6.1 The sum of the scores of each bid from detailed criteria stated in sub paragraphs 6.3 above shall be the technical score (***Ts***) for that bid.
- 6.2 The minimum technical qualifying mark at detailed technical evaluation shall be: 70%. Bids scoring below the set qualifying mark shall be rejected and not considered at evaluation of financial bids/bids.
- 6.3 The maximum number of points allocated to the technical bid (***Pt***) shall be: **75%]** and those allocated to the financial bid (***Pf***) shall be: **25%]**

D. Financial Comparison Criteria

The Bidder shall submit a five-year cash in flow statement in terms of months

7. Determination of Financial Score (*Fs*)

- 7.1 The bid with the highest total cash inflow shall be given all the points assigned to a financial bid. It shall thus be given a score of 100%. The financial score of any other bid with a lower evaluated price shall be given a financial score that is proportionate to its price which shall be determined using the formula below:

$$Fs = 100 \times Hp/Np \quad \text{in which:}$$

Fs denotes the financial score of any other qualifying bid (N);

Hp denote the evaluated price of the Highest total cash in flow qualifying bid; and

Np denotes the evaluated price of the bid N whose *Fs* is being determined.

8. Determination of weighted scores and Combined Technical and Financial Score

- 8.1 The technical (*Ts*) and financial (*Fs*) score of each bid shall be weighted by multiplying it with the weight allocated to the technical and financial bid/bid respectively.
- 8.2 The sum of the weighted technical score (*Wt*) = *Ts* * *Pt* and the weighted financial score (*Wf*) = *Fs* * *Pf* will make up the combined score for each bid/bid (*Cs*). Therefore, the combined score of each bid shall be determined the using the formula:
 $Cs = (Wt) + Wf$ or $Cs = (Ts * Pt) + (Fs * Pf)$

9. Ranking of bids/bids and Determination of Best Evaluated Bidder

- 9.1 The bids/bids shall be ranked on the basis of the combined technical and financial score and the bid with the highest combined score shall be selected as the Best Evaluated bid/ bid.

10. Negotiations

- 10.1 Where necessary, negotiations shall be conducted with the bidder/bidder selected as best evaluated bidder/bidder before his bid is recommended for contract award.

11. Post qualification

- 11.1 To award the contract to the selected bidder, the PDE shall be satisfied that the bidder whose bid has been ranked and selected as the best evaluated bid is qualified to perform the contract in a satisfactory manner. To satisfy itself, the PDE shall verify and confirm the documentation and information submitted by the bidder as may be considered necessary and prudent including:
 - a. Capacity to enter into a contract;
 - b. Licenses, Academic and professional qualification of proposed key personnel;
 - c. Consent and Curriculum vitae and profiles of proposed key personnel; and
 - d. Similarity, scope, and performance record of previous assignments undertaken.

- 11.2 Where the selected bid is found not qualified to perform the contract in a satisfactory manner it shall be disqualified and the contract shall be awarded to the next bid that has been determined to be properly qualified.

12. Determination of Best Evaluated Bidder/Bidder

The determination of Best Evaluated Bidder/Bidder and post qualification shall comply with the PPDA Act and Regulations.

13. Post qualification

- 13.1 Post qualification evaluation will be carried out on the highest evaluated bidder as specified below:

Legal Requirements – Due diligence shall be done to verify ownership of the company and its registration with appropriate body in the country of principal business.

- a. Technical Requirements–Due diligence shall be done to:
 - i. Verify and validate the bidder’s performance on previous indicated private and public contracts in the bidder’s submission.
 - ii. Verify and validate current commitments and litigation record of the bidder.
- c. Financial Requirements - Due diligence shall be done to verify and ascertain the bidder’s financial contracting capacity and bank commitment to provide a credit line to the bidder.

- 13.2 A consistent history of litigation or arbitration awards against the bidder or any member of a JV may result in disqualification.

- 13.3 A bidder not meeting any of the above criteria shall be rejected.

14. Determination of the Best Evaluated Bid

- 14.1 The bid with the five year Highest total cash in flow, from among those which are eligible, compliant and substantially responsive and have passed the post-qualification shall be the best evaluated bid. If this bidding document includes more than one lot, the best evaluated bid shall be determined separately for each lot in accordance with criteria specified in the bidding document.

Additional Evaluation Criteria (If applicable)

In addition to the evaluation criteria listed in Section 3, the following criteria may apply for the PDE:

15. Multiple Contracts

If permitted, additional criteria will be evaluated as follows:

- 11.1 Award Criteria for Multiple Contracts:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the bidder(s) offering the lowest evaluated cost to the PDE for combined lots, subject to the selected bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

- 11.2 Where there is a limit on the number of lots to be awarded to each bidder, the PDE shall award the lots to the bidder offering the lowest cost for the higher values of the lots.

11.3 Packages

Bidders have the option to bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the bidder or bidders offering the lowest evaluated cost to the PDE for combined packages, subject to the selected bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

16. Alternative Bids for Supplies

Alternative bids will be evaluated as follows: An alternative bid shall be evaluated using the methodology and criteria used to evaluate the main bid to which the alternative bid relates except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in TORs and in accordance with ITB Clause 16.

17. Sustainable Procurement

The SORs details the minimum technical requirements (which may/may not include specific sustainable Procurement technical requirements). This considers 3 aspects

- i. Environment (e.g. Energy stars, Eco labels)
- ii. Economy (life cycle costing); and
- iii. Social

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[This Bid Submission Sheet should be on the letterhead of the bidder and should be signed by a person with the proper authority to sign documents that are binding on the bidder]

Technical bid Submission Sheet

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

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

Technical Bid Submission Form

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

Subject of Procurement: *[insert the subject of the procurement]*

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

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

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Request for Bids (RFP) document, including Addenda No.: (insert the number and issuing date of each Addenda where applicable);*
- b. We offer to provide the services in conformity with the terms and conditions provided in the RFP document.*
- c. We hereby submit our bid which includes this technical bid, and a financial bid sealed under a separate envelope;*
- d. Our bid shall be valid until the date specified in ITC Clause 23.1 and it shall remain binding upon us and may be accepted at any time before and including that date;*
- e. We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4;*
- f. We, including any subcontractors or consultants for any part of the contract resulting from this procurement process are registered with the Authority Registration Number [insert registration number]. [Consultants who are not registered or whose subcontractors are not registered should amend the statement to reflect their status];*
- g. We, including any partners, Joint Venture (JV) partners or Sub contractors for any part of the contract, have nationals from eligible countries [insert the nationality of the consultant, including that of all parties that comprise the consultant, if the consultant is a JV or partnership, and the nationality of each subcontractor];*
- h. [If the consultant is a JV, insert the following: We are submitting our Bid in a JV with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy (insert: "of our letter of intent to form a JV" or, if a JV is already formed, "of the JV agreement") signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said JV.*
- i. 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;*
- j. We are not participating, as consultants, in more than one bid in this procurement process;*

We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the PDE;

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

m. Our Bid is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Bid;

n. We understand that this Bid, shall not be binding on the Entity until a formal contract is prepared and executed;

o. We understand that you are not bound to accept the lowest bid or any other bid that you may receive;

Signed: *[signature of person whose name 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 consultant]*

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

Code of Ethical Conduct in Business for Bidders and Providers

(Under Section 127 of the Public Procurement and Disposal of Public Assets Act, Cap 205)

This Code of Conduct for Bidders and Providers (the "Code") sets out the minimum standards expected from the bidders participating in public procurement and disposal processes of Government of Uganda. Failure to comply with the provisions of this Code may lead to suspension of the bidder from being eligible for participating in public procurement and disposal processes or contract award and may result in a contract being terminated.

1. Compliance with Applicable Law

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

2. Corruption

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

3. Standards

Bidders shall-

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

4. Conflict of interest

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

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

5. Confidentiality and accuracy of information

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

6. Gifts and Hospitality

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

7. Inducements

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

8. Fraudulent Practices

Bidders shall not-

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

9. Labour, Human Rights and Social Responsibility

Labour

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

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

Harassment

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

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

Non-discrimination

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

10. Health and Safety Conduct

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

11. Environmental Policy
Environmental Conduct

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

Pollution prevention and resource reduction

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

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

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

4.1.1 Bidder's References

Relevant services carried out in the last years (*Insert number of years required*) that best illustrate experience.

Using the format below, provide information on each assignment for which the bidder, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Bidder's Name:

Assignment name:		Country:
Location within country:		Professional Staff provided by bidder (profiles):
Name of Client:		Nº of staff
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Current US\$):
Name of associated bidders, if any:		Nº of Staff-Months of professional staff provided by associated bidders:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of project:		
Description of actual services provided by your staff:		

.....

..
[day/month/year]

.....

.....
Name of Expert
[day/month/year]

Signature

Date _____

.....

.....
Name of authorized
Representative of the bidder
(*the same who signs the bid*)

Signature

Date _____

[The information requested is required in the format provided below and should be included by the bidder in its bid. If none, include form and state "None"]

4.1.2 Comments and Suggestions on the Terms of Reference

[Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the PDE, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the PDE. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

.....
[day/month/year]

.....
 Name of Expert Signature Date
[day/month/year]

.....

Name of authorized Representative of the bidder(s) <i>(the same who signs the bid)</i>	Signature	Date
--	-----------	------

[The information requested is required in the format provided below and should be included by the bidder(s) in its bid]

4.1.3 Description of the Methodology for Performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Bid]:

- Technical Approach and Methodology
- Work Plan
- Organization and Staffing

- a. **Technical Approach and Methodology.** [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output (s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]
- b. **Work Plan.** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PDE), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output (s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- c. **Organization and Staffing.** [Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.]

```
.....
..
[day/month/year]
```

.....
 Name of Expert Signature Date
[day/month/year]

.....

Name of authorized Representative of the bidder(s) <i>(the same who signs the bid)</i>	Signature	Date
--	-----------	------

[The information requested is required in the format provided below and should be included by the bidder(s) in its bid]

4.1.4 Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task (s)

2. Support Staff		
Name	Position	Task (s)

.....

.....
[day/month/year]

.....

..

Name of Expert
[day/month/year]

Signature

Date

.....

■ ■ ■ ■ ■

Name of authorized
Representative of the bidder(s)

Signature

Date

(The same who signs the bid)[The information requested is required in the format provided below and should be included by the bidder(s) in its bid]

4.1.5 Format of Curriculum Vitae for Proposed Professional Staff

Position Title and No.	[e.g., A-1, TEAM LEADER]
Name of Expert:	[Insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship/Residence	
Experts contact information	E-mail....., phone... ..)

Education: [Starting with the most recent qualifications attained, list in reverse order, as per the table below the college/university or other specialized education, giving names of educational institutions, dates attended, degree (s)/diploma (s) obtained]

Period	Name of Awarding Institution	Qualification attained
[E.g., May 2005-present]	[E.g., insert name of college/university/ specialised education institution]	[E.g., degree/diploma]

Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization (s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[E.g., May 2005-present]	[E.g., Ministry of, advisor/ bidder(s) to... For references: Tel..... /e-mail.....; Mr. A2, Project manager]		

Membership in Professional Associations and Publications:

S/N	Name of Association	Qualification/Grade	Period of Attainment
------------	----------------------------	----------------------------	-----------------------------

S/N	Name of Publication	Publication date
1.		
2.		

Language Skills (indicate only languages in which you can work):

S/N	Language	Proficiency Rating (Written)	Proficiency Rating (Oral)
		[E.g., excellent, good, average, poor]	[E.g., excellent, good, average, poor]

Detailed tasks assigned on bidder(s)'s team of experts:	Reference to prior work/assignments that best illustrates capability to handle the assigned tasks
(List all deliverables/tasks as in TECH- 5 in which the expert will be involved)	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the PDE, and/or sanctions by PPDA.

.....

.....
[day/month/year]

.....

.....

Name of Expert
[day/month/year]

Signature

Date

.....
.....

Name of authorized
Representative of the bidder(s)
(the same who signs the bid)

Signature

Date

4.1.6 Format for Confirmation of Availability of Key Professional Staff

Subject of procurement:		Procurement reference number	
--------------------------------	--	-------------------------------------	--

Bidder	
---------------	--

List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available

Confirmation

I (insert name of Authorised Bidder(s)) hereby certify
that the staff described above shall be available as indicated

Signature: Name:

4.1.7 Bid Securing Declaration

[The bidder(s) shall fill in this Form in accordance with the instructions indicated. If the bidder(s) is a Joint Venture (JV) or Partnership, the Bid Securing Declaration must be in the name of the JV or Partnership that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent]

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Reference No.: *[insert reference number of selection process]*

To: *[insert complete name of PDE]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/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 Request for Bids (RFP) conditions, because we:
 - a. Have withdrawn our bid during the period of bid validity specified by us in the Technical Bid Submission Form, except as provided in ITB Sub-Clause 23.3; or
 - b. Having been notified of the acceptance of our bid by the PDE, during the period of bid validity, fail or refuse to:
 - i. Sign the contract in accordance with ITB Clause 47;
 - ii. Furnish the Performance Security, in accordance with the ITB Clause 50; or
3. I/We understand this Bid Securing Declaration shall expire on *[Insert date as per ITB Clause 24]*.

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 for and on behalf of: *[insert complete name of bidder(s)]*

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

4.1.8 Beneficial Ownership Declaration Form

This beneficial ownership declaration form is issued by the Public Procurement and Disposal of Public Assets Authority to collect beneficial ownership information. This should be completed by bidder(s) and submitted as part of the bid.

Company Identification			
Full legal name of the Bidder/Bidder(s) (Company or Joint Venture)			
Physical/Contact Address			
Name (s) of Beneficial Owner (s) of the Company/Joint Venture/Partnership	Name (s):	Percentage Ownership	Gender (M/F)
	1.		
	2.		
	3.		
	4.		

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/bidder(s) 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."

4.2 Financial Bid - Standard Forms

[This Bid Submission Form should be on the letterhead of the bidder(s) and should be signed by a person with the proper authority to sign documents that are binding on the bidder(s). It should be included by the bidder(s) in the bidder(s)'s financial bid]

4.2.1 Financial Bid Submission Form

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

Procurement Reference No: [insert Procurement Reference number]

To: [insert complete name of PDE]

We, the undersigned, declare that:

- a. The five-year total cash inflow of our Bid is: [insert the total cash flow in words and figures, indicating the various amounts and the respective currencies]

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(s)]

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].

4.3 Qualification Form

Name of bidder:	
-----------------	--

- 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

- 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

- 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

- Banks that may provide references if contacted by the PDE are: *[State name, address and telephone, telex and facsimile numbers]*

- 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]*

4.4 Cash inflow statement

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]*

FIVE-YEAR CASH INFLOW IN UGANDAN SHILLINGS					
	Year 1	Year 2	Year 3	Year 4	Year 5
MONTH					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
JUL					
AUG					
SEPT					
OCT					
NOV					
DEC					
Total cash in flow					

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]*

Section 5: Statement of Requirements

Procurement Reference Number: NCS/CONS/25-26/00011

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TERMS OF REFERENCE (ToR) FOR THE MANAGEMENT AND COMMERCIALIZATION OF HOIMA CITY STADIUM

1.0 PREAMBLE/INTRODUCTION

National Council of Sports (NCS) is a government body in Uganda, established under the National Sports Act 2023, Cap. 151, with the authority to oversee all sports activities in the country on behalf of the Government of Uganda (GoU) through the Ministry of Education and Sports.

In pursuit of its mandate, NCS is implementing a range of initiatives to develop and maintain sports infrastructure nationwide that meets international standards for sporting facilities. These efforts aim not only to promote local sporting events but also to attract international competitions across diverse sporting disciplines.

Among these is the recently completed Hoima City Stadium in Hoima City, a 20,000-seater stadium that was built in preparation for the Co-hosting of the Africa Cup of Nations (AFCON) tournament in 2027, together with the East African Nations of Kenya and Tanzania.

NCS is seeking a management and commercialization contractor for this sports facility, who shall be responsible for overseeing the daily operations, maintenance, and strategic direction of the commercialization of the stadium venues, including the stadium, arena, gymnasium, and aquatic centers. This shall help ensure the facility runs smoothly, safely, and profitably, thereby ensuring a return on investment for GoU.

1.1 General Objective for Management and commercialization of Hoima City stadium

To ensure that Hoima City Stadium becomes financially sustainable, operates at international standards, attracts international events, serves as a leading East African sports and entertainment destination, delivers measurable social and economic impact, demonstrates international ESG leadership, and becomes a benchmark African impact-driven stadium.

1.2 OVERVIEW OF STADIUM

1.2.1 Background of the stadium

On April 7, 2023, the Confederation of African Football (CAF) revealed the hosts for the 2025 and 2027 Africa Cup of Nations (AFCON) tournaments. The joint bid (PAMOJA) from East African Nations Uganda, Kenya, and Tanzania secured the rights to host the 2027 edition. As the event will take place across three countries, it was suggested that each country provide three stadiums, for a total of nine venues, the highest number of stadiums for a single edition.

The Government of Uganda, through the National Council of Sports, contracted a contractor to construct the said stadium to meet the CAF deadline for infrastructure inspection.

The contract between the two parties was signed on 7th June, 2024

1.2.2 General Information

- a) Site Name: a 20,000-seater Hoima City Stadium, located in Mparo Village, approximately 7 kilometres from Hoima City, Uganda
- b) Employer: Government of Uganda (represented by the National Council of Sports)
- c) Defects Liability period: December, 2026

- d) Commissioning date: 24th Dec 2025
- e) Land size: 42 acres owned by the National Council of Sports

1.2.3 Main components of the stadium

1. Main Stadium (20,000-seater with an athletic track);
2. A football/rugby pITBh (hybrid turf) featuring a 20,367-seat grandstand, divided into VVIP (presidential area and hospitality lounges), VIP, media, accessible seating for differently abled individuals, and general spectator sections, accompanied by a Class 2 World Athletics-certified eight-lane running track.
3. Training PITBh: The facility has a training field with similar turf conditions as the main stadium.
4. Arena: The facility has a 2000-seater arena that is designed to host indoor sports ranging from basketball to netball and volleyball, among others.
5. Swimming pool: The stadium has a 25m x 12.5m swimming pool designed for athletes' recovery and leisure swimming.
6. Outdoor courts: The Stadium has outdoor courts (Basketball/Netball, Volleyball/Badminton).
7. Other facilities: These include commercial spaces for hire such as a cafeteria, concession areas (designated spaces where third-party vendors or the facility management sell food, beverages, snacks, or merchandise to the public), a sports gymnasium, Related Infrastructure Works within the site boundary (Electricity, Water, ICT, Sewerage/wastewater treatment plant);
8. Open (720 cars) and Closed Car Park (119 cars);
9. Exterior Works (Hardscaping and Soft Landscaping);
10. Perimeter Fencing and adjacent beautification;

All bidders are advised to conduct a site visit to familiarize themselves with the full scope of facilities prior to submitting their bid.

1.3 Staffing Requirement for the management and commercialization of the stadium

The contractor will be responsible for hiring, managing, and training the maintenance crew, cleaners, and security staff, while keeping up-to-date rosters for both daily and event operations. They'll offer regular training on safety, compliance, and customer service, along with refresher courses on emergency response. Quarterly staff evaluations will be carried out, supported by continuous improvement programs, to ensure top-notch operations, with the following key personnel in place.

Department/ Category	Title/ Designation	General Experience	Specific Experience	Qualifications/Certifications
Facilities Operations Management and	Facilities & Maintenance Supervisor	8+ years of general experience in managing large multipurpose facilities	5+ years (Managing large multipurpose complexes)	Degree in Civil/Mechanical/Electrical Engineering or Facility Management. Professional certification as a Certified Facility Manager (CFM) is mandatory.
	Grounds & Turf Superintendent	8+ years of general experience	5+ years (Professional sports turf management)	Degree in Agronomy, Horticulture, or Turfgrass Management. Expertise in FIFA/CAF pITBh standards required.
	IT & Broadcasting Systems Engineer	8+ years of general experience in IT systems design and management	5+ years (Stadium IT, PA systems, screen management, broadcasting)	Degree in Telecommunications, IT, or Computer Engineering. Certifications in AV systems or Network Security preferred.
	Security Liaison Officer	8+ years in high-level security operations or law enforcement management.	5+ years in crowd dynamics, VIP protection, and multi-agency security coordination for mass-gathering events.	Degree in Security Management, Criminology, or equivalent. Specialized training in Stadium Safety. Certification by CAF/FIFA in security.
	Chief Commercial and Marketing Officer		10–15 years of progressive experience in marketing, commercial management, sponsorship sales, or venue management. At least 5 years in a senior leadership role.	Bachelor's degree in Marketing, Business Administration, Sports Management, Communications, or related field. Master's degree (MBA, Marketing, Sports Management) preferred. Professional certifications in Marketing, Sales, or Commercial Management are an added advantage.

			Experience in sports, entertainment, hospitality, or large-event environments preferred.	CIM qualification is required. Member of a professional marketing body.
	Sponsorship and Partnerships Manager		5–8 years in sponsorship sales, corporate sales, partnership management, or business development. Proven track record of securing sponsorships and partnerships.	Bachelor's degree in Marketing, Business, Public Relations, Sports Management, or related field. Sales and account management certifications desirable. CIM qualification required.
	Brand and Communications Manager		5–8 years in communications, brand management, media relations, or public affairs.	Bachelor's degree in Marketing, Communications, Journalism, Public Relations, or Media Studies. PR certification is advantageous. CIM/CIPR qualification required.
	Digital and Media Manager		5–8 years in digital marketing and content management.	Bachelor's degree in Digital Marketing, Marketing, Communications, IT, or related field. Google, Meta, or digital marketing certifications preferred.
	Events and Venue Sales Manager		5–8 years in event sales, venue management, or hospitality.	Bachelor's degree in Event Management, Hospitality, Marketing, Business Administration, or related field. CIM qualification is an added advantage.
	Fan Engagement and Community Manager		5–8 years in community relations, fan engagement, customer experience, or sports administration	Bachelor's degree in Marketing, Sports Management, Community Development, Public Relations, or Communications. Postgraduate diploma in public administration/social sciences is an

				added advantage.
	Lead Legal and Commercial Expert	Successful completion of at least five (5) similar assignments within the last ten (10) years involving legal advisory services for the development, management or commercialisation of major public infrastructure, including sports facilities (specific to sports facilities shall be an added advantage). Should demonstrate experience in structuring and negotiating PPPs, concession, management; drafting complex commercial contracts; conducting legal due diligence; advising on investment structuring, procurement, financing and contract management; providing legal guidance on regulatory compliance; establishing governance frameworks for project entities; and supporting	15+ years post-qualification legal experience. 10+ years experience advising on complex commercial transactions. Demonstrated experience advising Government, public entities, international organizations or private investors. Extensive experience in contract negotiation and commercial risk allocation. Experience in legal due diligence and regulatory compliance. Experience advising Boards and senior management on strategic legal matters.	Bachelor of Laws (LL.B.) from a recognized university. Postgraduate Diploma in Legal Practice or an equivalent. Enrolled as an Advocate with a valid practising certificate or an equivalent. Master of Laws (LL.M.) in Commercial Law, Corporate and Commercial Law, Infrastructure Law, Project Finance, PPP Law, Business Law, or a related discipline. An MBA or equivalent postgraduate qualification in business, finance or strategic management will be an added advantage. Knowledge of the Ugandan legal environment will be an added advantage.

		commercial negotiations with investors, operators, sponsors and other strategic partners.	Experience in dispute avoidance and dispute resolution.	
Support Staff				
	HSE Manager	8+ years in industrial or construction health and safety management.	5+ years managing HSE protocols for public venues, including risk assessments and emergency response planning.	Degree in Environmental Health & Safety (EHS) or related field. NEBOSH International General Certificate or equivalent
	Sports Scientist	8+ years in the sports science or high-performance athletic field.	5+ years working in a high-performance athletic pITBh and maintenance of sports equipment	Degree in Sports Science
	MEP (Mechanical, Electrical, Plumbing) Supervisor	8+ years in the maintenance of complex MEP systems in commercial buildings.	5+ years overseeing heavy-duty stadium infrastructure, including HVAC, high-voltage lighting, and advanced pumping systems.	Electrical or Mechanical Engineering. Registration with a professional body is preferred.

Refresher Training

Minimum refresher training frequencies shall be:

Training Category	Frequency
HSE Training	Annually
Emergency Response	Annually
Fire Safety	Annually
Customer Service	Annually
Security Awareness	Annually
Technical Competency Training	Annually

Training maintained and made available to NCS

1.4 Applicable standards

The Contractor shall adopt internationally recognized standards: i.e. but not limited to;

- ISO 55001 Asset Management Systems;
- ISO 41001 Facility Management Systems;
- ISO 9001 Quality Management Systems;
- ISO 14001 Environmental Management Systems;
- ISO 45001 Occupational Health and Safety Management Systems;
- ICS 100 – 500;
- CAF Stadium Regulations;
- FIFA Stadium Technical Recommendations and Requirements;
- World Athletics Facility Standards.

The Contractor shall manage the facility in a manner that maximizes asset lifespan, minimizes lifecycle costs, reduces operational risks and protects the Government's investment.

1.5 Audit Requirements

Internal Audit: The Contractor shall establish an Internal Audit Function or equivalent arrangement. Internal audits shall cover: Financial controls, Revenue assurance, Procurement compliance, Asset management, Contract compliance.

Revenue Assurance Audits

NCS may undertake periodic Revenue Assurance Audits to verify: Revenue completeness, Revenue accuracy, Contract compliance, and Commercial performance.

Independent Compliance Audits

NCS reserves the right to appoint independent auditors to conduct:

- Technical audits;
- Compliance audits;
- Environmental audits;
- Sustainability audits from B-lab;
- Safety audits;
- Financial audits

Findings shall be documented and corrective actions implemented

The Contractor shall provide full cooperation and unrestricted access to records, systems and facilities.

1.6 FRAUD PREVENTION AND ETHICS

Anti-Fraud Programme

The Contractor shall establish measures to prevent: Fraud, Corruption, Bribery, Theft, and financial misconduct.

Whistleblower Mechanism

The Contractor shall maintain confidential reporting channels for: Fraud allegations, Ethical concerns, Compliance violations. All reports shall be investigated appropriately.

Conflict of Interest Management

Personnel shall disclose actual, perceived or potential conflicts of interest. Conflict of interest registers shall be maintained and reviewed periodically.

1.7 Incident Management

The Contractor shall establish an Incident Management System.

Incidents shall be classified as:

Level 1 – Minor Incident: No injury, negligible operational impact.

Level 2 – Moderate Incident: Medical treatment required or moderate operational disruption.

Level 3 – Major Incident: Serious injury, major disruption, significant asset damage or regulatory implications.

Level 4 – Critical Incident: Fatality, mass-casualty event, major structural failure, terrorism incident, or significant reputational impact.

Incident Reporting

All incidents shall be reported within the following **timelines**:

Incident Level	Notification
Level 1	Within 24 Hours
Level 2	Within 12 Hours
Level 3	Within 4 Hours
Level 4	Immediate

Major and Critical Incidents shall be reported immediately to NCS and the relevant authorities.

HSSE PERFORMANCE REQUIREMENTS

The Contractor shall achieve and maintain:

KPI	Target
Fatalities	Zero
Major HSE Incidents	Zero
Lost Time Injury Frequency Rate	Zero
Fire System Availability	100%
Emergency Drill Compliance	100%
Security Coverage	24/7
Crowd Management Compliance	100%
Regulatory Compliance	100%
Environmental Violations	Zero

Failure to meet these standards may result in performance deductions and corrective action requirements under this Contract.

1.8 Key Performance Indicators.

Sustainability Performance Indicators

The Contractor shall achieve and maintain the following minimum targets:

Indicator	Target
Environmental Compliance	100%
Energy Reporting Compliance	100%
Water Reporting Compliance	100%
Waste Segregation Compliance	100%
Sustainability Audit Compliance	100%
Environmental Violations	Zero
Annual Sustainability Report Submission	100%

The Contractor shall continuously improve environmental performance throughout the Contract Period and shall propose annual sustainability improvement initiatives for approval by NCS.

Compliance Performance Indicators

The Contractor shall achieve and maintain:

Compliance Indicator	Target
Regulatory Compliance	100%
Certification Validity	100%
Permit Validity	100%
Statutory Inspection Compliance	100%
CAF Readiness Compliance	100%
FIFA Readiness Compliance	100%
Audit Action Closure Rate	≥ 95%
Major Regulatory Violations	Zero
Critical Compliance Failures	Zero
Lapsed Certifications	Zero

Failure to achieve these standards may result in performance deductions, corrective action requirements, or other contractual remedies

HUMAN RESOURCE PERFORMANCE INDICATORS

The Contractor shall achieve and maintain:

Indicator	Target
Key Position Occupancy	100%
Mandatory Training Compliance	100%
Professional Certification Compliance	100%
Staff Performance Reviews Completed	100%
Succession Plans in Place	100%
National Content Reporting Compliance	100%
Workforce Safety Compliance	100%
Critical Vacancies Outstanding >60 Days	Zero

Failure to meet these requirements may result in corrective action directives and performance deductions under the Contract.

FINANCIAL PERFORMANCE INDICATORS

The Contractor shall achieve and maintain:

Financial Indicator	Target
Financial Reporting Compliance	100%
Revenue Reconciliation Compliance	100%
Annual Budget Submission	100%

Financial Indicator	Target
Audit Compliance	100%
Insurance Coverage Compliance	100%
Material Financial Misstatements	Zero
Fraud Incidents Attributable to Control Failures	Zero
Revenue Assurance Compliance	100%

COMMERCIAL PERFORMANCE INDICATORS

The Contractor shall monitor and report:

Commercial Indicator	Target
Venue Utilisation Rate	As Approved Annually
Sponsorship Growth	Annual Improvement
Advertising Occupancy Rate	≥ 85%
Event Attraction Performance	Annual Growth
Commercial Revenue Growth	Annual Growth
Customer Retention Rate	≥ 90%
Commercial Reporting Compliance	100%

Annual targets shall be approved by NCS as part of the Annual Business Plan

REPORTING PERFORMANCE INDICATORS

The Contractor shall achieve and maintain:

Indicator	Target
Monthly Reports Submitted on Time	100%
Quarterly Reports Submitted on Time	100%
Annual Reports Submitted on Time	100%
Asset Register Accuracy	≥ 98%
CMMS Data Accuracy	≥ 98%
Dashboard Availability	≥ 99%
Records Retrieval Compliance	100%
Information Security Breaches	Zero
Data Loss Events	Zero

Failure to comply with reporting obligations may result in performance deductions and corrective action requirements.

ASSET MANAGEMENT KPIS

The Contractor shall achieve:

KPI	Target
Asset Register Accuracy	≥ 98%
Asset Condition Assessments Completed	100%
Asset Availability	≥ 95%
Warranty Management Compliance	100%
Lifecycle Plans Updated	100%
Capital Planning Submission	100%

2.0 MANAGEMENT OF HOIMA CITY STADIUM

2.1 Main Objective

The primary objective of the Contractor shall be to manage the operational integrity and maintenance of all facility assets to ensure they remain viable and productive throughout their projected lifespan.

2.2 Specific Objectives

In pursuit of the primary objective of ensuring the operational integrity and maintenance of all facility assets, the Contractor shall pursue the following specific objectives:

i. Stadium Operations and Maintenance

The Contractor shall be responsible for the day-to-day operations and maintenance of the stadium and its ancillary facilities to ensure safety, functionality, and optimal user experience.

ii. Regulatory and Standards Compliance

The Contractor shall ensure that the stadium shall at all times meet all applicable national regulations and international standards laid down by recognized sporting bodies and statutory organs so as to be eligible to host accredited events.

iii. Sustainability and Resource Efficiency

The Contractor will use environmentally responsible practices, such as energy conservation, waste management, and sustainable resource usage, to enhance long-term viability and reduce operational costs.

2.3 KEY ROLES AND RESPONSIBILITIES

The primary responsibilities of the contractor shall include overseeing the efficient management of all assets at the facility, ensuring their optimal operation and maintenance, which shall include, but not be limited to:

2.3.1 Stadium Operations and Maintenance

- a. **Daily Operations:** The contractor shall oversee the opening and closing procedures, staff scheduling, and routine administrative and maintenance tasks in a manner that shall ensure minimal interruption to stadium activities.
- b. **Maintenance and Asset Protection:** The contractor shall develop and implement schedules for regular cleaning, inspections, and equipment repairs, among others, to reduce the facilities' downtime while preserving the integrity of the stadium. The contractor shall maintain all assets through preventive maintenance; ensure assets remain functional throughout their service life; provide corrective maintenance to restore functionality after damage or breakdown; and provide predictive maintenance to address assets at risk of failure.
- c. **Operational Management and Planning:**
The contractor shall ensure effective event scheduling and coordination, including managing bookings, overseeing event logistics, and minimizing conflicts in facility usage. These must be organized in such a way that they allow for downtime for routine maintenance activities such as cleaning, inspections between different users, and carrying out repairs, if any.
- d. **Resource Allocation:** The contractor shall supervise human resources, including hiring, training, and supervising staff for cleaning, security, and maintenance, and track work orders and inventory to ensure adequate resources are always available for the operation and maintenance of the facility.
- e. **Financial Management:** The contractor shall undertake budgeting and cost control for

management of the stadium through developing annual budgets, managing operational expenditures, and finding ways to reduce costs.

- f. **Vendor Management and Contract Administration:** Negotiating and managing agreements with all third-party vendors, who shall be deemed necessary for the management and maintenance of the facility.
- g. **Stakeholder and Customer Experience:** The contractor shall ensure a high level of Customer Service, ensuring a high-quality experience for users, through managing memberships and handling inquiries. They shall also undertake stakeholder engagement, foster relationships with local and international sporting bodies, and improve community access to facilities.
- h. **Risk Management:** Developing emergency action plans (EAPs) and handling risk management to prevent accidents.
- i. **Insurance of the whole stadium:** The Contractor shall secure an all-risk asset policy that protects the owner against any loss. The Contractor shall maintain adequate insurance coverage, including: Public Liability Insurance, Property and Asset Protection (All Risks), Fire and special perils, Professional Indemnity Insurance, Employer's Liability Insurance, Property Damage Insurance, and Cyber Security Insurance. Coverage limits shall be approved by NCS. Evidence of insurance shall be provided annually.

2.3.2 Regulatory and Standards Compliance

The facility must consistently comply with the relevant national laws & regulations and international standards established by recognized sporting bodies and statutory authorities, ensuring its eligibility to host accredited events such as but not limited to;

- **Sporting:** Category 4 CAF, Category 2 FIFA, World Athletics, World Rugby, FIBA Level 2 competitions, FIVB, World Netball, and other similar bodies.

Statutory;

- **MGLSD**, for statutory inspections to enable the renewal of certificates for critical machinery after conducting safety checks. These include lift/elevator certifications, escalator tests, central air conditioning systems, and backup generator emissions and safety.
- **Directorate of Police Fire Prevention and Rescue Services (Uganda Police Force)** for ongoing fire safety compliance is monitored through annual fire audits and equipment verification.
- **NBRB & Local Building Committees** for Compliance Audits:
- **MEMD** for energy audits, as large consumers are legally mandated to conduct routine energy efficiency audits to manage national grid loading.
- **NEMA** for compliance with mandatory environmental compliance audits, waste management regulations, noise and vibrations control, air quality and chemical safety, and effluent and drainage protection.

2.3.3 Sustainability and Resource Efficiency

Sustainability Initiatives and strategic development: The contractor's sustainability role is maintenance- and operations-driven, requiring them to implement environmental protocols that optimize resource consumption, ensure all maintenance aligns with green building standards, and

manage systems such as lighting, automated controls, water-saving infrastructure, and irrigation to prevent waste. They must inspect, service, monitor, and report on energy, water, waste, and resource-efficiency systems; conduct audits and preventive maintenance; and provide management with recommendations for technological upgrades and process improvements. Through these responsibilities, the contractor ensures the stadium remains cost-efficient, operationally effective, and environmentally responsible throughout its lifecycle.

2.4 DETAILED MANAGEMENT & MAINTENANCE REGIMES

2.4.1 HSE, Social Aspects & Waste Management

- **Housekeeping:** The Contractor shall execute a janitorial and sanitation program designed to maintain the facility's aesthetic integrity and hygienic standards across the entire facility, including but not limited to the concourse, seating tiers, vomitories, vertical circulation points (ramps and stairs), and sanitary facilities. This mandate shall extend to all administrative offices and back-of-house operational areas, requiring sweeping, mopping, dusting, and sanitising of high-touch surfaces such as handrails, door handles, and seats. The contractor shall make provisions for placement and daily emptying of litter bins; collection, segregation (recyclables, general waste, organic), and temporary storage of all waste; coordination with licensed contractors for final disposal/recycling in compliance with environmental laws; and quarterly scheduled fumigation against insects (mosquitoes, cockroaches, flies) and rodent control. The contractor shall equally be required to monitor food service areas for hygiene compliance.
- **Environmental monitoring and reporting:** The Contractor shall be required to monitor and document environmental impact metrics to ensure stadium operations align with national and international environmental standards. This includes the routine assessment of air quality and noise levels on both event and non-event days, and the implementation of a robust waste-stream management system. The Contractor shall provide detailed periodic environmental reports that shall, among other issues, include waste volume, diversion rates (recycling vs landfill), and mitigation strategies for any identified environmental variances. The Contractor shall comply with all environmental obligations as set out in the ESIA Certificate issued to NCS and the applicable regulatory framework.
- **Health and Safety:** The Contractor shall develop, institutionalize, and manage a robust Health, Safety, and Environment (HSE) framework, encompassing a detailed health and safety policy tailored to high-occupancy public venues. This shall include, among others, emergency and response protocols/procedures, and rapid-response procedures for medical or structural incidents. The Contractor must ensure all staff are trained in these protocols and that all safety signage and fire suppression systems are maintained in a state of constant operational readiness.
- **Traffic and Crowd Management (TCM):** The contractor's role in traffic and crowd management encompasses developing a comprehensive Integrated TCM Framework for both pedestrian and vehicular movement inside and outside the stadium in line with international safety standards, implementing and overseeing its operation within the stadium confines on both event and non-event days to ensure safe circulation and premium patron experience, and liaising with external stakeholders such as city authorities and national security agencies to coordinate and enforce the framework outside the stadium during event days through pre-event planning, centralized command-and-control monitoring, and post-event analytics.
- **Resource utilization and management:** The Contractor shall be responsible for the management of the facility's resource ecosystem, acting as the primary custodian of both utility

consumption and the critical inventory necessary for uninterrupted stadium operations. This role focuses on the monitoring and optimization of power and water usage, employing data-driven analytics to reduce waste and ensure adherence to established sustainability benchmarks. In addition to overseeing utilities, the Contractor shall maintain a reserve of technical consumables and spare parts vital to the facility's life-safety and control systems. This encompasses, but is not limited to, the procurement and inventory control of specialized components for standby generators (filters, lubricants, belts, and spark plugs), HVAC systems (refrigerants, air filters, and sensors), and the automated irrigation network (solenoid valves, sprinkler nozzles, and gaskets), ensuring all critical infrastructure remains in peak operational readiness.

Furthermore, the Contractor shall oversee the specialized resource needs for world-class pITBh and grounds maintenance. This includes the application and inventory of high-quality fertilisers (such as NPK and micronutrient fertilisers), professional-grade grass seeds, specialised turf-marking paints, growth regulators, and integrated pest management products, such as herbicides and fungicides. For the swimming pool facility, the Contractor shall uphold the highest standards of water chemistry and hygiene by managing pool maintenance kits, including chlorine (granules or liquid), pH increasers and decreasers, algaecides, flocculants, and digital pH and alkalinity testing equipment.

- **Community and Social Accountability:**

- **Grievance management mechanisms:** The Contractor shall establish and manage a formal grievance redressal mechanism (GRM) to systematically capture, categorize, and resolve complaints from stakeholders, patrons, and the local community. This mechanism must ensure that feedback is addressed transparently and within the defined Key Performance Indicator (KPI) timelines, providing a structured pathway for dispute resolution and continuous service improvement.
- **National content and capacity building:** In alignment with statutory requirements, the Contractor shall prioritize National Content objectives by maximizing the utilization of local labor, services, and goods. This shall involve implementing a procurement strategy that favours domestic suppliers and subcontractors, as well as developing a recruitment framework that provides professional opportunities to Ugandan nationals. The Contractor shall report on "Local Content Value" achieved through their supply chain and employment practices. The Contractor shall also demonstrate a clear roadmap for knowledge transfer, ensuring that local staff engaged are equipped with the skills necessary to sustain long-term facility excellence.
- **Corporate Social Responsibility (CSR):** The Contractor shall undertake structured community engagement and awareness programs under a CSR program. This shall involve developing CSR initiatives that align stadium operations with local community interests, fostering positive relationships with stakeholders through educational outreach, local athletic support, and transparent communication about the facility's impact on the surrounding area.

2.4.2 Landscape & PITBh Management

- **Softscape Maintenance:** The Contractor shall be required to implement and manage a rigorous maintenance program for the pITBh to ensure it meets CAF/FIFA standards. This will include, but is not limited to, regular mowing, aeration, application of fertilizers, irrigation, pest/disease control, line marking, and overseeding. The Contractor shall implement a Recovery Program immediately following all stadium events to ensure rapid restoration of the

playing surface's integrity.

For all peripheral lawns, gardens, trees and landscaped areas, the Contractor shall provide routine horticultural maintenance. This shall entail weekly mowing and edging to ensure neat borders, weeding, shrub pruning, irrigation, and seasonal planting.

2.4.3 Mechanical, Electrical, And Plumbing (MEP) Systems Maintenance

- **HVAC Systems:** A regimented maintenance protocol for all Heating, Ventilation, and Air Conditioning (HVAC) systems shall be established and executed by the Contractor. This shall include, but not limited to, daily operational checks to verify system performance and parameters. Filter maintenance shall be performed monthly, involving either cleaning or replacement as dictated by condition and pressure differentials. Regular cleaning of evaporator and condenser coils is essential to maintain thermal efficiency. Beyond routine tasks, a periodic preventive maintenance schedule, strictly aligned with the original equipment manufacturers' (OEM) specifications, shall be followed. This shall encompass an annual comprehensive inspection of all mechanical and electrical components, chemical treatment and analysis of all associated water systems, and the calibration of system controls, sensors, and actuators to ensure optimal and efficient operation.
- **Electrical Systems:** The contractor shall be required to undertake a comprehensive electrical systems maintenance program to ensure reliability and safety. This shall involve a daily visual inspection of main low-voltage (LV) distribution boards for signs of overheating, corrosion, or irregular noises. On a monthly basis, functional testing of all emergency backup systems shall be mandatory, including start-up and load testing of standby generators, operational verification of Uninterruptible Power Supply (UPS) systems, and automatic transfer sequence testing of all Automatic Transfer SwITBhes (ATS). Annually, a detailed preventive maintenance regimen shall be performed. This shall include, but not be limited to, conducting a survey of all critical swITBhgear and connections under load to identify potential faults, performing load bank testing on generators, and executing original equipment manufacturer's prescribed maintenance on all transformers and high-voltage (HV) and LV swITBhgear systems.
- **Plumbing & Drainage: The maintenance of all plumbing, sanitary, and drainage infrastructure shall be proactive.** Daily inspections shall be conducted to identify and promptly address any leaks, seepage, or blockages within visible pipework and fixtures. On a quarterly basis, a systematic inspection and cleaning program for the main drainage lines shall be undertaken, utilizing high-pressure water jetting to remove obstructions and prevent the accumulation of fats, oils, and greases. Furthermore, a scheduled maintenance plan for the building's water supply systems shall be required, covering the inspection, testing, and servicing of all pumps, pressure vessels, water heaters, and associated valves to ensure continuous operation and water quality.
- **Fire Protection Systems:** The Contractor shall be required to, among other things, conduct weekly visual inspections of all portable fire extinguishers and hose reels to verify they are in their designated locations, have intact seals, and show no visible damage; Monthly functional testing of the fire alarm system, involving the activation of manual call points and the testing of smoke/heat detectors to ensure proper signal transmission to the main fire alarm control panel. A preventive maintenance program for all active fire suppression equipment, including fire pumps and associated controllers, must be established. Annually, a full integrated system integrity test shall be conducted to verify the operational readiness and interaction among all fire alarm, detection, and suppression components in accordance with the relevant fire code standards.

2.4.4 Civil, Structural, And Architectural Maintenance

- **Structures:** Regular structural inspections shall be implemented by the contractor for all primary and secondary stadium structures. This includes a detailed visual and non-destructive examination of the roof systems, cantilevered canopies, spectator terraces, and the principal arena framework, among others.
- **Building Fabric:** Repair of plaster, paintwork, doors, windows, ceilings, and flooring as per a scheduled redecoration plan and reactive needs.
- **Waterproofing:** Annual inspection and repair of all roof and below-grade waterproofing.
- **PITBh:** Maintenance of the football pITBh subsurface drainage, irrigation system, and hybrid grass system (if applicable). This shall include the regular inspection, flushing, and vacuuming of the subsurface drainage system to ensure optimal percolation rates and prevent waterlogging. The entire irrigation system, including pumps, piping, valves, and sprinkler heads, must be serviced, calibrated, and repaired to guarantee precise and efficient water delivery.

2.4.5 ICT, Audio-Visual, And Security Systems

- **Public Address (PA) & Audio Systems:** Weekly sound checks. Annual full system testing, amplifier servicing, and speaker inspection.
- **Video Scoreboards & Screens:** Daily power-up diagnostics. Quarterly cleaning, software updates, and component inspection.
- **ICT Network:** 24/7 monitoring of network infrastructure. Regular updates, patch management, and backup verification for servers and stadium Wi-Fi.
- **Security & Surveillance (CCTV):** Daily review of system health. Quarterly cleaning of cameras and housings, testing of recording systems, and verification of blind spots.
- **Access Control Systems:** Monthly testing of turnstiles, electronic locks, and card readers. Database management for access rights.

2.4.6 Furniture, Fixtures and Equipment

- **Seating:** Quarterly inspection and repair of all fixed and temporary seating in stadium and arena.
- **Event Equipment:** Maintenance of movable goals, basketball hoops, stages, barriers (crowd control barriers), and tents.
- **Fitness & Gym Equipment:** Preventive Maintenance as per manufacturer instructions.

2.4.7 Audit & Continuous Improvement

Conducting internal compliance audits to identify gaps before external inspections. Implementing corrective and preventive actions for any non-conformities.

2.4.8 Security Operations

The Contractor shall be responsible for providing 24/7 security coverage with trained personnel, ensuring continuous monitoring of CCTV systems and access control points, and conducting thorough screening of visitors and staff using metal detectors and scanners to maintain a safe and secure environment within the stadium.

2.5 REPORTING, RECORDS, AND INVENTORY

The contractor shall implement and maintain robust systems for documentation, asset tracking, and operational reporting, ensuring transparency, accountability, and strategic insight.

2.5.1 Comprehensive Digital Asset Register & Lifecycle Management System

- Establish and continuously update a comprehensive, digitally managed Asset Register for all fixed and movable assets within the Hoima City Stadium complex. This register shall incorporate unique asset identification (e.g., QR coding), detailed specifications, geographical location, procurement dates, warranty expiration dates, and a complete historical log of all maintenance activities (preventive, corrective, and predictive).
- All Original Equipment Manufacturer (OEM) Operations & Maintenance (O&M) manuals, technical drawings, and warranty documentation shall be digitized and hyperlinked within the respective asset records for immediate access and reference. This system shall support strategic asset lifecycle management and optimize capital expenditure planning.

2.5.2 Monthly Operational Performance Reports:

- Submit a detailed Monthly Management Report by the 5th business day of the subsequent month. This report shall provide an exhaustive overview of all operational activities and performance metrics, including but not limited to:
 - ✓ Work Order Summary: Detailed breakdown of all completed work orders (corrective, preventive, project-based), including technician hours, materials consumed, and closure rates.
 - ✓ Planned Preventive Maintenance (PPM) Compliance: Quantitative analysis of adherence to the approved PPM schedule, identifying deviations and their root causes.
 - ✓ Incident & Accident Reports: Comprehensive logging and analysis of all operational incidents, equipment failures, safety breaches, and tenant/visitor complaints, including root cause analysis, corrective actions implemented, and preventative strategies adopted.
 - ✓ Inventory Utilization & Control: Detailed reconciliation of inventory used for maintenance and repairs, providing insights into consumption patterns and contributing to optimized stock levels and cost control.
 - ✓ Forward-Looking Work Plan: Outline of planned maintenance activities, scheduled events, and strategic initiatives for the upcoming reporting period.

2.5.3 Annual Facility Condition Assessment & Capital Expenditure Planning

- Present an Annual Facility Condition Survey Report by the 30th of January each year, detailing the current physical and functional status of all assets and infrastructure within the complex. This report shall include:
 - ✓ A quantified assessment of asset health, identifying components requiring refurbishment, upgrade, or replacement.
 - ✓ A comprehensive risk assessment associated with aging infrastructure.
 - ✓ A prioritized 5-year projected Capital Expenditure (CapEx) plan, outlining the necessity and estimated costs for major asset replacements, significant upgrades, and infrastructure modernization, aligned with long-term strategic objectives and budgetary forecasts.

2.6 KEY PERFORMANCE INDICATORS (KPIs)

The performance of the contractor will be evaluated against the following Key Performance Indicators, which shall be incorporated into the binding Service Level Agreement:

- **Planned Preventive Maintenance (PPM) Schedule Compliance:** Achieve and consistently maintain a $\geq 98\%$ compliance rate against the approved PPM schedule. This metric measures the percentage of all scheduled preventive maintenance tasks completed within their designated timeframe and scope, ensuring asset longevity and minimizing unplanned downtime.
- **Reactive Response Time (Critical Incidents):** Ensure a maximum response time of < 12 hours for all classified critical operational incidents. Response time is defined as the elapsed duration from the official notification of a critical fault to the on-site arrival of qualified technical personnel ready to commence diagnostic and remedial actions. Critical incidents include, but are not limited to, major power outages, critical equipment failures impacting safety or revenue generation, and significant water leaks.
- **Facility Operational Availability:** Maintain $\geq 95\%$ operational availability for all key facility components and spaces during scheduled events or periods of public access. This KPI measures the percentage of time that primary venues and critical infrastructure are fully functional and ready for intended use, free from unplanned downtime or service interruptions.
- **User Satisfaction Index:** Achieve and sustain a $\geq 90\%$ positive satisfaction score from facility users, event organizers, and commercial tenants, as measured through structured feedback mechanisms (e.g., surveys, direct feedback, official complaints logs). This KPI reflects the quality of service delivery and the overall user experience.

Health, Safety, and Environmental (HSE) Incident Rate: Maintain a record of Zero (0) major Health, Safety, and Environmental incidents. A "major incident" is defined as any event resulting in a lost-time injury, significant property damage, regulatory non-compliance, environmental discharge requiring external reporting, or any incident with potential for severe reputational damage. Comprehensive incident investigation and reporting protocols must be in place for all minor incidents.

3.0 COMMERCIALIZATION, MANAGEMENT, OPERATION, DESTINATION MARKETING, ESG PERFORMANCE, AND SUSTAINABLE DEVELOPMENT OF HOIMA CITY STADIUM

3.1 STRATEGIC VISION

The Operator shall position Hoima City Stadium as Uganda's premier sports and entertainment venue, East Africa's leading multi-purpose stadium, a regional hub for sports tourism, A leading MICE (Meetings, Incentives, Conferences and Exhibitions) destination, a catalyst for investment and economic development in the Albertine Region, A benchmark African stadium for sustainability, innovation, and stakeholder value creation.

3.2 STRATEGIC OBJECTIVES

The Operator shall deliver measurable outcomes under four pillars:

Commercial Objectives (Maximize revenue generation, increase stadium utilization, diversify revenue streams, Secure international sponsorships and partnerships, attract premium sporting and entertainment events, grow non-match day revenues.

Social Objectives (Promote sports development, support youth empowerment, create employment opportunities, promote local content participation, improve community access and inclusion.

Environmental Objectives (Reduce environmental footprint, promote sustainable resource use, improve waste management, encourage renewable energy adoption, enhance climate resilience.

Governance Objectives (Promote transparency, strengthen accountability, implement international governance standards, ensure ethical business conduct.

3.3 SCOPE OF SERVICES

Commercialization and Revenue Generation

The Operator shall develop and implement a comprehensive commercialization strategy covering: Naming rights, Sponsorship rights, corporate partnerships, Hospitality products, Corporate suites, VIP and VVIP lounges, Premium seating products, Food and beverage concessions, Retail concessions, Merchandise, Digital advertising, Stadium advertising, Broadcasting rights, Parking management, Tourism products, Stadium tours, Fan engagement products, Conferences and exhibitions, Digital platforms and data monetization.

Destination Marketing and Place Branding

The Operator shall develop and implement an International Destination Marketing Strategy positioning Hoima City Stadium and Hoima City as: a Sports Tourism Destination, Conference Destination, Entertainment Destination, Investment Destination, Gateway to the Albertine Region.

The strategy shall include: International event acquisition, Sports tourism packaging, Airline partnerships, Hotel partnerships, Tourism sector collaborations, regional marketing campaigns, and international media promotion.

Event Attraction and Venue Programming

The Operator shall: Develop an annual event acquisition strategy, maintain a diversified event portfolio, attract local, regional, and international events, Coordinate venue scheduling, and Manage event delivery.

Target events shall include: Football competitions. Athletics competitions, Rugby competitions, Concerts, Festivals, Conferences, Exhibitions, Oil and gas industry events, Community events, educational programs.

Operations and Facility Management

The Operator shall: Manage day-to-day operations, maintain all stadium infrastructure, Develop preventive maintenance programs, Manage utilities and assets, Ensure compliance with international stadium standards, and Maintain CAF, FIFA, and other relevant compliance standards.

Digital Transformation

The Operator shall deploy: Integrated Stadium Management Systems, CRM and Fan Management Platform, Digital Ticketing Systems, Mobile Applications, Smart Stadium Technologies, Analytics and Reporting Platforms.

Business Insurance: The Contractor shall secure a business insurance that covers all business-related

risks including business interruption and catastrophic financial loss.

3.4 STAKEHOLDER MANAGEMENT FRAMEWORK

The Operator shall establish a comprehensive stakeholder engagement strategy.

Primary Stakeholders: (National Council of Sports, Hoima City Authority, Ministry of Education and Sports, Sports Federations, CAF, FIFA, FIBA, INF, IAF, IRU)

Commercial Stakeholders (Sponsors, Advertisers, Broadcasters, Event Promoters, Hospitality Sector, Tourism Operators. Investors.

Community Stakeholders (Local Communities, Youth Groups, Educational Institutions, Community Organizations, Persons with Disabilities, Women and Youth Enterprises.

Stakeholder Engagement Requirements

- Quarterly stakeholder engagement forums.
- Annual stakeholder satisfaction surveys.
- Annual stakeholder impact reports.
- Stakeholder grievance management systems.

3.5 TRIPLE BOTTOM LINE FRAMEWORK

The Operator shall adopt and report under the Triple Bottom Line framework.

PEOPLE (Employment creation, Youth development, Sports development, Skills transfer, Community development, Inclusion and accessibility, Gender equity.

PLANET (Energy efficiency, Water conservation, Waste reduction, Carbon reduction, Sustainable procurement, Environmental stewardship.

PROFIT (Revenue growth, Tourism growth, Economic impact, Visitor spending, Investment attraction, Long-term asset value creation.

3.6 ENVIRONMENTAL SOCIAL GOVERNANCE FRAMEWORK

ENVIRONMENTAL

The Operator shall develop the following: Environmental and Social Management Plan, Carbon Management Strategy, Waste Management Plan, Water Conservation Strategy, and Sustainable Procurement Framework.

Targets (Annual carbon footprint reporting, Minimum 50% waste diversion by Year 5, Progressive reduction in water consumption, Increased renewable energy utilization.

SOCIAL

The Operator shall: Promote local employment, Support youth development, Support sports development pathways, promote diversity and inclusion, Facilitate local supplier participation, and Support community programs.

GOVERNANCE

The Operator shall implement: Anti-corruption frameworks, Whistleblower mechanisms, Ethical procurement systems, Annual external audits, and Compliance monitoring systems.

3.7 B LAB AND B CORP IMPACT MANAGEMENT FRAMEWORK

The Operator shall undertake annual impact assessments aligned with internationally recognized B Lab methodologies.

Reporting shall cover:

Governance (Ethics, Transparency, Accountability, Mission alignment.

Workers (Employment quality, Training, Health and safety, Employee wellbeing.

Community (Local procurement, Community investment, Economic inclusion, SME participation.

Environment (Carbon emissions, Water usage, Waste management, Energy efficiency.

Customers (Customer satisfaction, Accessibility, Fan experience, Service quality.

Minimum Targets

Year 1: Baseline B Impact Assessment.

Year 3: Minimum Impact Score of 80.

Year 5: Demonstrated readiness for B Corp Certification or equivalent international sustainability standard.

3.8 PERFORMANCE MANAGEMENT FRAMEWORK

KPI SCORECARD

Commercial Performance – 30% (Revenue growth, Sponsorship acquisition, Naming rights acquisition, Hospitality revenue, Digital revenue, Retail revenue.

Event Attraction and Utilization – 20% (Total events hosted, international events, Venue occupancy, Attendance growth, Conference and exhibition activity.

ESG Performance – 15% (Environmental performance, social impact, Governance compliance.

Stakeholder Satisfaction – 10% (Stakeholder survey scores, Partnership retention, Complaint resolution.

Community Impact – 10% (Community programs, Youth development initiatives, SME participation.

Operations and Asset Management – 10% (Facility condition, Preventive maintenance, Safety compliance.

Innovation and Technology – 5% (Digital transformation, CRM deployment, Smart stadium implementation.

3.9 KEY PERFORMANCE TARGETS

Year 1

- Minimum UGX 1 billion revenue.
- Minimum 50 events.
- Baseline ESG Assessment.
- Baseline B Impact Assessment.

Year 3

- Minimum 100 events.
- International sponsorship portfolio established.
- B Impact Score above 80.
- Waste diversion above 30%.

Year 5

- Minimum 150 annual events.
- Regional destination status achieved.
- Waste diversion above 50%.
- International sustainability recognition achieved.

3.10 DELIVERABLES

The successful Operator shall submit:

- Five-Year Strategic Business Plan.
- Commercialization Strategy.
- Destination Marketing Strategy.
- Sponsorship Strategy.
- Event Attraction Strategy.
- ESG Strategy.
- Stakeholder Engagement Plan.
- Community Development Plan.
- Digital Transformation Strategy.
- Annual Operating Plan.
- Monthly Reports.
- Quarterly Reports.
- Annual Impact Report.

3.11 3.11 SCHEDULE A: DETAILED PERFORMANCE KPI SCORECARD

A1. COMMERCIAL PERFORMANCE (30%)

Objective

Maximize stadium revenues while building long-term commercial value.

KPI	Measurement	Target
Total Revenue Growth	Annual audited revenue	Minimum 20% annual growth
Non-Match Day Revenue	% of total revenue	Minimum 50%
Sponsorship Revenue	UGX value secured	Annual increase
Naming Rights Revenue	Contract value	Secured by Year 2
Hospitality Revenue	Corporate suites and lounges	Annual growth
Digital Revenue	Website, advertising, CRM	Annual growth
Merchandise Revenue	UGX value	Annual growth
Conference Revenue	MICE events	Annual growth

Workability

Operator submits:

- Annual commercial plan
- Sponsorship pipeline
- Revenue dashboard
- Quarterly revenue report

Verification:

- External audit
- NCS review committee

A2. EVENT ATTRACTION & VENUE UTILIZATION (20%)

Objective

Maximize stadium usage.

KPI	Measurement
Total Events Hosted	Number annually
International Events	Number annually
CAF/FIFA Events	Number annually
Concerts	Number annually
Conferences	Number annually
Community Events	Number annually
Utilization Rate	Days occupied

Suggested Targets

Year 1: 50 events

Year 3:100 events

Year 5:150+ events

Workability

Operator maintains: Event acquisition pipeline, Event bidding strategy, international promoter partnerships

Evidence: Signed event contracts, Attendance reports

A3. ESG PERFORMANCE (15%)

Objective

Operate the stadium sustainably.

Environmental KPIs

KPI	Target
Waste Diversion	50% by Year 5
Renewable Energy Use	20% by Year 5
Water Reduction	10% reduction annually
Carbon Footprint Reporting	Annual
Sustainable Procurement	30% local sustainable suppliers

Social KPIs

KPI	Target
Local Employment	70%
Women Employees	Minimum 40%
Youth Employment	Minimum 30%
PWD Inclusion	Annual targets
Skills Development	Annual programs

Governance KPIs

KPI	Target
Audit Compliance	100%
Anti-Corruption Training	Annual
Whistleblower Cases Resolved	100%
Board Reporting Compliance	100%

Workability

Quarterly ESG reporting.

Independent annual ESG audit.

A4. STAKEHOLDER SATISFACTION (10%)

Objective

Maintain positive stakeholder relationships.

Stakeholder Categories

1. NCS
2. Hoima City
3. Other Government MDAs
4. Sports Federations
5. Sponsors
6. Promoters
7. Broadcasters
8. Communities
9. Tourism Sector

10. Investor

KPIs

KPI	Target
Stakeholder Satisfaction Score	>80%
Engagement Meetings	Quarterly
Complaints Resolved	95%
Partnership Renewals	80%

Workability

Annual independent stakeholder survey.

A5. COMMUNITY IMPACT (10%)

Objective

Create social value.

KPIs

KPI	Target
Community Programs	Minimum 12/year
Youth Sports Programs	Minimum 4/year
Scholarships	Annual
SME Participation	30% procurement
Graduate Internships	Annual intake

Workability

Community Impact Report published annually.

A6. OPERATIONS & FACILITY MANAGEMENT (10%)

Objective

Maintain international standards.

KPIs

KPI	Target
Stadium Condition Index	>90%
Health & Safety Compliance	100%
Preventive Maintenance Completion	95%
Downtime	<2%
Incident Response Time	Within standards

Workability

Independent facility inspection.

A7. INNOVATION & TECHNOLOGY (5%)

KPIs

KPI	Target
CRM Deployment	Year 1
Smart Ticketing	Year 1
Mobile App	Year 2

KPI	Target
Data Analytics Dashboard	Year 1
Fan Database Growth	Annual growth

3.12 SCHEDULE B: STAKEHOLDER ENGAGEMENT MATRIX

B1. PRIMARY STAKEHOLDERS

Stakeholder	Interest	Influence
NCS	Revenue and Sports Development	Very High
Government MDAs	Economic Impact	Very High
Hoima City	Local Development	High
CAF	Compliance	High
FIFA	Compliance	High

Engagement.

Activity	Frequency
Performance Review	Quarterly
Strategic Review	Annual
Compliance Reporting	Quarterly

B2. COMMERCIAL STAKEHOLDERS

Sponsors

Interests:

- Brand exposure
- Consumer engagement

Engagement:

- Quarterly business reviews
- Annual sponsorship summit

Broadcasters

Interests:

- Rights access
- Production quality

Engagement:

- Event planning meetings
- Annual rights review

Event Promoters

Interests:

- Venue quality
- Commercial viability

Engagement: Monthly sales engagement

B3. COMMUNITY STAKEHOLDERS

Local Communities

Interests:

- Jobs
- Business opportunities
- Access

Engagement: Quarterly town halls

Educational Institutions

Interests:

- Sports
- Research
- Student opportunities

Engagement: Partnership programs

B4. INVESTORS

Interests:

- Returns
- Governance

Engagement:

- Annual investor briefing
- Impact reporting

SCHEDULE C: ESG & B LAB REPORTING FRAMEWORK

C1. GOVERNANCE

Based on B Lab standards.

Indicators

Leadership

- Mission alignment
- Transparency
- Ethics

Board Oversight

- Independent oversight
- Audit committees

Reporting

- Annual impact report
- Public disclosures

Evidence

- Governance policies
- Audit reports

C2. WORKERS

Indicators

Employment

- Local employment
- Fair wages

Development

- Training hours
- Leadership development

Wellbeing

- Health insurance
- Safety performance

Measurement

KPI	Target
Employee Satisfaction	>80%
Training Hours	40 hrs/staff/year
Staff Retention	>90%

C3. COMMUNITY

Indicators

Economic Inclusion

- Local suppliers
- SMEs

Social Impact

- Youth programs
- Community projects

Measurement

KPI	Target
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Local Procurement	>30%
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Community Investment	Annual budget
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Beneficiaries Reached	Annual growth
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C4. ENVIRONMENT

Indicators

Energy: (Consumption, Renewable energy)

Water:(Consumption

Waste:(Recycling

Carbon: Scope 1 and Scope 2 emissions

Measurement

KPI	Target
Carbon Inventory	Annual
Waste Diversion	50%
Water Reduction	10%

KPI	Target
Renewable Energy	20%

C5. CUSTOMERS

Indicators

Fan Experience (Satisfaction, Accessibility)

Safety (Incident management)

Digital Experience (CRM engagement)

Measurement

KPI	Target
Customer Satisfaction	>85%
Repeat Attendance	Annual growth
Digital Engagement	Annual growth

Schedule D – Performance Measurement and Verification Framework

Every KPI shall have a verification protocol.

KPI	Target	Evidence	Verifier
Annual Revenue	UGX 33 Billion	Audited Accounts	External Auditor
Events Hosted	50 Events	Contracts and Attendance Reports	NCS
Sponsorship Revenue	UGX Value	Signed Sponsorship Agreements	NCS & Auditor
Customer Satisfaction	85%	Survey Results	Independent Survey Firm
Waste Diversion	50%	Waste Management Records	ESG Auditor

Schedule E – Balanced Scorecard

The operator should be evaluated using a weighted scorecard.

Commercial Performance -30%

Event Attraction - 20%

ESG Performance -15%

Community Impact- 10%

Stakeholder Satisfaction -10%

Asset Maintenance -10%

Innovation -5%

TOTAL = 100%

At year's end:

Score	Result
90–100	Excellent
80–89	Very Good
70–79	Satisfactory
60–69	Improvement Notice
Below 60	Material Breach

Schedule F – Incentives and Penalties

This is where contracts become serious.

Performance Bonus

90%+ score

Operator receives: Performance bonus, Contract extension consideration, Additional commercialization rights

Underperformance

Below 70%

Operator must submit: Recovery Plan, Corrective Action Plan

Persistent Underperformance

Below 60% for two consecutive years

Triggers: Contract review, Suspension of incentives, Potential termination

Schedule G – Independent Audit Framework

Require annual audits covering:

Financial Audit

Conducted by an independent audit firm.

Technical Audit (Facility condition, Safety systems, Maintenance systems.

ESG Audit (Environmental performance, Social performance, Governance compliance.

Stakeholder Audit (Independent stakeholder satisfaction survey.

Schedule H – Digital Performance Dashboard

This is what world-class venues increasingly use.

Require the contractor to provide NCS with real-time access to:

- Revenue dashboard.
- Ticket sales dashboard.
- CRM dashboard.
- Event booking dashboard.
- Sponsorship dashboard.
- ESG dashboard.

4.0 FINANCIAL MANAGEMENT, COMMERCIAL REPORTING AND REVENUE ACCOUNTABILITY

GENERAL REQUIREMENTS

The Contractor shall establish and maintain sound financial management systems and controls to ensure the effective, transparent, accountable and efficient management of all financial resources associated with the operation, maintenance and commercialisation of Hoima City Stadium.

The Contractor shall operate the Stadium in a financially responsible manner consistent with International Financial Reporting Standards (IFRS), Applicable Ugandan financial laws and regulations, Government accountability requirements, good corporate governance principles, and Contract requirements.

The Contractor shall maintain complete, accurate, and auditable financial records throughout the Contract Period.

All financial transactions associated with the Stadium shall be fully traceable and subject to audit.

4.1 FINANCIAL MANAGEMENT FRAMEWORK

Financial Management System

The Contractor shall establish and maintain a Financial Management System capable of:

Budget preparation, Revenue management, Expenditure control, financial reporting, Cost allocation, Asset accounting, Audit support.

The system shall be supported by appropriate accounting software and internal controls.

Financial Policies and Procedures

Within Ten (10) days of Contract Commencement, the Contractor shall submit Financial Policies and Procedures for approval by NCS.

The policies shall address: Revenue collection, Cash management, Banking arrangements, Procurement controls, Expenditure approvals, financial reporting, Fraud prevention, Internal controls.

ANNUAL BUSINESS PLANNING

Annual Business Plan

The Contractor shall prepare and submit an Annual Business Plan not later than 30 September of each Contract Year.

The Plan shall include: Strategic objectives, Revenue projections, Expenditure budgets, Event calendar, Capital investment bids, Staffing requirements, Risk assessments, Performance targets. The Annual Business Plan shall be subject to approval by NCS.

Annual Operating Budget

The Contractor shall prepare detailed annual budgets covering:

Operational Expenditure (OPEX)

Including: Salaries and wages, Utilities, Maintenance, Security, Cleaning, Insurance, Professional services.

Capital Expenditure (CAPEX)

Including but not limited to: Asset replacements, Facility upgrades, Technology investments, Sustainability projects.

Budgets shall clearly distinguish between operational and capital expenditures.

4.2 REVENUE MANAGEMENT

Revenue Sources

The Contractor shall identify, manage, and optimize all approved revenue streams, including:

Stadium and Venue Hire; Sporting events, Concerts, Conferences, Exhibitions, Government functions, Community events.

Sponsorship Revenue: Official sponsors, Venue sponsors, Event sponsors, Commercial partnerships.

Naming Rights Revenue

Subject to approval by NCS.

Hospitality Revenue: Corporate suites, Hospitality lounges, VIP seating, Catering operations.

Advertising Revenue: Digital advertising, Static advertising, Perimeter advertising, Scoreboard advertising.

Parking Revenue: Event parking, VIP parking, and long-term parking arrangements.

Retail and Concessions Revenue: Food and beverage outlets, Merchandise sales, and commercial tenants.

Sports and Recreation Revenue: Facility memberships, Training programmes, Sports academies, Community programmes.

Revenue Collection Controls

The Contractor shall establish controls to ensure: Accurate billing, Secure collection, Timely banking, Proper reconciliation, Fraud prevention.

Revenue collection systems shall support: Electronic payments, Mobile payments, Online transactions, Point-of-sale systems. Cash handling shall be minimized wherever possible.

Revenue Reconciliation

All revenues shall be reconciled:

Daily - Operational revenue reconciliation.

Monthly - Management reconciliation.

Quarterly- Independent verification and review.

The Contractor shall maintain full audit trails for all transactions.

Revenue Sharing Arrangement

Open joint bank account (Government and Management Contractor)

The Contractor shall, at its own cost and risk, operate, manage and maintain the Stadium and shall be entitled to recover its approved operating and maintenance expenses and earn a reasonable profit from revenues generated from the Stadium. All revenues generated from the Stadium shall be collected through an electronic revenue collection system and deposited into a joint bank account operated by the Government and the Contractor. Government shall monitor the collection in real time. There shall be Government oversight of all collections, operations/expenditures relating to the management of the Stadium. After deduction of the approved operating and maintenance expenses and the agreed profit margin of the Operator, the net surplus revenue shall be remitted to Government in accordance with the revenue-sharing formula set out in the Agreement. The Operator shall maintain proper books of account and submit periodic audited financial statements to the Government for verification of revenues, expenses, and amounts payable to the Government.

4.3 COMMERCIAL MANAGEMENT

Commercial Strategy

The Contractor shall develop a rolling five-year Commercial Development Strategy.

The Strategy shall address: Market positioning, Revenue growth, Sponsorship development, Tenant attraction, Brand enhancement, Event attraction.

The Strategy shall be reviewed annually.

Commercial Agreements

The Contractor may negotiate commercial agreements subject to applicable approvals.

Commercial agreements shall include: Sponsorship agreements, Venue hire agreements, Naming rights agreements, Advertising agreements, Concession agreements, and Service agreements.

All agreements shall be documented and maintained within a Contract Register.

Commercial Risk Management

The Contractor shall identify and manage commercial risks, including: Revenue fluctuations, Event cancellations, Sponsorship losses, Market changes, Tenant defaults.

Commercial risk assessments shall be updated annually.

4.4 PROCUREMENT MANAGEMENT

Procurement Procedures

The Contractor shall establish procurement procedures that ensure: Transparency, Value for money, Competition, Accountability, and Ethical conduct.

Procurement Planning

An Annual Procurement Plan shall be submitted to NCS for information and review.

The Plan shall identify: Goods; Services, Works, and estimated values, and Procurement schedules.

Contract Management

The Contractor shall maintain a Contract Register covering: Service providers, Lease agreements, and Commercial arrangements.

The Register shall identify contract values, expiry dates, and performance obligations.

4.5 CASH MANAGEMENT

Banking Arrangements

The Contractor shall maintain approved banking arrangements for all Stadium operations.

Separate accounts shall be maintained where required under the Contract.

The Contractor shall operate accounts in which all client funds shall be deposited: expenditure accounts.

These accounts shall be audited by NCS – Auditor General.

Cash Flow Management

The Contractor shall maintain sufficient liquidity to support: Operational requirements, Maintenance programmes, Event delivery, and Emergency expenditures.

Monthly cash flow forecasts shall be prepared.

4.6 FINANCIAL REPORTING

Monthly Financial Reports

The Contractor shall submit Monthly Financial Reports not later than the 10th day of the following month.

The reports shall include: Revenue performance, Expenditure performance, Budget variances, Cash flow position, Debtors analysis, Creditors analysis.

Quarterly Financial Reports

Quarterly reports shall include: Financial performance summaries, Revenue trend analysis, Commercial performance, Forecast updates, and Risk assessments.

Annual Financial Statements

The Contractor shall prepare Annual Financial Statements in accordance with IFRS.

Statements shall include: Statement of Financial Position, Statement of Comprehensive Income, Cash Flow Statement, Notes to Accounts.

Annual Statements shall be independently audited.

5.0 HEALTH, SAFETY, SECURITY, AND SUSTAINABILITY AND ENVIRONMENTAL STEWARDSHIP (HSSE)

GENERAL REQUIREMENTS

The Contractor shall establish, implement, maintain, and continuously improve a comprehensive Health, Safety, Security, and Environmental Management System (HSSE-MS) consistent with internationally recognized standards and best practices.

The HSSE-MS shall be aligned with:

- ISO 45001 Occupational Health and Safety Management Systems;
- ISO 14001 Environmental Management Systems;
- CAF Stadium Safety and Security Regulations;
- FIFA Stadium Safety and Security Regulations;
- Uganda Occupational Safety and Health Act;
- Uganda Environmental Management Laws;
- Uganda Fire Prevention and Rescue Services Regulations;
- National Building Regulations;
- International Event Safety Standards.
- ISO 50001 Energy Management Systems;
- United Nations Sustainable Development Goals (SDGs);
- National Environment Act;
- National Climate Change Act;
- Applicable NEMA Regulations;
- International Sustainability Standards for Sports Venues.

The Contractor shall ensure that all activities undertaken within the Stadium Complex are conducted in a manner that protects: Human life, Property and assets, the environment, Business continuity, the reputation of the National Council of Sports and the Government of Uganda.

The Contractor shall adopt a Zero Harm philosophy and shall strive to achieve zero fatalities, zero major incidents, and zero preventable accidents.

5.1 HEALTH AND SAFETY MANAGEMENT SYSTEM

Health and Safety Policy

Within ten (10) days of Contract Commencement, the Contractor shall prepare and submit a comprehensive Health and Safety Policy for approval by NCS.

The policy shall define the following: Health and Safety Objectives, Roles and Responsibilities, Risk Management Procedures, Incident Reporting Procedures, Emergency Response Arrangements, Contractor Management Requirements, Training Requirements, and Monitoring and Review Mechanisms.

The Policy shall be reviewed annually.

Risk Assessment and Hazard Management

The Contractor shall conduct comprehensive risk assessments for: Stadium operations, Sporting events,

Concerts and entertainment events, Construction activities, Maintenance activities, Crowd management activities, and Security operations.

Risk assessments shall identify: Hazards, Risk ratings, Control measures, Residual risks, and Responsible personnel.

The Contractor shall maintain a live Risk Register, which shall be updated monthly and submitted to NCS quarterly.

Safe Systems of Work

The Contractor shall establish documented procedures for: Work at height, Confined space entry, Electrical isolation and lockout/tagout, Hot work, Excavation works, Chemical handling, Lifting operations, and Plant and equipment operation.

No high-risk activity shall be undertaken without approved permits and risk assessments.

OCCUPATIONAL HEALTH MANAGEMENT

The Contractor shall establish programmes to protect the health and well-being of all employees, contractors, and visitors.

These programmes shall include:

Medical Surveillance

Monitoring of employees exposed to occupational hazards.

Occupational Hygiene

Assessment and control of: Noise, Dust, Vibration, Chemicals, and Biological hazards.

Mental Health and Wellbeing

Provision of employee well-being support programmes.

First Aid Services

Provision of adequate first aid facilities and trained personnel.

The Contractor shall ensure adequate medical coverage during all events.

EMERGENCY PREPAREDNESS AND RESPONSE

Emergency Management Framework

The Contractor shall develop and maintain a comprehensive Emergency Preparedness and Response Plan.

The Plan shall address: Fire emergencies, Structural failures, Terrorism threats, Bomb threats, medical emergencies, Civil disturbances, Crowd crush incidents, Utility failures, Hazardous material incidents, Extreme weather events, Flooding, Lightning events.

Emergency Response Teams

The Contractor shall establish Emergency Response Teams comprising personnel trained in: Fire response, First aid, Evacuation management, Crowd control, Incident command.

Emergency response personnel shall be available during all events.

Emergency Exercises

The Contractor shall conduct:

Monthly (Emergency equipment inspections.

Quarterly (Tabletop emergency exercises.

Semi-Annually (Partial emergency drills.

Annually

Full-scale emergency simulations involving external emergency agencies.

Lessons learned shall be documented and corrective actions implemented.

FIRE SAFETY MANAGEMENT

Fire Safety Programme

The Contractor shall implement a Fire Safety Management Programme covering: Fire prevention, Fire detection, Fire suppression, Emergency response, Evacuation planning.

Fire Risk Assessments

Comprehensive fire risk assessments shall be conducted annually and whenever significant operational changes occur.

Fire System Testing

Minimum testing frequencies shall be:

System	Frequency
Fire Alarms	Monthly
Smoke Detectors	Quarterly
Fire Pumps	Weekly
Fire Extinguishers	Monthly
Hose Reels	Monthly
Emergency Lighting	Monthly
Integrated System Tests	Annually

The Contractor shall maintain complete records of all tests and inspections.

5.2 SECURITY MANAGEMENT

General Security Requirements

The Contractor shall provide comprehensive twenty-four (24) hour security services throughout the Stadium Complex.

Security services shall include: Asset protection, Access control, Visitor management, Event security, VIP protection, Incident response, and Perimeter security.

Security Management Plan

Within ten (10) days of Contract Commencement, the Contractor shall prepare a Security Management Plan.

The Plan shall address: Threat assessments, Security staffing, Access control, Crowd control, Surveillance operations, Emergency response, Incident reporting.

Security Operations Centre

The Contractor shall establish and operate a Security Operations Centre responsible for:

- CCTV monitoring;
- Access control monitoring;
- Incident coordination;
- Emergency communications;
- Event command and control.

The Centre shall operate continuously.

Access Control

The Contractor shall implement access control procedures for: Staff, Athletes, Officials, Media, Contractors, Visitors, VIPs, and Service providers.

Electronic access records shall be retained for not less than five (5) years.

CROWD MANAGEMENT

Crowd Management Strategy

The Contractor shall prepare a Crowd Management Strategy designed to ensure safe movement of spectators and visitors.

The Strategy shall include: Capacity management, Entry management, Exit management, Queue management, Emergency evacuation, and Accessibility requirements.

Event Crowd Management Plans

Specific Crowd Management Plans shall be developed for all major events.

These plans shall address:

- Expected attendance;

- Entry procedures;
- Security screening;
- Emergency evacuation routes;
- Medical support arrangements.

Crowd Monitoring

The Contractor shall monitor crowd behaviour through: CCTV systems, Physical patrols, Event monitoring teams, and incident reporting systems.

Appropriate interventions shall be undertaken where unsafe conditions are identified.

TRAFFIC AND TRANSPORT MANAGEMENT

The Contractor shall prepare and implement a Traffic and Transport Management Plan.

The Plan shall address, but not be limited to, Vehicle circulation, Bus parking, VIP parking, Emergency vehicle access, public transport coordination, Pedestrian movement, and Event traffic control.

The Contractor shall coordinate with: Uganda Police, Hoima City Authorities, Emergency Services, and Transport Operators.

5.3 SUSTAINABILITY AND ENVIRONMENTAL STEWARDSHIP

The Contractor shall establish an Environmental Management System consistent with ISO 14001.

The System shall address: Environmental compliance, Pollution prevention, Resource conservation, and Environmental monitoring.

Noise Management

The Contractor shall monitor and manage noise levels associated with: Sporting events, Concerts, Public gatherings, and Mechanical equipment.

Noise monitoring records shall be maintained and submitted to NCS upon request.

Water Quality Management

The Contractor shall monitor water quality within: Swimming pools, Water storage facilities, Potable water systems.

Testing shall be conducted in accordance with applicable health regulations.

5.3.1 SUSTAINABILITY MANAGEMENT FRAMEWORK

Sustainability Policy

Within ten (10) days of Contract Commencement, the Contractor shall prepare and submit a Sustainability Policy for approval by NCS.

The Policy shall establish: Sustainability objectives, Resource-efficiency targets, Environmental performance commitments, ESG reporting requirements, Climate resilience measures, and Community sustainability initiatives.

The Policy shall be reviewed annually.

Sustainability Management Plan

The Contractor shall prepare a five-year Sustainability Management Plan outlining: Strategic sustainability goals, Implementation initiatives, Resource requirements, Performance indicators, Monitoring arrangements.

The Plan shall be updated annually.

5.3.2 ENERGY MANAGEMENT

Energy Management Programme

The Contractor shall establish and maintain an Energy Management Programme designed to optimize energy consumption while maintaining operational performance and user comfort.

The Programme shall cover: Stadium lighting systems, Floodlighting systems, HVAC systems, Pumps and motors, ICT systems, Security systems, Commercial facilities, administrative facilities.

Renewable Energy Integration

Where technically and financially viable, the Contractor shall propose renewable energy initiatives including: Solar photovoltaic systems, Solar water heating systems, Battery energy storage systems,

Renewable energy procurement programmes.

The Contractor shall annually identify opportunities for renewable energy expansion.

5.3.3 CLIMATE CHANGE AND RESILIENCE

Climate Adaptation Measures

The Contractor shall implement adaptation measures to improve facility resilience, including: Drainage improvements, Flood protection measures, Heat management initiatives, Emergency preparedness enhancements.

5.3.4 GREEN PROCUREMENT

Sustainable Procurement Policy

The Contractor shall adopt procurement practices that prioritize: Environmentally friendly products, Energy-efficient equipment, Sustainable construction materials, Recyclable products, locally sourced products where feasible.

Supplier Sustainability Requirements

Suppliers and service providers shall be encouraged to demonstrate: Environmental responsibility, Ethical business practices, Compliance with labour laws, Sustainable production methods.

5.3.5 SOCIAL RESPONSIBILITY AND COMMUNITY IMPACT

Community Engagement

The Contractor shall support programmes that promote: Sports development, Youth participation, Community health, Environmental awareness.

Local Content

The Contractor shall maximize the utilization of, Local labour, Local suppliers, Local service providers. The Contractor shall report annually on local content achievements.

Capacity Building

The Contractor shall implement programmes aimed at transferring knowledge and skills to Ugandan personnel to support long-term sustainability of facility operations.

5.3.6 ESG REPORTING

Sustainability Reporting

The Contractor shall prepare an Annual Sustainability Report covering: Energy performance, Water performance, Waste management performance, Carbon emissions, Community initiatives, Local content achievements, ESG indicators.

The report shall be submitted to NCS not later than 31 January each year.

Sustainability Audits

The Contractor shall conduct: Quarterly Internal Sustainability Reviews, Annual Sustainability Audits, Five-Year Sustainability Performance Assessments

Audit findings shall be incorporated into continuous improvement programmes.

Continuous Improvement

The Contractor shall establish a Sustainability Improvement Register to document: Improvement opportunities, Approved initiatives, Resource requirements, Performance benefits, Implementation status.

The Contractor shall submit updates on improvement initiatives as part of its quarterly performance reports.

6.0 REGULATORY COMPLIANCE, INTERNATIONAL STANDARDS, AND CERTIFICATION REQUIREMENTS

GENERAL REQUIREMENTS

The Contractor shall ensure that Hoima City Stadium remains fully compliant with all applicable national laws, regulations, international sporting standards, safety requirements, environmental obligations, and certification requirements throughout the Contract Period.

The Contractor shall be responsible for monitoring changes in legislation, regulations, technical standards, and sporting requirements and shall implement all necessary measures to maintain

compliance.

Failure to maintain any mandatory certification, permit, license, or approval due to Contractor negligence shall constitute a material breach of Contract.

The Contractor shall bear full responsibility for coordinating all inspections, audits, certifications, renewals, and compliance reporting required under this Contract.

6.1 REGULATORY COMPLIANCE FRAMEWORK

Compliance Management System

Within ten (10) days of Contract Commencement, the Contractor shall establish a Compliance Management System (CMS).

The CMS shall include: Compliance Register, Regulatory Obligations Register, Permit and Certification Register, Compliance Monitoring Procedures, Regulatory Reporting Procedures, Audit and Inspection Tracking System, and Corrective Action Management Procedures.

The Compliance Register shall be maintained electronically and shall always be available to NCS.

Compliance Register

The Contractor shall maintain a comprehensive Compliance Register covering: Statutory obligations, Regulatory obligations, Sporting federation requirements, Environmental obligations, Occupational health and safety requirements, Building code requirements, Fire safety obligations, Utility compliance obligations.

The Register shall identify: Applicable requirement, Responsible authority, Compliance deadline, Responsible officer, Current compliance status, and Corrective actions.

6.1.1 International Sporting Standards

- CAF Compliance
- FIFA Compliance
- World Athletics Compliance
- Indoor Sports Federation Compliance
- National Regulatory Compliance
- Occupational Safety Compliance
- Environmental Compliance

Fire Safety Certification

Fire Safety Compliance: The Contractor shall maintain full compliance with all fire safety requirements prescribed by competent authorities.

The Contractor shall ensure: Fire protection systems remain operational, Fire inspections are conducted, Fire permits remain valid, and Fire evacuation plans remain current.

Fire Certification Renewals

The Contractor shall coordinate and facilitate all inspections necessary for renewal of fire safety certifications.

Any deficiencies identified during inspections shall be corrected within approved timelines

Mechanical, Electrical, And Specialized System Certifications

Mandatory Technical Inspections

The Contractor shall coordinate statutory inspections and certifications for: Elevators and lifts, Escalators, Pressure vessels, HVAC systems, Standby generators, Electrical installations, Fuel storage systems, Water treatment systems.

Inspection certificates shall be maintained on site and uploaded into the Asset Management System.

Electrical Compliance

The Contractor shall ensure that all electrical systems are inspected and maintained in accordance with applicable electrical codes and standards.

Annual electrical compliance inspections shall be undertaken by qualified professionals.

CERTIFICATION MANAGEMENT

Certification Register

The Contractor shall maintain a Certification Register covering: Regulatory certifications, Sporting certifications, technical certifications, Environmental certifications, Safety certifications.

The Register shall identify: Certificate number, Issuing authority, Issue date, Expiry date, Renewal status.

Certification Renewal Procedures

The Contractor shall initiate renewal processes not less than ninety (90) days prior to expiry of any certificate or permit.

The Contractor shall ensure that no certification lapses during the Contract Period.

NON-COMPLIANCE MANAGEMENT

Compliance Breaches

Compliance breaches shall be categorized as:

Minor Non-Conformance

Administrative or procedural deficiencies without significant risk.

Major Non-Conformance

Deficiencies capable of affecting operations, safety or regulatory standing.

Critical Non-Conformance

Deficiencies that may: Jeopardize life safety, Cause event cancellation, Result in regulatory sanctions, Cause loss of certification.

Corrective Action Plans

The Contractor shall prepare Corrective Action Plans for all identified non-conformities.

The Plans shall include: Root cause analysis, Corrective actions, Preventive measures, Responsible personnel, Implementation timelines.

REGULATORY REPORTING

The Contractor shall prepare and submit all reports required by:

- NCS;
- Government authorities;
- Environmental regulators;
- Safety regulators.

Copies of all submissions shall be provided to NCS within five (5) working days of submission.

CONTINUOUS COMPLIANCE IMPROVEMENT

The Contractor shall continuously review and improve compliance systems throughout the Contract Period.

Annual Compliance Improvement Plans shall be submitted to NCS detailing: Emerging regulatory risks, Planned compliance enhancements, Technology improvements, Training programmes, and resource requirements.

The Contractor shall ensure that Hoima City Stadium remains capable of hosting national, regional and international events throughout the Contract Period without regulatory restrictions or certification limitations.

7.0 INFORMATION MANAGEMENT, REPORTING, DIGITAL SYSTEMS, AND RECORDS MANAGEMENT

General Requirements

The Contractor shall establish, operate, and maintain integrated reporting, information management, records management, and digital systems necessary to support the effective management, operation, maintenance, commercialisation, and governance of Hoima City Stadium.

The Contractor shall ensure that all operational, technical, financial, commercial, safety, and asset

information is: Accurate, Complete, Timely, Verifiable, Secure, and accessible to NCS.

The Contractor shall implement systems that facilitate data-driven decision-making, performance monitoring, risk management, and continuous improvement.

All records created under this Contract shall remain the property of the National Council of Sports.

7.1 INFORMATION MANAGEMENT FRAMEWORK

Information Management Policy

Within ten (10) days of Contract Commencement, the Contractor shall prepare and submit an Information Management Policy for approval by NCS.

The Policy shall address:

- a) Data governance;
- b) Data ownership;
- c) Data quality management;
- d) Records retention;
- e) Information security;
- f) Access control;
- g) Data backup and recovery;
- h) Business continuity arrangements.

Information Governance Structure

The Contractor shall designate responsible officers for:

Asset information management, technical documentation management, Commercial data management, financial records management, Security information management, Compliance records management. Responsibilities shall be clearly defined and documented.

7.2 DIGITAL MANAGEMENT SYSTEMS

Integrated Digital Management Environment

The Contractor shall implement and maintain integrated digital systems capable of supporting: Facility management, Asset management, Maintenance management, financial management, Commercial management, Event management, Security management, Reporting, and analytics.

The Contractor shall ensure interoperability between systems wherever practicable.

Computerised Maintenance Management System (CMMS)

The Contractor shall maintain a CMMS covering all assets within the Stadium Complex.

The CMMS shall provide: Asset inventory management, Preventive maintenance scheduling, Corrective maintenance tracking, Work order management, Spare parts management, Maintenance cost tracking, and Asset performance analysis. The CMMS shall generate automated reports and alerts. NCS shall be granted read-only access to the system.

Asset Management Information System

The Contractor shall maintain a digital Asset Management Information System containing:

Asset Register, Asset condition data, Asset criticality rankings, Lifecycle information, Replacement forecasts, Warranty information.

The System shall support long-term asset planning and investment decision-making.

Event Management System

The Contractor shall maintain an Event Management System capable of managing Event bookings, Event scheduling, Resource allocation, Event readiness tracking, and Venue utilization reporting.

The System shall support annual event planning and performance monitoring.

Commercial Management System

The Contractor shall maintain digital records for: Sponsorship agreements; Advertising contracts, Venue hire agreements, Hospitality arrangements, Tenant agreements.

The System shall support commercial reporting and revenue assurance.

7.3 Records Management

General Records Requirements

The Contractor shall establish and maintain a Records Management System covering all records

generated under the Contract.

Records shall be: Indexed, securely stored, easily retrievable, and protected against loss or damage.

Categories of Records

The Contractor shall maintain records, including but not limited to:

Technical Records. (Maintenance records, Inspection reports, Asset condition reports, Engineering assessments, Test certificates).

Commercial Records (Contracts, Sponsorship agreements, Tenant agreements, Revenue records).

Financial Records (Budgets, Invoices, Financial statements, Audit reports).

Safety Records (Incident reports, Risk assessments, Emergency drill records, Training records).

Compliance Records (Permits; Licences; Certifications, Audit reports)

Records Retention Requirements

Minimum retention periods shall be:

Record Type	Retention Period
Financial Records	10 Years
Asset Records	Asset Life + 10 Years
Maintenance Records	10 Years
Incident Records	10 Years
Compliance Records	10 Years
Event Records	7 Years
CCTV Records	As Approved by NCS and Law

No records shall be destroyed without prior approval from NCS.

7.4 Reporting Requirements

General Reporting Principles

All reports shall be Accurate, Objective, Timely, Evidence-based, and digitally submitted.

Reports shall contain sufficient information to enable NCS to evaluate performance, risks, and compliance.

DAILY REPORTING

The Contractor shall maintain daily operational records including: Facility status, Major maintenance activities, Incident summaries, Utility consumption monitoring, and Security incidents.

Daily reports shall be available for inspection upon request.

WEEKLY REPORTING

The Contractor shall prepare weekly management summaries covering: Operations status, Maintenance performance, Event preparations, Safety performance, and Critical issues requiring management attention.

MONTHLY REPORTING

Monthly Operations Report

The Contractor shall submit a Monthly Operations Report not later than the fifth (5th) working day of the following month.

The report shall include:

Operations (Facility utilization, Event activities, Operational challenges.

Engineering (Asset availability, Maintenance compliance, Breakdown analysis.

Utilities (Energy consumption, Water consumption, Utility costs).

Customer Experience (Complaints, Customer satisfaction, Service improvements.

Monthly Financial Report

The Contractor shall submit Monthly Financial Reports in accordance with Chapter 9.

Monthly Commercial Report

The Contractor shall submit a Commercial Performance Report covering (Venue bookings, Sponsorship activities, Advertising performance, Hospitality revenue, Commercial opportunities pipeline).

Monthly HSSE Report

The Contractor shall report on: Incidents, Near misses, Training activities, Environmental performance, Emergency preparedness activities.

QUARTERLY REPORTING

Quarterly Performance Report

The Contractor shall submit a consolidated Quarterly Performance Report including: (KPI performance, financial performance, Asset performance, Commercial performance, Risk management status, Compliance status.

The report shall include trend analysis and performance forecasts.

Quarterly Asset Condition Report

The Contractor shall provide: (Asset condition ratings, Asset deterioration trends, Replacement recommendations, Maintenance effectiveness assessments.

Quarterly Risk Report

The Contractor shall update: (Strategic risks, Operational risks, financial risks, Compliance risks, Reputational risks.

Risk mitigation measures shall be clearly identified.

ANNUAL REPORTING

Annual Stadium Performance Report

The Contractor shall submit an Annual Stadium Performance Report not later than 31 January each year.

The Report shall include: (Operational performance, Commercial performance, financial performance, Sustainability performance, Compliance performance, Customer experience performance.

The Report shall include year-on-year comparisons.

Annual Asset Management Report

The Contractor shall submit a comprehensive Asset Management Report covering: (Asset condition assessments, Lifecycle performance, Asset replacement needs, Capital planning recommendations.

Annual Business Plan

The Contractor shall submit the Business Plan for the following Contract Year.

MANAGEMENT DASHBOARDS

Executive Dashboard

The Contractor shall maintain a real-time Executive Dashboard displaying: Asset availability, Event readiness, Revenue performance, Utility performance, Safety indicators, Customer satisfaction indicators.

NCS shall have dashboard access.

KPI Dashboard

The Contractor shall maintain digital KPI dashboards tracking all contractual performance indicators. Performance status shall be categorized as: Green (Compliant), Amber (At Risk), Red (Non-Compliant).

DOCUMENT CONTROL

Document Management System

The Contractor shall establish a controlled document management system.

The system shall manage: (Policies, Procedures, Manuals, Technical drawings, Contracts, Reports.

Revision Control

All controlled documents shall include: (Document number, Revision number, Approval status, Revision history.

Only current approved versions shall be available for operational use.

TECHNICAL DOCUMENTATION MANAGEMENT

The Contractor shall maintain complete and updated records, including:

Engineering Documentation (As-built drawings, Single-line diagrams, Equipment manuals, technical specifications.

Asset Documentation (Asset histories, Maintenance histories, Warranty information.

Compliance Documentation (Inspection reports, Test certificates, Regulatory approvals.

INFORMATION SECURITY

Data Protection

The Contractor shall implement appropriate safeguards to protect Personal Information, financial information, commercially sensitive information, and Security-Related Information.

Cybersecurity

The Contractor shall establish cybersecurity measures covering: Networks, Servers, Digital management systems, Access controls, and Data backups.

Annual cybersecurity assessments shall be undertaken.

Business Continuity and Data Recovery

The Contractor shall establish: **Data Backup Procedures, Disaster Recovery Plans, Business Continuity Procedures**

Backups shall be conducted regularly and stored securely. Recovery testing shall be undertaken at least annually.

AUDIT AND INSPECTION RIGHTS

NCS shall have the right to inspect, review, audit, and verify all information, systems, reports, and records maintained by the Contractor.

The Contractor shall provide unrestricted access to (Digital systems, Physical records, supporting documentation, Personnel responsible for records management.

Such inspections may be conducted at any time upon reasonable notice.

8.0 MOBILISATION, TRANSITION, HANDOVER AND EXIT MANAGEMENT

8.1 PURPOSE

The purpose of this Chapter is to ensure the orderly commencement, continuity, transfer and conclusion of management services without disruption to operations, public safety, commercial activities or asset preservation.

The Contractor shall cooperate fully with NCS throughout mobilisation, operational transition, contract expiry, termination or replacement by another service provider.

8.2 MOBILISATION PERIOD

Mobilisation Requirements

The Contractor shall complete mobilisation activities within Thirty (30) days of Contract Award unless otherwise approved by NCS.

The mobilisation period shall include:

- Recruitment of support personnel;
- Establishment of site offices;
- Establishment of management systems;
- CMMS implementation;
- Asset verification;
- Development of management plans;
- Insurance placement;
- Staff induction;

- Stakeholder engagement.

Mobilisation Deliverables

The Contractor shall submit:

- Mobilisation Plan;
- Organizational Structure;
- Staffing Plan;
- Asset Verification Report;
- Baseline Condition Assessment;
- Risk Register;
- Emergency Response Plan;
- Annual Business Plan.

INITIAL ASSET CONDITION ASSESSMENT

Within ten (10) days of commencement, the Contractor shall undertake a comprehensive asset Valuation condition assessment in consultation with NCS and the Chief Government Valuer.

The assessment shall establish: Asset inventory, Asset condition, Defects register, Outstanding defects attributable to construction, Lifecycle status, Warranty status.

The assessment shall establish the baseline against which future contractor performance shall be measured.

8.3 Knowledge Transfer

The Contractor shall establish procedures for capturing and preserving institutional knowledge.

Knowledge transfer shall include: Operational procedures, Maintenance history, technical documentation, Commercial agreements, Stakeholder relationships, Lessons learned.

CONTRACT EXPIRY MANAGEMENT

Not less than twelve (12) months prior to contract expiry, the Contractor shall prepare an Exit Management Plan.

The Plan shall include: Transition activities, Resource requirements, Asset handover arrangements, Data transfer procedures, and Staff transition considerations.

8.4 Handover Requirements

At expiry or termination, the Contractor shall hand over:

Asset Records (Asset registers, Maintenance records, Condition assessments.

Financial Records (Financial statements, Audit reports, Revenue records.

Commercial Records (Contracts, Sponsorship agreements, Lease agreements.

Operational Records (Procedures, Manuals, Training records.

8.5 Exit Condition Requirements

The Contractor shall return the facility in a condition no worse than the approved asset condition standards, subject to normal wear and tear. NCS shall commission an independent Exit Condition Audit. Any deficiencies identified shall be rectified at the Contractor's expense.

Transition Assistance

For a period of up to six (6) months following expiry or termination, the Contractor shall provide reasonable transition assistance as directed by NCS.

Exit Performance Certification

NCS shall conduct a Final Contract Performance Review prior to issuance of a Final Performance Certificate.

The Final Certificate shall be contingent upon:

- Successful handover;
- Settlement of obligations;
- Completion of corrective actions;
- Delivery of all records and assets.

Section 6: Eligible Countries

Procurement Reference Number:

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 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

1. Definitions

- 1.1 The following words and terms shall have the meanings assigned to them:
- a. “Annual Contribution” means the annual financial contribution payable by the PDE to

- the provider under GCC Sub-Clause 32.4, in the amount and on the schedule specified in the SCC;
- b. "Collections" means all revenue, fees, charges, and other amounts howsoever generated by the provider from the Scope of Commercial Activities, before deduction of any cost, expense, tax, or the Management Fee;
 - c. "Collection Target" means the minimum amount of Collections which the provider is required to generate in a Contract Year, as set out in Appendix B to the Agreement and adjusted annually in accordance with GCC Clause 40;
 - d. "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.
 - e. "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.
 - f. "Contract Manager" is the person appointed by the Accounting Officer from the user department or another PDE to manage the contract.
 - g. "Contract Price" means the price stated in the Agreement and thereafter adjusted with the provisions of the contract.
 - h. "Contract Year" means each successive period of twelve (12) months falling within the Contract Period, the first Contract Year commencing on the Commencement Date;
 - i. "Day" means working day. "Month" means calendar month.
 - j. "Eligible Countries" means the countries and territories eligible as listed in the SCC.
 - k. "ESHS" means environmental, social (including sexual exploitation and abuse(SEA) and gender-based violence (GBV)), health and safety.
 - l. "GCC" means the General Conditions of Contract.
 - m. "Joint Account" means the bank account referred to in GCC Clause 39, opened in the joint names of the PDE and the provider, or held and operated in such other manner as the SCC may specify, into which all Collections shall be deposited;
 - n. "Management Fee" means the percentage of Collections which the provider is entitled to retain as consideration for the Services, as specified in the SCC;
 - o. "New Facilities" means facilities, whether immovable or movable, including equipment, supplies, and other property, constructed or purchased by the PDE or the provider during the Contract Period for the management or commercialization of the Site;
 - p. "Party" means the PDE or the provider, as the case may be, and "Parties" means both of them.
 - q. "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;
 - r. "Procuring and Disposing Entity (PDE)" means the entity purchasing the Services, as specified in the Agreement.
 - s. "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 PDE and is named as such in the Agreement, and includes the legal successors or permitted assigns of the provider.
 - t. "Repair, Replacement and Rehabilitation Fund" means the fund established under GCC Sub-Clause 39.7, to be applied towards the repair, replacement, and rehabilitation of the Site and the New Facilities, funded and operated in accordance with GCC Clause 39;
 - u. "SCC" means the Special Conditions of Contract.
 - v. "Scope of Commercial Activities" means the commercial activities described in

Appendix C to the Agreement, being the activities which the provider is authorized and required to manage and exploit for the generation of Collections;

- w. "Services" means the services to be performed by the provider as described in the contract.
- x. "Shortfall" means the amount, if any, by which the Collections actually generated by the provider in a Contract Year fall below the Collection Target for that Contract Year, as determined in accordance with GCC Clause 40;
- y. "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.
- z. "The Site," where applicable, means the place named in the SCC
- aa. "Tribunal" means the Tribunal established under the Public Procurement and Disposal of Public Assets Cap 205.
- bb. "Written" or "in writing" means type-written, printed or electronically made, and resulting in a permanent record.

2. Interpretation

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

2.2 Contract

The contract constitutes the whole agreement between the PDE and the provider and supersedes all communications, negotiations and agreements (written or oral) of parties with respect thereto made prior to the date of contract.

2.3 Amendment

No amendment or other variation of the contract shall be valid unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party thereto.

2.4 Non-waiver

- a. Subject to GCC Sub-Clause 20.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the contract, neither shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
- b. Any waiver of a party's rights, powers, or remedies under the contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.5 Severability

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

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. Special Conditions of Contract,
- c. General Conditions of Contract,
- d. Statement of Requirements,
- e. The provider's bid and any changes agreed to by the provider and the PDE,
- f. any other document listed in the SCC as forming part of the contract.

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

4. Scope of the Services

4.1 The Services to be provided shall be as specified in the Statement of Requirements in the

Contract.

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

5. Commencement of Services

- 5.1 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
- 5.2 If the contract has not become effective within such time period after the date of contract stated in GCC Sub-Clause 5.1, 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.

6. Completion Period and Completion of the Services

- 6.1 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 5.1.
- 6.2 The completion of the Services shall be in accordance with the Agreement.

7. Language

- 7.1 The contract as well as all correspondence and documents relating to the contract exchanged by the provider and the PDE, shall be written in English unless specified otherwise in the SCC. Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the contract, this translation shall govern.
- 7.2 The provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Joint Venture.

- 8.1 Unless otherwise specified in the SCC, if the provider is a JV all of the parties shall be jointly and severally liable to the PDE for the fulfilment of the provisions of the contract and shall act through the authorised representative to bind the JV. The composition or the constitution of the JV shall not be altered without the prior consent of the PDE.

9. Eligibility

- 9.1 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.
- 9.2 All Services and Related Supplies to be supplied under the contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Supplies have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly.

10. Notices

- 10.1 Any notice given by one party to the other pursuant to the contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified in the BDS, distributed or received through the electronic- procurement system used by the PDE) with proof of receipt.
- 10.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 10.3 A party may change its address for notice hereunder by giving the other party notice of such change.

11. Governing Law

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

12. Procedure for Settlement of Disputes

- 12.1 The PDE 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.
- 12.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution as specified in the SCC.

13. Intellectual Property

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

14. Confidential Information

- 14.1 The PDE and the provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract. Notwithstanding the above, the provider may furnish to its subcontractor such documents, data, and other information it receives from the PDE to the extent required for the subcontractor to perform its work under the contract, in which event the provider shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the provider under GCC Clause 29
- 14.2 The PDE shall not use such documents, data, and other information received from the provider for any purposes unrelated to the contract. Similarly, the provider shall not use such documents, data, and other information received from the PDE for any purpose other than the design, procurement, or other work and services required for the performance of the contract.

- 14.3 The obligation of a party under GCC Sub-Clauses 29.1 and 29.2, however, shall not apply to information that:
- The PDE or provider need to share with any institution participating in the financing of the contract;
 - Now or hereafter enters the public domain through no fault of that party;
 - Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 14.4 The provisions of GCC Clause 29 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the contract in respect of the Supply or any part thereof.
- 14.5 The provisions of GCC Clause 29 shall survive completion or termination, for whatever reason, of the contract.

15. Subcontracting

- 15.1 The provider shall notify the PDE in writing of all subcontracts awarded under the contract if not already specified in the bid. Sub-contracting shall in no event relieve the provider from any of its obligations, duties, responsibilities, or liability under the contract.
- 15.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 6.

16. Specifications and Standards

- 16.1 Technical Specifications
- The provider shall ensure that the Services comply with the technical specifications and other provisions of the contract.
 - The provider shall be entitled to disclaim responsibility for any specification or other document, or any modification thereof provided by or on behalf of the PDE, by giving a notice of such disclaimer to the PDE.
 - The Services performed under this contract shall conform to the standards mentioned in the Terms of Reference.
- 16.2 Wherever references are made in the contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Terms of Reference. During contract execution, any changes in any such codes and standards shall be applied only after approval by the PDE and shall be treated in accordance with GCC Clause 26.

17. Insurance to be Taken Out by the Provider

- 17.1 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 PDE as shall be specified in the SCC.

- 17.2 The provider shall at the PDE's request, provide evidence to the PDE showing that such insurance has been taken out and maintained.

18. Accounting, Inspection and Auditing

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.

19. Code of Conduct

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

20. Indemnification

- 20.1 At its own expense, the provider shall indemnify, protect and defend, the PDE, 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, trade marks and other forms of intellectual property such as copyrights.
- 20.2 At its own expense, the provider shall indemnify, protect and defend the PDE, 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 PDE 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.
- 20.3 The aggregate liability of the provider to the PDE shall not exceed the total contract value or such other amount specified in the SCC.
- 20.4 The provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a. The PDE 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 PDE.

- 20.5 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.

21. Liquidated Damages

- 21.1 If so stated in the SCC and except as provided under GCC Clause 32, if the provider fails to perform the Services within the period specified in the contract, the PDE may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the contract price for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the PDE may terminate the contract pursuant to GCC Clause 27.
- 21.2 If the completion date is extended after liquidated damages have been paid, the PDE shall correct any overpayment of liquidated damages by the provider by adjusting the next payment certificate.

22. Change in Laws and Regulations

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 24 or price adjustment in accordance with GCC Clause 33.

23. Force Majeure

- 23.1 The provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 23.2 For purposes of this Clause, "force majeure" means an event or situation beyond the control of the provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the provider. Such events may include, but not be limited to, acts of the Government of Uganda in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3 If a force majeure situation arises, the provider shall promptly notify the PDE in writing of such condition and the cause thereof. Unless otherwise directed by the PDE in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

24. Change Orders and Contract Amendments.

- 24.1 The PDE may at any time request the provider through notice in accordance with GCC Clause 10, to make changes within the general scope of the contract.
- 24.2 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 PDE's change order.
- 24.3 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.

25. Tax

The Project Manager shall adjust the contract price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the contract and the date of the final completion certificate. The adjustment shall be the change in the amount of tax payable by the contractor, provided such changes are not already reflected in the contract price or are a result of GCC Clause 24.

Save as otherwise provided in this Clause 25 or expressly exempted by the SCC or by Applicable Law, the provider shall be responsible for, and shall pay when due, all taxes, duties, fees, and other governmental levies arising from or in connection with the performance of the Services or the receipt of the Management Fee, in accordance with the laws of Uganda.

26. Extensions of Time

- 26.1 If at any time during performance of the contract, the provider or its subcontractors should encounter conditions impeding timely completion of the Services pursuant to GCC Clause 6, the provider shall promptly notify the PDE in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the provider's notice, the PDE shall evaluate the situation and may at its discretion extend the provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 26.2 Except in case of force majeure, as provided under GCC Clause 23, a delay by the provider in the completion of its obligations shall render the provider liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 26.1.

27. Termination

- 27.1 The PDE 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 27.1 (a) to (h), terminate the contract if:
- a. The provider fails to remedy a failure in the performance of its obligations 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;
 - c. The provider fails to comply with any final decision reached as a result of dispute settlement pursuant to GCC Clause 12 hereof.;
 - d. The provider submits to the PDE a statement which has a material effect on the rights, obligations or interests of the PDE and which the PDE 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 PDE, in its sole discretion and for any reason whatsoever, decides to terminate the contract;
 - g. The provider, in the judgment of the PDE, has engaged in corrupt and fraudulent practices in competing for or in executing the contract; or
 - h. Where the Tribunal direct that a contract should be terminated.
 - i. The provider abandons the performance of the Services, or any material part thereof, without lawful excuse;
 - j. The provider, or any of its directors, officers, or employees, is found by a court of competent jurisdiction to have committed fraud in connection with the bidding process for, or the performance of, the contract; or
 - k. The provider is found by a court of competent jurisdiction to be in breach of any law of Uganda applicable to the performance of the contract.
- 27.2 The provider may, by not less than thirty days written notice to the PDE, such notice to be given after the occurrence of any of the events specified in GCC Clause 27.2 (a) to (c) terminate the contract if:
- a. The PDE 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 PDE of the provider's notice specifying such breach;
 - b. 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
 - c. The PDE fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 12 hereof;
- 27.3 If either party disputes whether an event specified GCC Clauses 27.1 or GCC Clause 27.2 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 12 and the contract shall not be terminated on account of such event except in accordance with the terms of any resulting consent agreement or court decision award.

28. Assignment

Neither the PDE nor the provider shall assign, in whole or in part, their obligations under this contract, except with the prior written consent of the other party.

29. Cessation of Rights and Obligations or Services

- 29.1 Upon termination of the contract pursuant to GCC Clause 27, or upon completion of the Services pursuant to GCC Clause 6 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 14;
 - c. The provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 18; and
 - d. Any right which a party may have under the Governing Laws.
- 29.2 Upon termination of the contract by notice of either party to the other pursuant to GCC Clause 27 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.

C. Obligations of the PDE

30. PDE's Responsibilities

- 30.1 The PDE 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 PDE at the end of the period of the contract.
- 30.2 The PDE 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.
- 30.3 The PDE 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. Obligations of the Provider

31. Obligations of the Provider

- 31.1 The provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices
- 31.2 The provider shall respect and abide by all laws and regulations in force. The provider shall indemnify the PDE against any claims and proceedings arising from any infringement by the provider, its sub-contractors or their employees of such laws and regulations.
- 31.3 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 PDE 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 PDE's legitimate interests, pursuant to conditions of this contract

- 31.4 The provider shall obtain the PDE'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.
- 31.5 The provider shall furnish the PDE with any personnel data or information required by the PDE to arrange the provision of documentation required in accordance with GCC Clause 30.3.

Payment

**32. Contract
Price**

- 32.1 As consideration for the performance of the Services, the provider shall be entitled to retain, by way of Management Fee, the percentage of Collections specified in the SCC, and shall, in addition, receive the Annual Contribution specified in the SCC; the PDE shall not otherwise pay a fixed contract price to the provider.
- 32.2 The provider shall deposit, or cause to be deposited, the whole of every Collection into the Joint Account without deduction, within the period specified in the SCC of its receipt, and shall not apply any Collection to any purpose, including payment of its own Management Fee or operating costs, otherwise than from the Joint Account in accordance with GCC Clause 39.
- 32.3 The Management Fee shall be calculated and paid out of the Joint Account in accordance with GCC Clause 39, and shall be the only remuneration payable by the PDE to the provider for the performance of the Services, save for the Annual Contribution and any amount otherwise expressly payable under the contract.
- 32.4 The PDE shall pay the Annual Contribution to the provider towards the costs of managing and commercializing the Site, in the amount and on the schedule specified in the SCC; the Annual Contribution shall not form part of, and shall not be set off against, the Management Fee.

33. Payment Procedure

- 33.1 Within the period specified in the SCC after the end of each month (or such other period as the SCC may specify), the provider shall prepare and submit to the PDE a statement of Collections for that period, reconciled against amounts deposited into the Joint Account, supported by the documentation specified in the SCC.
- 33.1 The Management Fee for each period shall be released from the Joint Account to the provider within the period specified in the SCC following the PDE's approval of the statement submitted under GCC Sub-Clause 33.1, and the balance of the Collections for that period, after deduction of the Management Fee, shall be released from the Joint Account to the PDE.
- 33.2 No amount shall be withdrawn from the Joint Account otherwise than in accordance with this Clause 33 and GCC Clause 39, and any amount disbursed to the provider in excess of the Management Fee properly due shall be recoverable by the PDE as a debt or by deduction from any subsequent payment due to the provider.

E. Performance of the Services

34. Scope of Services

- 34.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.
- 34.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

35. Provider's Personnel

- 35.1 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.

- 35.2 If required by the Agreement, the provider shall ensure that a manager, acceptable to the PDE, takes charge of the performance of the Services.

36. Working hours of the Personnel

Where the Services are performed on a regular basis at the premises of the PDE, the provider shall work the hours agreed with the PDE where not specified in the Statement of Requirements or the SCC.

37. Replacement of Personnel

If the PDE 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.

38. Performance Security

- 38.1 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 acceptable to the PDE.
- 38.2 The proceeds of the Performance Security shall be payable to the PDE as compensation for any loss resulting from the provider's failure to complete its obligations under the contract.
- 38.3 The Performance Security shall be in one of the forms stipulated by the PDE in the SCC, or in another form acceptable to the PDE.
- 38.4 The Performance Security shall be discharged by the PDE 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.
- 38.5 In addition to the Performance Security under GCC Sub-Clause 38.1, the provider shall, prior to the commencement of each Contract Year after Contract Year 1, furnish to the PDE a Performance Guarantee for that Contract Year, in the amount and form communicated in writing by the PDE to the provider not later than the date specified in the SCC before the start of that Contract Year, acceptable to the PDE; and if the provider fails to furnish the Performance Guarantee as required, the PDE may suspend release of the Management Fee from the Joint Account under GCC Clause 33 until the Performance Guarantee is furnished.

39. Joint Account

- 39.1 Within the period specified in the SCC after the Commencement Date, the provider shall, in conjunction with the PDE, open the Joint Account with a commercial bank licensed in Uganda and acceptable to the PDE, and shall not close, vary the signatories to, or change the bank holding the Joint Account, without the PDE's prior written consent.
- 39.2 The Joint Account shall require the signature of both the PDE and the provider, or of their respective authorized representatives notified in the SCC, for any withdrawal, save for the standing instruction provided for in GCC Sub-Clause 39.3.
- 39.3 The PDE and the provider shall give the bank holding the Joint Account a standing instruction, in terms approved by both parties, for the automatic release from the Joint Account, on the

periodic basis specified in the SCC, of the Management Fee to the provider and the balance of the Collections to the PDE, in accordance with GCC Clause 33.

- 39.4 The provider shall keep accurate and systematic records of all Collections and of all transactions on the Joint Account, shall reconcile the Joint Account monthly, and shall permit the PDE, the Auditor General, or any person nominated by the PDE, to inspect and audit such records and the Joint Account at any time on reasonable notice.
- 39.5 The provider shall bear the full risk of loss or misapplication of any Collection prior to its deposit into the Joint Account, and shall make good, within fourteen (14) days of written demand by the PDE, any Collection which is not deposited into the Joint Account or which is wrongfully withdrawn, disbursed, or applied otherwise than in accordance with this Clause 39.
- 39.6 Upon the expiry or termination of the contract, the provider shall, immediately and in any event within the period specified in the SCC, transfer care, control, and signing authority over the Joint Account, together with all Collections then standing to its credit, to the PDE, and the provider's entitlement to any further Management Fee shall be limited to the Management Fee accrued and unpaid as at the date of expiry or termination.
- 39.7 The provider shall establish and maintain a Repair, Replacement and Rehabilitation Fund, to be applied solely towards the repair, replacement, and rehabilitation of the Site and of the New Facilities.
- 39.8 The Repair, Replacement and Rehabilitation Fund shall be funded by deduction, prior to release of the Management Fee under GCC Clause 33, of the percentage of Collections specified in the SCC, and the amount so deducted shall be held in, or in a sub-account of, the Joint Account.
- 39.9 The provider may apply amounts standing to the credit of the Repair, Replacement and Rehabilitation Fund, up to the percentage of the Fund in any Contract Year specified in the SCC, without further approval of the PDE; any application in excess of that percentage shall require the PDE's prior written approval.

40. Collection Targets and Shortfall Recovery

- 40.1 The provider shall, in each Contract Year, generate Collections not less than the Collection Target for that Contract Year.
- 40.2 The Collection Target for Contract Year 1 shall be as set out in Appendix B to the Agreement. The Collection Target for each subsequent Contract Year shall increase over the Collection Target for the immediately preceding Contract Year by not less than the percentage specified in the SCC, which percentage shall, unless the SCC provides otherwise, be not less than the minimum annual commercial revenue growth rate specified in the Statement of Requirements.
- 40.3 Where, at the end of any Contract Year, the Collections actually generated by the provider are less than the Collection Target for that Contract Year (a "Shortfall"), the provider shall, not later than the date specified in the SCC, submit to the PDE for its approval a Shortfall Recovery Plan setting out: (a) the reasons for the Shortfall; (b) the specific measures by which the provider proposes to recover the Shortfall during the following Contract Year, in addition to meeting the Collection Target otherwise applicable to that following Contract Year; and (c) such other matters as the PDE may reasonably require.
- 40.4 The provider shall implement the Shortfall Recovery Plan as approved by the PDE, and the Collection Target for the Contract Year following a Shortfall shall, for the purpose of GCC Sub-Clause 40.1, be increased by the amount of the Shortfall, in addition to the increase

provided for under GCC Sub-Clause 40.2.

- 40.5 A Shortfall shall not, of itself, constitute a breach of the contract by the provider, provided that the provider submits and implements a Shortfall Recovery Plan in accordance with this Clause 40; save that, where so specified in the SCC, a Shortfall exceeding the percentage of the Collection Target specified in the SCC may attract a deduction from the Management Fee, calculated as specified in the SCC, in like manner as liquidated damages under GCC Clause 21.
- 40.6 Without prejudice to GCC Clause 27, the PDE may treat the provider's failure to achieve the Collection Target in any two consecutive Contract Years, or the provider's failure to submit or implement an approved Shortfall Recovery Plan, as a failure by the provider to perform its obligations under the contract for the purposes of GCC Sub-Clause 27.1(b).

41. Local Content

- 41.1 The provider shall, throughout the Contract Period, to the extent reasonably possible without detriment to the management and commercialization of the Site, and subject to availability in Uganda, ensure that local content requirements are adhered to in training, transfer of knowledge, employment of Ugandan citizens, and the procurement of goods and services from Ugandan companies and Ugandan citizens.
- 41.2 The provider shall, on an annual basis, submit to the PDE its local procurement expenditure schedule indicating local and foreign expenditure, and shall procure locally sourced goods and services, subject to their availability in Uganda, in accordance with the following minimum percentages of locally sourced goods and services used in its operations: (a) thirty percent (30%) in Contract Year 1; (b) fifty percent (50%) in Contract Year 2; (c) eighty percent (80%) in Contract Year 3; and (d) ninety percent (90%) in Contract Year 4 and each subsequent Contract Year.
- 41.3 Where a Ugandan citizen or entity is unable to provide the required goods or services because it cannot meet the quality, quantity, market price, or delivery timeline reasonably required, the provider shall notify the PDE before sourcing the goods or services from a non-Ugandan company or citizen, and the PDE shall verify such unavailability or inability.
- 41.4 The provider shall not be in breach of this Clause 41 for any failure to meet the local content requirements to the extent that such failure is due to circumstances beyond the provider's reasonable control, including the unavailability of qualified local suppliers or labour.
- 41.5 The provider shall annually submit to the PDE, for its approval, a recruitment and training plan for Ugandan employees, and shall ensure that: (a) at least fifty percent (50%) of its management staff are Ugandan citizens from the commencement of the Services, increasing to at least seventy percent (70%) by the third Contract Year; and (b) at least seventy percent (70%) of all other staff are Ugandan citizens from the commencement of the Services, increasing to at least eighty percent (80%) by the third Contract Year.
- 41.6 This Clause 41 is without prejudice to, and operates in addition to, the human resource and social key performance indicators set out in the Statement of Requirements.

42. Marketing and Communications

- 42.1 The provider shall submit a Marketing Plan to the PDE for approval prior to the Commencement Date, and thereafter annually as part of the Annual Business Plan, and shall implement the approved Marketing Plan diligently.
- 42.2 The provider shall allocate marketing expenditure across a diversified range of media, including television, radio, print, outdoor, digital, and social media, both for the marketing of

individual events and activities at the Site and for the marketing of the Site itself as a destination, in accordance with the approved Marketing Plan and budget.

- 42.3 The provider shall ensure that its marketing and communications activities are consistent with, and supportive of, the Destination Marketing Strategy and the Commercialization and Revenue Generation requirements set out in the Statement of Requirements.

43. Consequences of Expiry and Termination

- 43.1 Upon the expiry or termination of the contract, the provider shall comply with the transition and handover provisions set out in the Statement of Requirements, and shall take all steps necessary to ensure the smooth and uninterrupted continuation of the management and commercialization of the Site by the PDE or its successor.
- 43.2 The Parties shall mutually agree in writing on the terms of transfer of any New Facilities, intellectual property, or other assets of the provider relating to the Site, at the time of expiry or termination.
- 43.3 Without prejudice to GCC Sub-Clause 39.6, the provider shall, at the election of the PDE, either (a) transfer all funds standing to the credit of the Joint Account to an account nominated by the PDE, or (b) substitute the signatories to the Joint Account with persons nominated by the PDE.
- 43.4 The provider shall, for a period of up to six (6) months following expiry or termination, or such other period as the PDE may direct, provide reasonable assistance to the PDE or its successor for the orderly migration of records, data, and institutional knowledge relating to the management and commercialization of the Site.

Section 8: Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: NCS/NCONS/26-27/00011
GCC 1.1(f)	Eligible Countries: The Eligible Countries are those listed in Section 5 of the bidding document.
GCC 3.1(f)	Contract Documents; The other documents forming part of the contract are: Bidding documents, i. Approval of the contract by the Solicitor General ii. Approval of the profit-sharing model by the Ministry of Finance, Planning and Economic Development (MoFPED) iii. Contracts committee minutes iv. Approval of the bidding document by Pubic Procurement and Disposal of Assets Authority (PPDA) v. Revenue Sharing Agreement vi. Negotiation minutes
GCC 5.1	Commencement: The Period within which Services shall have commenced following the date of the Agreement is: within five working days after contract signing by both parties
GCC 6.1	Completion: The Services shall be completed by/shall be performed for a period of: Five (5) years
GCC 7.1	Language: The language of the contract shall be English.
GCC 10.1	Notices For notices , the PDE's address shall be: To: Accounting Officer Attention: , Head Procurement and disposal unit National Council of Sports Street Address: Plot 2-10 Coronation Avenue - Lugogo Floor/Room number: Town/City: Kampala Postal Code/PO Box No: 20077 Country: Uganda For notices , the provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: PO Box: Country: Telephone: Email address:

Part 3: Section 8: Special Conditions of Contract

GCC 11	Law: The Governing Laws shall be the Laws of Uganda.
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GCC clause reference	Special Conditions of Contract
GCC 12.1	Procedure for Settlement of Dispute: The Dispute settlement shall be: Litigation before a Court of competent of jurisdiction in Uganda.
GCC 17.1	Insurance taken out by the provider: The risks and coverage shall be: i. The Contractor shall secure an all-risk asset policy that protects the owner against any loss, i.e. ii. Professional Indemnity Insurance, iii. Employer's Liability Insurance, iv. Cyber Security Insurance. v. Business insurance. Evidence of insurance shall be provided annually.
GCC 21.1	Liquidated Damages; Liquidated Damages SHALL apply. The liquidated damage shall be: 0.5% per week of the contract price. The maximum number of liquidated damages shall be: 10% per week of the contract price.
GCC 31.4(b)	The PDE's prior approval: The PDE's prior approval is also required for: i. Contracting sub-contractors ii. On any major renovations and/or modifications to the Facility iii. Key personnel
GCC 32.1	Management Fee: The Management Fee shall be agreed on by the parties upon execution of the Revenue Sharing Agreement.
GCC 32.2	Deposit of Collections: The provider shall deposit each Collection into the Joint Account within forty-eight (48) hours from the date and time of its receipt.
GCC 32.4	Annual Contribution: The PDE shall pay the provider an Annual Contribution which shall be a maintenance fee towards the costs of managing and commercializing the facility. This fee shall be agreed upon by the parties before signing of the contract.
GCC 33.1 & 33.2	Statement of Collections and Release of Management Fee: The provider shall submit its monthly statement of Collections within five (5) working days after the end of each month. The Management Fee shall be released from the Joint Account within thirty (30) days following the PDE's approval of that statement.
GCC 36	Working hours: The working hours for the provider shall be: 24 hours, 7 days a week (Monday to Sunday).
GCC 38.1	Performance Security/Bond: A Performance Security/Bond SHALL be required. The amount and currency of the Performance Security is :N/A
GCC 38.3	Form of Performance Security: The forms of acceptable Performance Security are: Performance securing declaration
GCC 38.4	Discharge of Performance Security: The Performance Security shall be discharged: it shall be discharged after issuance of an acceptance certificate of performance of services by the PDE
GCC 38.5	Performance Guarantee Notice: The PDE shall communicate the amount and form of the Performance Guarantee for each Contract Year not later than fourteen (14) days before the start of that Contract Year.

Part 3: Section 8: Special Conditions of Contract

GCC 39.1	Joint Account – Bank and Opening: The Joint Account shall be opened in a commercial Bank jointly agreed on by the parties within five (05) days of the Commencement Date.
GCC 39.2 & 39.3	Joint Account – Signatories and Standing Instruction: The authorized representatives for signing on the Joint Account shall be the Accounting Officer (for the PDE) and the Authorized Representative with Specific Powers of Attorney for this contract (for the provider). The standing instruction under GCC Sub-Clause 39.3 shall operate on an annual basis.
GCC 39.6	Joint Account – Transfer on Termination: The period for transfer of care, control, and signing authority over the Joint Account under GCC Sub-Clause 39.6 shall be three (03) days.
GCC 39.8	Repair, Replacement and Rehabilitation Fund – Contribution: The Repair, Replacement and Rehabilitation Fund shall be agreed on by the parties upon signing of the Revenue Sharing Agreement.
GCC 39.9	Repair, Replacement and Rehabilitation Fund – Spending Threshold: The Repair, Replacement and Rehabilitation Fund – Spending Threshold shall be agreed on by the parties upon signing of the Revenue Sharing Agreement.
GCC 40.2	Collection Target Escalation: The Collection Target shall be agreed on by the parties upon signing of the Revenue Sharing Agreement.
GCC 40.3	Shortfall Recovery Plan: The provider shall submit the Shortfall Recovery Plan within Ten (10) days after the end of the relevant Contract Year.
GCC 40.5	Shortfall Deduction (if applicable): The Shortfall deduction shall be agreed on by the parties upon signing of the Revenue Sharing Agreement.

Section 9: Contract Forms

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Agreement

For Lump Sum Contract

Procurement Reference No:.....

This Agreement is made the of the month of, ...between
.....
..... of hereinafter called the "PDE") and
.....
of..... (hereinafter called the "provider").

WHEREAS

- a. The PDE invited bids for the provision of (hereinafter called the "Services") as defined herein and attached to this contract and has accepted the providers bid;
- b. The provider having represented to the PDE 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 PDE to the provider as indicated in this Agreement, the provider hereby covenants with the PDE to provide the Services in conformity in all respects with the provisions of the contract.
3. The provider shall, throughout the Contract Period of five (5) years from the Commencement Date, manage and commercialize the Site by carrying out the Scope of Commercial Activities set out in Appendix C, and shall deposit all Collections into the Joint Account in accordance with GCC Clause 39.
4. In consideration of the performance of the Services, the provider shall be entitled to a Management Fee, which shall be a percentage of Collections as specified in the SCC, and the PDE shall, in addition, pay to the provider the Annual Contribution specified in the SCC, in each case in accordance with GCC Clauses 32, 33 and 39; the PDE shall not otherwise pay a fixed contract price to the provider.
5. The provider shall generate Collections not less than the Collection Target for each Contract Year set out in Appendix B, and shall, in the event of any Shortfall, submit and implement a Shortfall Recovery Plan in accordance with GCC Clause 40.

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 PDE*)

Name: Position:

..... 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: Schedule of Collection Targets, Management Fee and Annual Contribution

Contract Year	Collection Target (UGX)	Management Fee (%)	Annual Contribution (UGX)
Year 1	[•]	[•]	[•]
Year 2	[•]	[•]	[•]
Year 3	[•]	[•]	[•]
Year 4	[•]	[•]	[•]
Year 5	[•]	[•]	[•]

Note: The Collection Target for Year 1 above is the baseline for the purposes of GCC Sub-Clause 40.2. The Collection Target for each subsequent Contract Year shall increase by not less than the percentage specified in the SCC for GCC Sub-Clause 40.2 (or, if no percentage is specified, by not less than the minimum annual commercial revenue growth rate set out in the Statement of Requirements), and shall be further increased in accordance with GCC Sub-Clause 40.4 to recover any Shortfall.

Appendix C: Scope of Commercial Activities

1. The provider is authorized and required to manage, exploit, and commercialize, on behalf of the PDE and for the generation of Collections, the following categories of commercial activity at the Site, consistently with the Statement of Requirements and any Annual Business Plan approved by the PDE:

- (a) naming rights, sponsorship, and corporate partnership arrangements;
- (b) hospitality and premium seating products, including corporate suites and VIP and VVIP lounges;
- (c) food and beverage concessions and retail concessions, including merchandise;
- (d) static and digital advertising at the Site, including stadium and perimeter advertising;
- (e) the local commercial component of broadcasting and media rights, to the extent not reserved to the PDE or any sports federation under the Statement of Requirements;
- (f) parking management;
- (g) non-event commercial use of the Site, including conferences, exhibitions, stadium tours, fan zones, and community and educational use;
- (h) digital platforms, ticketing service fees, and data monetization arising from the provider's management of the Site; and
- (i) any other commercial activity which the PDE approves in writing as falling within the Scope of Commercial Activities.

2. The provider shall not commit the PDE to any naming rights, sponsorship, or other commercial arrangement having a term extending beyond the Contract Period, or requiring the approval of the Solicitor General, the Ministry of Finance, Planning and Economic Development, or any other authority under Applicable Law, without first obtaining such approval.

3. All Collections generated from the Scope of Commercial Activities shall be deposited into the Joint Account in accordance with GCC Clause 39, and the exercise of the Scope of Commercial Activities shall at all times be subject to the Collection Targets and the reporting, KPI, and stakeholder management requirements of the Statement of Requirements.

4. Nothing in this Appendix C derogates from the Statement of Requirements, and in the event of any inconsistency between this Appendix C and the Statement of Requirements as to the

description of the commercial activities to be undertaken, the Statement of Requirements shall prevail.

Performance Securing Declaration

(Use provider's
Letterhead)
(Name of
provider)
(Physical Address of provider)

Date: (Insert *day, month, and year*)

Subject of procurement and Ref number: (insert subject and reference number of procurement)

To:

The Accounting Officer,
(Insert complete name of Procuring and Disposing Entity)

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

1. I/We* understand that, according to the conditions of the contract, I/We* must submit a Performance Securing Declaration valid until successful completion of the contract.
2. I/We* accept that we shall be suspended by the Authority from being eligible for bidding in any public procurement or disposal process of Government for a period of three years if I/We*:
 - i. Have failed to perform contractual obligations under this contract; or
 - ii. Upon occurrence of any of the events and circumstances under the conditions of contract for which the contract is terminated arising from our default under this contract.
3. This Performance Securing Declaration shall cease to be valid until
[insert
date] or upon of the completion of the contract or expiry of the warranty period (whichever occurs earlier).

Signed: (insert authorized signature)

In the capacity of (insert designation of person signing the Performance Securing Declaration)

Name: (insert complete name of person signing the Performance Securing Declaration)

Duly authorized to sign the contract for and on behalf of: (insert complete name of provider)

Dated on day of (month), ... (year) (insert date of signing)

Part 3. Section 9. Contract Forms

****Delete whichever is not applicable***

