### SART AFRICA DEVELOPMENT CONSORTIUM/SADO

# Request for Proposals/Consultancy

Procurement of Consultancy Services for Individual/Firm to Provide Construction Supervision Services for The Construction of 5 Modern Diagnostic Centers at selected Hospitals in Busoga sub region to Support NCD care.

| Subject of Procurement:       | Construction Supervision Services for The |
|-------------------------------|---|
|                               | Upcoming Project at The Smart Africa      |
|                               | Development Consortium/SADO.              |
| Procurement Reference Number: | SADO/PROC/CLT/CW/002/25                   |
| Date of Issue:                | March 5, 2025                             |
|                               |   |

### PREFACE

- 1. This Standard Request for Proposals (RFP) document has been prepared by the Public Procurement and Disposal of Public Assets Authority (PPDA) for use by Procuring and Disposing Entities (PDEs) for the procurement of Consultancy Services. The procedures and practices presented in this RFP have been developed to reflect the requirements of the Public Procurement and Disposal of Public Assets Act, 2003 and the Public Procurement and Disposal of Public Assets, Regulations 2014 and best international procurement practices.
- 2. This RFP is suitable for use for procurement of consultancy services without publication of a notice of expression of interest. The RFP may also be used to invite single or sole source consultants with appropriate modifications to the document.
- 3. This RFP can be used with the different selection methods described in the PPDA Regulations namely, quality and cost-based selection (QCBS), quality-based selection (QBS), fixed budget selection (FBS), least cost selection (LCS) and consultants' qualification selection (CQS). The User Guide to this RFP further elaborates on how to use these methods of evaluation in the RFP.
- 4. Before using this RFP, the user should be familiar with the PPDA Act, 2003 and Regulations, 2014 and should read the User Guide to this RFP which has been prepared to provide guidance on the correct use of the Standard Request for Proposals (RFP) for Consultancy Services as a model for preparing an individual Request for Proposals.

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

### The Executive Director,

Public Procurement and Disposal of Public Assets Authority

P.O. Box 3925, KAMPALA.

info@ppda.go.ug

www.ppda.go.ug

### **Standard Invitation to Consultants**

### The Smart Africa Development Consortium/SADO

Date: March 5,2025.

Invitation to bid for Consultancy Services for Individual/ Firm Consultancy to Provide Construction Supervision Services for The Upcoming Project at The Smart Africa Development Consortium/SADO:- Ref. No: SADO/PROC/CLT/002/25

- 1. The Smart Africa Development Consortium/SADO has allocated funds to be used for the acquisition of Consultancy Services for Individual/Firm Consultancy to Provide Construction Supervision Services for The Upcoming Project at The Smart Africa Development Consortium
- 2. The Entity invites sealed proposals for the provision of the above services.
- 3. Bidding will be conducted in accordance with the Government of Uganda's Public Procurement and Disposal of Public Assets Act, 2003, the PPDA (Procurement of Consultancy Services) Regulations, 2014 and the procedures described in Part 1: Proposal Procedures.
- 4. This letter of invitation has been addressed to:
  - i. Domestic individuals and consultancy firms in Uganda via our website www.sado.org.ug
- 5. You may obtain further information and inspect the proposal documents at the address given below at 8(a) from 8:00am 5:00pm.
- 6. Proposals must be delivered to the address below at 8(c) at or before 12:00 pm on 6<sup>th</sup> March 2025. Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 8(d) at 12:00 pm on 6<sup>th</sup> March.
- 7. There shall not be a pre-proposal meeting.

| 8. (a) |                                 | The Smart Africa Development Consortium/SADO Office                                |
|--------|---------------------------------|--|
|        |                                 | P.O.Box 800334 Plot 1191, Masembe Road<br>Komamboga Kawempe North Division Kampala |
| (b)    | Documents will be issued from:  | SADO website: www.sado.org.ug  |
| (c)    | Proposals must be delivered to: | Same as (a) above  |
| (d)    | Address of Proposal Opening:    | Same as (a) above  |

- 9. Please inform us, upon receipt:
  - (a) that you received the letter of invitation; and
  - (b) whether you will submit a proposal as an individual or a firm
- 10. The planned procurement schedule (subject to changes) is as follows:

| Activity   | Date   |
|--|--|
| a. Issue of invitation to bid letter                         | March 5, 2025  |
| b. Pre-proposal meeting/Site visit<br>where applicable       | Not Applicable   |
| c. Proposal closing date                                     | March 15 2025  |
| d. Evaluation process  | Within 7 days from the proposal closing date.                |
| e. Display and communication of best-evaluated bidder notice | After SADO funders, Board and Ministry of<br>Health Approval |
| f. Contract Signature  | April ,3, 2025   |
|  |  |

| Part 1 | : Proposal Procedures |                                       |
|--------|-----------------------|---------------------------------------|
|        | g. Bid fees           | Ushs500,000 on Account No: 6008477483 |
|        |                       | Absa Bank Uganda Limited              |

### Procurement

### The Smart Africa Development Consortium/SADO

### **Section 1: Instructions to Consultants**

Procurement Reference Number: SADO/PROC/CLT/CW/002/25

<u>Preparation of Proposals</u>: You are requested to submit combined technical and financial proposals, as detailed below. The standard forms in this RFP may be retyped for completion but the Consultant is responsible for their accurate reproduction.

You are advised to carefully read the complete Request for Proposals document, including the Special Conditions of Contract in Part 3: Contract, before preparing your proposal.

Where an electronic copy of the Request for Proposals Document is issued, the paper or hard copy is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

<u>Preparation of Technical Proposals</u>: Technical proposals should contain the following documents and information:

- 1. The Technical Proposal Submission Sheet in this Part;
- 2. A brief methodology for performing the services;
- 3. A work plan, showing the inputs of all key staff;
- 4. CV's of key staff;
- 5. A summary of your experience in similar assignments;
- 6. The documents evidencing your eligibility, as listed below;

<u>Preparation of Financial Proposals</u>: Financial proposals should contain the followingdocuments and information:

- 1. The Financial Proposal Submission Sheet in this Part;
- A copy of the breakdown of Lump Sum Price form in this Part for each currency of your proposal, showing all costs for the assignment, broken down into fees and Page 4 of 22

reimbursable and miscellaneous costs;

<u>Validity of Proposals:</u> Proposals must remain valid until June 30, 2025

<u>Sealing and marking of Proposals:</u> The combined technical and financial proposals should be sealed in a single envelope, clearly marked with the Procurement Reference Number above, the Consultant's name and the name of the Procuring and Disposing Entity.

<u>Submission of Proposals:</u> Proposals should be submitted to the address below, no later than the date and time of the deadline below. Any proposal received by the Procuring and Disposing Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consultant.

Date of deadline: March, 15, 2025

Time of deadline: 17:00 pm local time

#### Address: Smart Africa Development Consortium/SADO Office

### P.O. BOX 800334

Plot 1191, Masembe Road,

#### Kisasi- Komamboga Kampala

<u>Eligibility Criteria</u>: You are required to meet the following criteria to be eligible to participate in public procurement:

- 1. have the legal capacity to enter into a contract;
- 2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
- 3. not have had your business activities suspended;
- 4. have fulfilled your obligations to pay taxes and social security contributions;
- 5. have the nationality of an eligible country, as defined in the Special Conditions of Contract;
- 6. not to have a conflict of interest in relation to this procurement requirement; and
- 7. not to be subject to suspension by the Public Procurement and Disposal of Public Assets Authority.

<u>Documents Evidencing Eligibility</u>: Consultants are requested to submit copies of the following documents as evidence of your eligibility and sign the declaration in the Technical Proposal Submission Sheet:

- 1. A **certificate of registration** issued by the Authority for bidders currently registered with the Authority or a copy of the **Bidder's Trading license** or equivalent and a copy of the **Bidder's Certificate of Registration** or equivalent for bidders not currently registered with the Authority;
- 2. Evidence of fulfilment of obligations to pay taxes and social security contributions

in Uganda where applicable.

3. Any other relevant documentation.

<u>Nationality of Personnel</u>: All personnel employed under any resulting contract shall have the nationality of an eligible country as defined in the Special Conditions of Contract. Any related supplies or works purchased under any resulting contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

Financial Criteria:

<u>Currency</u>: Proposals may be priced in Uganda Shillings or any other freely convertible currency and in up to two currencies.

<u>Award of contract</u>: Award of contract shall be by placement of an Agreement in accordance with Part 3: Contract.

<u>Right to Reject</u>: The Procuring and Disposing Entity reserves the right to accept or reject any proposal or to cancel the procurement process and reject all proposals at any time prior to contract signature and issue by the Procuring and Disposing Entity, without incurringany liability to Consultants.

### Section 2: Technical Proposal Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your technical proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorized, it may be rejected.]

| Proposal Addressed to (Procuring<br>and Disposing Entity): |  |
|--|--|
| Date of Technical Proposal:                                |  |
| Procurement Reference Number:                              |  |
| Subject of Procurement:                                    |  |

I/We offer to provide the services described in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

I/We confirm that I/we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

I/We, including any subcontractors or consultants for any part of the contract resulting from this procurement process are registered with the Authority. [Consultants who are notregistered or whose subcontractors are not registered should amend the statement to reflect their status].

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;

My/Our proposal shall be valid until \_\_\_\_\_\_ [insert date, month and year]

and it shall remain binding upon us and may be accepted at any time before or on that date;I/We enclose a separately sealed financial proposal.

### **Technical Proposal Authorized By:**

| Signature:                       | Name: |            |
|----------------------------------|-------|------------|
| Position:                        | Date: |            |
| Authorized for and on behalf of: |       | (DD/MM/YY) |
| Company:                         |       |            |
| Address:                         |       |            |
|                                  |       |            |

### CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

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

### 1. Ethical Principles

Bidders and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of
  - i. the laws of Uganda; and
  - ii. any contract awarded.
- (c) avoid associations with businesses and organizations, which are in conflict with this code.

### 2. Standards

Bidders and providers shall-

- (d) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (e) comply with the professional standards of their industry or of any professional body of which they are members.

### 3. Conflict of Interest

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

### 4. Confidentiality and Accuracy of Information

- (1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

### 5. Gifts and Hospitality

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

### 6. Inducements

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

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

### 7. Fraudulent Practices

Bidders and providers shall not-

- (f) collude with other businesses and organizations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;
- (g) enter into business arrangements that might prevent the effective operation of fair competition;
- (h) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (i) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;
- (j) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE;
- (k) withholding information from the PDE during contract execution to the detriment of the PDE.

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

in business.

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AUTHORISED SIGNATORY NAME OF CONSULTANT

### Section 3: Financial Proposal Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorized, it may be rejected. The total price of the proposal should

be expressed in the currency or currencies permitted in the instructions above.]

| Proposal Addressed to (Procuring<br>and Disposing Entity): |  |
|--|--|
| Date of Financial Proposal:                                |  |
| Procurement Reference Number:                              |  |
| Subject of Procurement:                                    |  |

The total price of our proposal is:\_\_\_\_\_.

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

### **Financial Proposal Authorized By:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Date:

Position: Authorized for and on behalf of:

(DD/MM/YY)

Company:\_\_\_\_\_

# **Breakdown of Lump Sum Price**

[Complete this form with details of all your costs and submit it as part of your financial proposal. Where your costs are in more than one currency, submit a separate form for each currency. Authorize the rates quoted in the signature block below.]

Procurement Reference Number **SADO 0025/2025** 

#### CURRENCY OF COSTS:

| FEES                           |                   |                  |      |             |
|--------------------------------|-------------------|------------------|------|-------------|
| Name and Position of Personnel | Input<br>Quantity | Unit of<br>Input | Rate | Total Price |
|                                |                   |                  |      |             |
|                                |                   |                  |      |             |
|                                |                   |                  |      |             |
| TOTAL:                         |                   |                  |      |             |

| <b>REIMBURSABLE AND MISCELLANEOUS COSTS</b> |          |                    |            |             |
|---|----------|--------------------|------------|-------------|
| Description of Cost                         | Quantity | Unit of<br>Measure | Unit Price | Total Price |
|   |          |                    |            |             |
|   |          |                    |            |             |
|   |          |                    |            |             |
| TOTAL:                                      |          |                    |            |             |

| TOTAL | LUMP | SUM | PRICE | IN | <b>CURRENCY:</b> |
|-------|------|-----|-------|----|------------------|
|       |      |     |       |    |                  |

### Breakdown of Lump Sum Price Authorized By:

| Signature: N  | Name:                  |
|---|------------------------|
| Position: [Authorized for and on behalf of:<br>Company: | Date:( <i>DD/MM/YY</i> |

| Address: |  |
|----------|--|
|          |  |

### **Part 2:Statement of Requirements**

### TERMS OF REFERENCE (ToR) FOR INDIVIDUAL/ FIRM TO PROVIDE CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION SERVICES FOR THE UPCOMING PROJECT AT THE SMART AFRICA DEVELOPMENT CONSORTIUM/SADO

Procurement Reference Number: SADO/PROC/CLT/002/25

### 1. Introduction

The Smart Africa Development Consortium (SADO) is committed to ensuring the successful implementation of its upcoming project through high-quality civil engineering supervision. To achieve this, the Smart Africa Development Consortium (SADO seeks to engage a qualified and experienced Professional Civil Engineer as an individual consultant to oversee, monitor, and ensure compliance with technical standards, specifications, and project timelines. The Individual Consultant will play a critical role in safeguarding the project's structural integrity, safety, and efficiency while ensuring adherence to regulatory requirements and best engineering practices.

### 2. Objective of the Assignment

The main objective of this individual consultancy is to provide technical supervision and oversight of construction works to ensure that the project is executed following approved designs, specifications, and industry standards while maintaining quality, cost-effectiveness, and adherence to timelines. The Consultant will guide and ensure the project's successful execution while mitigating risks associated with construction failures and non-compliance.

### 3. Scope of Services

The assignment involves reviewing designs, administering contracts, and supervising work in accordance with the duties outlined in the PPDA's General Conditions of Contract for Works. The Consultant will be accountable to Smart Africa Development Consortium (SADO) and will report directly to them as per the contract. The general scope involves supervision of 5 No. sites (Health facilities) located in Eastern Uganda as per the available design drawings and, the consultant will be responsible for the following tasks:

### 3.1 Construction period up to Practical Completion

- Conduct a thorough review of project designs, architectural drawings, and technical specifications to ensure compliance with national and international engineering standards.
- Provide professional guidance and recommendations on necessary design modifications or improvements before project commencement.
- A resident Clerk of Works will be located at the site, in accordance with the terms of reference, to report on contractor progress and to ensure that the quality of building materials and workmanship comply with specifications.
- Setting out for building works will be inspected.

- Supervise and inspect construction activities daily, ensuring adherence to approved plans, materials, and specifications.
- Monitor the contractor's performance, progress, and quality of workmanship, ensuring work is completed within the agreed timeline and budget.
- Conduct regular site visits and inspections, documenting findings in detailed progress reports to be submitted to the Smart Africa Development Consortium (SADO).
- Monthly site progress meetings will be held on site with the contractor and attended by all relevant consultant members and minutes produced.
- Identify and resolve technical and construction-related issues in collaboration with relevant stakeholders, ensuring minimal disruptions to the project.
- Verify and approve work completed by contractors before processing payment requests, ensuring only quality work is compensated.
- Ensure compliance with environmental, health, and safety regulations and best practices to maintain a safe working environment.
- Coordinate with contractors, suppliers of civil and sanitary engineering works, and other professionals involved in the project to facilitate smooth communication and operations.
- Assess and certify completion of different project phases, providing recommendations for necessary corrective actions and quality improvements.
- Review and validate contractor's claims, variation orders, and requests for extensions of time where necessary.
- Ensure proper documentation and record-keeping of all project activities, technical issues, and solutions implemented.
- Ensure the contractor has prepared As-built drawings, Training of end-users, submission of manuals of the project installations and equipment. The As-built drawings of the works covering builders work, structural and civil, electrical and mechanical installations will be provided by the contractor.

### 4. Schedule of Deliverables.

The Individual Consultant/ firm shall provide the following key deliverables:

| Output        |     | Deliverables   | Deadlines   |
|---------------|-----|--|-------------|
| Mobilization  | and | Commencement order, Inception report:  | 1 week      |
| Site Handover |     | Detailing the methodology, work plan, and schedule for supervision activities. |             |
|               |     | Weekly reports from the clerk of works;  | Every week. |

| Contract           | outlining the status of construction works,     |                       |
|--------------------|---|-----------------------|
| administration and | compliance with specifications, challenges, and |                       |
| Works Supervision. | recommendations.                                |                       |
|                    | Monthly Reports;                                | Every month           |
|                    | providing a comprehensive overview of project   |                       |
|                    | activities, deviations from initial plans, and  |                       |
|                    | mitigation measures taken.                      |                       |
|                    | Interim Payment Certificates;                   | Periodic as per       |
|                    | verifying the completion of project milestones  | physical progress     |
|                    | and certifying contractor performance.          |                       |
|                    | Penultimate Payment Certificate;                | Upon substantial      |
|                    | ensuring that all construction works have been  | completion of the     |
|                    | completed to satisfaction before final          | works.                |
|                    | acceptance.                                     |                       |
|                    | Substantial Completion Report;                  | Within 15 days of the |
|                    | summarizing overall supervision activities,     | issuance of the       |
|                    | project challenges, solutions implemented,      | substantial           |
|                    | quality assessment, and recommendations for     | completion            |
|                    | future projects.                                | certificate.          |
|                    |   |                       |

### 5. Duration of the Assignment

The Consultancy will be for **12 months**, subject to renewal based on project needs and performance evaluation. The Individual Consultant/firm is expected to be available for the entire duration of the project and may be required to provide post-completion assessments.

### 6. Required Qualifications and Experience

The ideal candidate must meet the following criteria:

- A Bachelor's Degree in Architecture, Civil Engineering, or a related field from a recognized institution.
- Professional registration with a professional Body and must have a valid up-to-practicing license (2024). Advanced learning qualification is an added advantage.
- At least 10 years of proven experience in the design and construction contract administration of buildings. Preferably in Health Infrastructure or large-scale government/ institutional projects.

- Extensive knowledge of building codes, engineering standards, and construction management principles.
- Experience in contract management, construction quality assurance, and project risk assessment.
- Strong proficiency in Auto CAD, Civil 3D, and other relevant engineering software.
- Excellent skills in technical report writing, stakeholder engagement, and problem-solving.
- Ability to work independent while maintaining coordination with project teams and government officials.

### 7. Reporting and Accountability

The Consultant will report directly to the Country Director at the Smart Africa Development Consortium (SADO). and will be required to liaise with other relevant project stakeholders, including:

- Smart Africa Development Consortium (SADO) Implementation Team
- Contractors and subcontractors
- Regulatory authorities for compliance verification
- Consultants and technical advisors involved in the project

The Individual Consultant is expected to submit all deliverables as per the agreed reporting schedule and attend periodic progress review meetings.

### 8. Application Process.

Interested candidates\ firms are required to submit:

- A detailed Curriculum Vitae (CV) highlighting relevant experience and qualifications.
- Copies of academic and professional certificates.
- A well-structured technical proposal outlining the approach, methodology, and work plan for the assignment.
- At least three professional references/ contracts, preferably from previous construction projects.

### 9. Payment Terms

Payment for the Individual consultancy will be structured based on key deliverables and milestones as follows:

- 35% advance payment after contract signing.
- Interim payments: Based on the percentage of progress completed.

The individual consultant's fees and reimbursement terms will be detailed in the contract agreement and are subject to Smart Africa Development Consortium (SADO) financial regulations.

### **10.** Confidentiality Clause.

The individual Consultant/ firm shall maintain confidentiality of all project-related information, technical documents, and communications obtained during the assignment. Unauthorized disclosure of project details without prior approval from the Smart Africa Development Consortium (SADO) may result in the termination of the contract and legal action.

This Terms of Reference serves as a guideline for potential candidates and ensures the selection of a highly qualified consultant to provide expert supervision services for Smart Africa Development Consortium (SADO)'s upcoming project.

### **Part 3: Contract**

#### **Section 5: General Conditions of Contract**

Any resulting contract shall be subject to the Government of Uganda General Conditions of Contract (GCC) for the Procurement of Consultancy Services (available on request) except where modified by the Special Conditions below.

#### **Section 6: Special Conditions of Contract**

Procurement Reference Number: SADO 0025/2025

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

| GCC clause<br>reference                  | Special Conditions of<br>Contract  |  |
|--|--|--|
| Eligible<br>Countries<br>GCC 1.2 (e)     | All countries are eligible, unless as a matter of law or official regulation,<br>the Government of Uganda prohibits commercial relations with that<br>country or by an act of compliance with a decision of the United Nations<br>Security Council taken under Chapter VII of the Charter of the United<br>Nations, the Government of Uganda prohibits any import of Supplies<br>from that country or any payments to persons or entities in that country. |  |
| Authorized<br>Representatives<br>GCC 4.4 | The Authorized Representatives are:<br>For the Procuring and Disposing Entity: <b>SADO</b><br>for the Consultant: <b>Managing Director/ Professional</b>   |  |
| Governing Law<br>GCC 5.1                 | The Contract shall be governed by the Laws of Uganda.  |  |
| Notices<br>GCC 7.1                       | For <u>notices</u> , the Procuring and Disposing Entity's address shall<br>be: For the Procuring and Disposing Entity: <b>Smart Africa</b><br><b>Development Consortium (SADO)</b><br>Attention: <b>Head Procurement and Disposal Unit.</b><br>Street Address: <b>Plot 11991 Kisasi Komamboga</b><br>Town/City: Kampala  |  |

|                                      | P. O. Box: 800334 Plot 1191, Masembe Road  |
|--------------------------------------|--|
|                                      | Country: Uganda  |
|                                      | Telephone: 0756190786  |
|                                      | Facsimile number: N/A  |
|                                      | Electronic mail address: info@sado.org/sadojobs23@gmail.com  |
|                                      | For <u>notices</u> , the Consultant's address shall be:<br>Attention:  |
|                                      | Street Address:  |
|                                      | Floor/Room number:   |
|                                      | Town/City: Kampala   |
|                                      | P. O. Box:800334 Ntinda Plot 1191, Masembe Road  |
|                                      | Country: Uganda]   |
|                                      | Telephone: 0756190786/0740363739   |
|                                      | Facsimile number: N/A  |
|                                      | Electronic mail address:<br>info@sado.org/sadojobs23@gmail.com   |
| Commencement<br>GCC 8.1              | The Consultant shall commence the Services within <b>14 days</b> after the date of the Contract.                       |
| Dispute<br>Resolution<br>GCC 17.2    | The formal mechanism for dispute resolution shall be the Arbitration and Conciliation Act Cap 4 of the Laws of Uganda. |
| Completion<br>Period GCC<br>18.1     | The period for the completion of the Services shall be: <b>12 Months</b>   |
| Payment<br>GCC 22.1                  | The Contract is a Lump Sum Contract.   |
| Payment<br>Documentation<br>GCC 24.1 | The following documentation shall be required to support invoices requesting payments: <b>Specified Reports.</b>       |

| Payment<br>Schedule<br>GCC 25.1                             | <ul> <li>The payment schedule shall be:</li> <li>i. First payment- 30% advance payment upon contract signing</li> <li>ii. Interim payment certifications equivalent to the percentage progress of work executed.</li> </ul>  |  |
|---|--|--|
| Payment Period<br>GCC 27.1                                  | Payments shall be made by the Procuring and Disposing Entity within<br>thirty days of receipt and certification of invoices accompanied by the<br>supporting documents specified in GCC 24.1.  |  |
| Insurance to be<br>taken out by the<br>Provider<br>GCC 40.1 | <ul> <li>The Consultant shall take out and maintain the following insurance coverage:</li> <li>(i) Third Party motor vehicle:</li> <li>(ii) Third Party liability:</li> <li>(iii) Professional liability:</li> <li>(iv) Loss or damage to equipment and property:</li> <li>(v) Other:</li> </ul> |  |

Section 7: Agreement

## Agreement For Lump Sum/Time Based Contracts

(hereinafter called "Procuring and Disposing Entity"), , and \_\_\_\_\_\_of \_\_\_\_(hereinafter called "the Consultant").

### WHEREAS

- (a) the Procuring and Disposing Entity has requested the Consultant to provide certain consultancy services (hereinafter called the "Services") as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Procuring and Disposing Entity that it has the required professional skills, personnel and technical resources, has agreed toprovide the Services on the terms and conditions set forth in this Contract.

**NOW THEREFORE** the parties hereto agree as follows:

- 1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
- 2. The mutual rights and obligations of the Procuring and Disposing Entity and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring and Disposing Entity shall pay the Consultant the Contract Price of \_\_\_\_\_\_ or such other sum as may become payableunder the provisions of the Contract, at the times and in the manner prescribed by the Contract.

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

Signed by \_\_\_\_\_(Authorised Representative of the Procuring

and Disposing Entity)

| Name:               | Position:                                     |
|---------------------|---|
| In the presence of: |   |
| Name:               | Position:                                     |
| Signed by           | (Authorized Representative of the Consultant) |
| Name:               | ,<br>,  |
| In the presence of: |   |
| Name:               | Position:                                     |