



[Procuring and Disposing Entity Logo]
[Name of Procuring and Disposing Entity]

The Republic of Uganda

**STANDARD BIDDING DOCUMENT
FOR THE PROCUREMENT OF
CONSULTANCY SERVICES UNDER
QUOTATION METHOD**

Subject of Procurement:

Procurement Reference Number:

Date of Issue:


PREFACE

This Standard Bidding Document (SBD) document for the procurement of consultancies has been prepared by the Public Procurement and Disposal of Public Assets Authority (PPDA) for use by the Procuring and Disposing Entities (PDEs) for procurement of consultancies using the Quotation procurement method. 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 there under and best international procurement practices as adopted from development partner documents.

In addition to the procurement method 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 in the correct use of the SBD as a model for preparing individual Request for Proposals documents under the Quotation method 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:

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LIST OF ACRONYMS

BEB	Best Evaluated Bidder/Consultant
ESHS	Environmental, Social, Health and Safety
e-GP	Electronic Government Procurement System
GCC	General Conditions of the Contract
GOU	Government of Uganda
ICC	International Chamber of Commerce
LPO	Local Purchase Order
NOBEB	Notice of Best Evaluated Bidder/Consultant
PDE	Procuring and Disposing Entity
PPDA	Public Procurement and Disposal of Public Assets Authority
PSD	Proposal Securing Declaration
PSS	Proposal Submission Sheet
RFP	Request for Proposals
SBD	Standard Bidding Document
SCC	Special Conditions of the Contract
SOR	Statement of Requirements.

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STANDARD INVITATION TO CONSULTANTS UNDER QUOTATION BIDDING METHOD

[Use PDE Letterhead]
Date

[Name and Address of Shortlisted Consultant]

Request for Proposals for [Subject of Procurement]-[Procurement Reference Number]

1. The [insert name of PDE] has allocated funds to be used for the acquisition of [insert description of consultancy services to be procured].
2. The Entity invites your proposal for the provision of the consultancy services described above.
3. This procurement process will be conducted in accordance with the with the Request for Proposals Procurement method contained in the Public Procurement and Disposal of Public Assets Act, Cap 205, the PPDA (Procurement of Consultancy Services) Regulations and the procedures described in Part 1.
4. This Request for Proposals has been addressed to the following shortlisted consultants/consultancy firms: [Insert list of short-listed consultants/consultancy firms].
5. The consultancy is described in detail in Part 2: Terms of Reference.
6. There -----[shall/shall not] be a pre – proposal meeting/site visit at [Insert address and time] on the dates indicated in the proposed schedule in this notice.
7. Bidders/consultants should note the following:
 - a. Documents may be inspected at:..... [Insert address and contact details]
 - b. Documents will be issued from::..... [Insert address and contact details]
 - c. Proposals must be delivered to:..... [Insert address and contact details]
 - d. Address of proposals opening:: [Insert address and contact details]
8. All proposals must be accompanied with a Proposal Securing Declaration which must be valid until (Insert day, month and year).
9. Please inform us, upon receipt:
 - a. That you received the letter of invitation; and
 - b. Whether you will submit a proposal alone or in a JV/partnership.
10. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
11. The planned procurement schedule [subject to changes] is as follows:

Activity	Date
a. Issue of Request for Proposals	(Expected date of issue of Request for Proposals)
b. Pre-proposal meeting/Site visit where applicable	(Within the first 5 working days of the bidding period)
c. Proposal closing date	(Expected proposal closing date)
d. Public opening date for the technical proposal.	(Expected Public opening date)

Technical Evaluation process	<i>(Within 20 working days from technical proposal closing date for technical evaluation and within 3 working days from opening of financial proposals for financial evaluation in the case of one stage two envelope Submission method) (delete as appropriate)</i>
Public opening date of financial proposals	<i>[insert a date within 3 days from display of the Best Evaluated Proposal Notice of the technical evaluation for the opening of financial proposals for financial evaluation in the case of two stage]</i>
Financial Evaluation process	<i>[maintain this text or insert a date within 5 working days from Contracts Committee approval of evaluation report]</i>
Display and communication of best evaluated bidder/consultant notice	<i>(Within 5 working days from Contracts Committee approval of evaluation report).</i>
Contract Signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder/consultant notice.</i>

Signature:

Name:

Position of Authorised Official:

Part 1: Instructions to Consultants

Section 1: Proposal Procedures

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Part 1: Instructions to Consultants

Section 1: Proposal Procedures

Procurement Reference Number:

1. Submission of Proposals

You are requested to quote for the services by completing, signing and returning the following:

- a. The Proposal Submission Sheet in this Part;
- b. The code of Ethical Conduct in Business for Bidders and Providers;
- c. The Proposal Securing Declaration in Part 1;
- d. The List of Services and Price Schedule in Part 2;

1.2 You are advised to carefully read the complete RFP Document, including the Special Conditions of Contract in Part 3: Contract, before preparing your bid/proposal. The standard forms in this RFP may be retyped for completion but the bidder/consultant is responsible for their accurate reproduction.

1.3 Where an electronic or digital version of the proposal document is issued by the Procuring and Disposing Entity (PDE) through the e-GP system or any other electronic means, the electronic or digital version of the RFP 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 RFP Document issued through email and other electronic forms with the exception of that issued through the e-GP system shall be authenticated by the PDE.

2. **Preparation of Proposals:** You are requested to submit separate 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.

3. **Preparation of Technical Proposals:** Technical proposals should contain the following information and completed documents signed by the authorized signatory to the proposal in the formats provided in Section 2 of this RFP:

- i. The Technical Proposal Submission Sheet in this Part;
- ii. Code of Ethical conduct for Bidders and providers/consultants;
- iii. A summary of your experience in similar assignments (consultant's references);
- iv. Curriculum Vitae (CV's) of key staff indicated in the terms of reference;
- v. A Proposal Securing Declaration;
- vi. Consultant's comments and suggestions on the terms of reference;
- vii. Consultant's proposed methodology for performing the assignment
- viii. Team composition and tasks allocated to key personnel;
- ix. Estimated input time schedule for key personnel;
- x. Work plan or Activity schedule showing the sequence of activities of the assignment;
- xi. Power of Attorney for the authorized signatory to the proposal;
- xii. Beneficial ownership declaration form; and
- xiii. Eligibility documents and any other relevant documents stated in this RFP.

4. **Preparation of Financial Proposals:** Financial proposals should contain the following documents and information:

- i. The Financial Proposal Submission Sheet in this Part;
- ii. A copy of the breakdown of lump sum price form in this Part for, showing all costs for the assignment, broken down into fees and reimbursable and miscellaneous costs.

5. **Validity of Proposals:** Proposals shall remain valid until----- (*state day, month and year*).

6. **Sealing and marking of proposals:** The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the procurement reference number above, the consultant's name, the name of the PDE and either "Technical Proposal" or "Financial Proposal" as appropriate. Both envelopes should be enclosed in a single outer envelope, clearly marked with the procurement

Reference Number above, the consultant's name and the name of the PDE. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

7. **Submission of Proposals:** Proposals should be submitted to the address below, no later than the date and time of the deadline below. Late proposals will be rejected.

Date of deadline: (*day, month and year*). Time of deadline: (*local time*).
Address:

8. **Electronic Bidding:** Electronic bidding----- [shall/shall not] be allowed. Where electronic procedures are allowed, proposals shall be submitted to the following address before the deadline of proposal submission-----**[Insert email address for submission]**

9. **Withdrawal and replacement of proposals:** You may in writing withdraw or replace your proposal after it has been submitted at any time before the deadline for submission of proposals.

10. **Opening of Proposals:** Both technical and financial proposals will be opened internally by the PDE' in the presence of bidders'/consultants' representatives who choose to attend the opening. A record of the opening will be posted on the PDE notice board within one working day of the opening. Financial proposals will be kept unopened and the evaluation committee shall not have access to financial proposals until the detailed evaluation of the technical proposals is concluded.

11. **Evaluation of Proposals:** The evaluation of proposals will use the _____ [Insert the selected proposal evaluation method] methodology as detailed below:

- a. Preliminary examination to determine eligibility [*as defined below*] and administrative compliance to this Request for Proposals on a pass/fail basis;
- b. Detailed evaluation to determine proposals attaining the qualifying mark and their ranking; and
- c. Financial comparison of compliant and substantially responsive proposals and to determine the best evaluated proposal; and
- d. Post qualification to confirm that the Best Evaluated Bidder/consultant has the capacity to execute the contract satisfactorily.
- e. Proposals failing any stage will be eliminated and not considered in subsequent stages.

12. **Lots:** Where the services are divided into lots bidders/consultants have the option to proposal for any one or more lots according to the following rules:

- a. Bidders/consultants must bid for complete lots only. Proposals for partial lots shall be rejected.
- b. Proposals shall be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract (s) shall be awarded to the bidder/consultant or bidders/consultants offering the lowest evaluated cost to the PDE for combined lots, subject to the selected bidder (s)/consultant (s) meeting the required qualification criteria for lot or combination of lots as the case may be.
- c. Where there is a limit on the number of lots to be awarded to each bidder/consultant, the PDE shall award the lots to the bidder/consultant offering the lowest cost for the higher values of the lots financial comparison to determine the evaluated price of proposals and to determine the best evaluated proposal.

13. Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

- a. Have the legal capacity to enter into a contract;
- b. Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
- c. Not have had your business activities suspended;
- d. Have fulfilled your obligations to pay taxes and social security contributions;
- e. Have the nationality of an eligible country, as defined in the Special Conditions of Contract;
- f. Not to have a conflict of interest in relation to this procurement requirement; and
- g. Not to be subject of suspension by the Public Procurement and Disposal of Public Assets Authority and or an international organization to which Uganda is a member.

14. Documents Evidencing Eligibility: Consultants shall submit the following documents:

- a. A certificate of registration issued by the Authority for bidders/consultants currently registered with the Authority or a copy of the bidder's/consultant's trading license or equivalent and a copy of the bidder's/consultant's certificate of incorporation/registration or equivalent for bidders/consultants not currently registered with the Authority;
- b. Evidence of fulfilment of obligations to pay taxes and social security contributions in Uganda where applicable;
- c. Registered/certified powers of attorney (where applicable); and
- d. Any other relevant documentation.

15. Nationality of Personnel: 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.

16. Technical Criteria: Technical proposals shall be awarded scores not exceeding the maximum number of points indicated below for each of the following criteria:

Specific Experience	[5-10] points
Methodology Proposed	[20-50] points
Key Personnel	[30-60] points
Transfer of Knowledge	[0-10] points

Participation by Nationals	[0-10] points
Total:	100 points

The technical score required to pass the technical evaluation is.....*[insert the points/marks]* points.

17. **Sustainable procurement:** The TORs shall detail 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 (working and health conditions). This is more appropriate to services and works.

18. **Proposal Prices:** Proposals shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the consultancy services and shall include all taxes and duties where applicable. The whole cost of performing the consultancy services shall be included in the items stated and the cost of any incidental works shall deem to be included in the prices quoted.

19. **Currency:** Proposals shall be priced in Uganda Shillings unless otherwise authorized by a competent authority.

20. **Post qualification:** The PDE shall undertake a post qualification on the BEB to confirm whether the BEB has the capacity and financial resources to execute the contract.

21. **Best Evaluated Bid/Proposal:** The best evaluated proposal shall be the lowest priced proposal, which is eligible and substantially responsive to the commercial and technical requirements of the PDE and shall be recommended for award of contract. The PDE shall issue a Notice of Best Evaluated Bidder/consultant within five working days after the decision of the contracts committee to award a contract, place such notice on its notice board for ten working days, copy the notice to all bidders/consultants and publish it on the Authority’s website.

22. **Formation of contract award: Formation** of a contract shall be by signing a contract in accordance with Part 3: Contract.

23. **Right to Reject:** The PDE reserves the right to accept or reject any proposal or to cancel the bidding process and reject all proposals at any time prior to contract signing.

24. **Performance Securing Declaration and ESHS Performance Security:** The successful bidder/ consultant shall where applicable, furnish to the PDE a Performance Securing Declaration and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security in the form of a bank guarantee in the format included in the contract forms.

25. **Right to Administrative Review:** Consultants may seek administrative review in accordance with the Public Procurement and Disposal of Public Assets Act, Cap 205 if they are aggrieved with the decision of the PDE.

Section 2: Bidding/Proposal Forms

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

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 authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.]

Proposal Addressed to (PDE):	
Date of Proposal:	
Procurement Reference Number:	
Subject of Procurement:	

I/We, the undersigned, declare that:

- a. I/We offer to provide the services described in the Terms of Reference, in accordance with the terms and conditions stated in your Request for Proposals referenced above.
- b. I/We confirm that I/we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Bidding Procedures of your Request for Proposals.
- c. 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 not registered or whose subcontractors are not registered should amend the statement to reflect their status].*
- d. 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;
- e. My/Our bid/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;
- f. I/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.
- g. The delivery period offered is: _____ days/weeks/months from date of the contract;
- h. I/We enclose a separately sealed financial proposal.

Proposal Authorised By:

Signature: Name:
 Position:

Authorised for and on behalf of:

Company:
 Address:
 Date:(DD/MM/YY)

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 consultants 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 consultant 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

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

2. Corruption

Consultants 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

Consultants 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

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

Consultants 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 consultants 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. Consultants 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

Consultants 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. Consultants 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. Consultants 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

Consultants 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. Labor, Human Rights and Social Responsibility

Labor

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

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

Harassment

Consultants 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.

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

Non-discrimination

Consultants 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

Consultants 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, consultants 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

Consultants will utilize strategies to deliver the product or service that minimizes the emissions and discharges of pollutants and generation of waste. Consultants 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.

[The information requested is required in the format provided below and should be included by the consultant in their proposal]

PROPOSAL SECURING DECLARATION

[The consultant/consulting firm shall fill in this form in accordance with the instructions indicated. If the consultant/consulting firm is a Joint Venture (JV)/partnership, the Proposal Securing Declaration shall be in the name of that JV/partnership that submits the proposal. If the JV/partnership has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the name of all future partners as named in the letter of intent.]

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

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, proposals must be supported by a Proposal 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 for procurement or disposal with the Government of Uganda, if we are in breach of our obligation (s) under the proposal conditions, because we:
 - a. Have withdrawn our proposal during the period of its validity; or
 - b. Having been notified of the acceptance of our proposal by the PDE, during the period of proposal validity:
 - i. Fail or refuse to sign the contract; or
 - ii. Fail or refuse to furnish the Performance Security/Securing Declaration;
3. I/We understand this Proposal Securing Declaration shall cease to be valid:
 - a. If I/we are the successful bidder/consultant, upon the earlier of
 - i. The expiry of the notice of the best evaluated bidder/consultant or
 - ii. Upon the expiration of the validity in my/our proposal on the (insert proposal validity date).

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

Name: *[insert full name]*

Duly authorized to sign the Proposal Securing Declaration for and on behalf of: *[insert complete name of consultant/consulting firm]*

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

Corporate Seal (where appropriate)

[Note: In case of a JV/partnership, the Proposal Securing Declaration must be in the name of all partners to the JV/partnership that submits the proposal.]

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 consultants and submitted as part of the proposal.

Company Identification			
Full legal name of the Consultant (Individual or Joint Venture/ Partnership)			
Physical/Contact Address			
Name (s) of Beneficial Owner (s) of the Consultant/Joint Venture etc.	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/consultant 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.”

CONSULTANT'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 consultant, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant's Name:

Assignment name:		Country:
Location within country:		Professional staff provided by consultant (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 consultants, if any:		No of months of professional staff provided by associated consultants:
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:		

[The information requested is required in the format provided below and should be included by the consultant in their proposal]

Format of Curriculum Vitae for Proposed Professional Staff

CURRICULUM VITAE (CV)

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/ consultant 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]

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

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]

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 authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, 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 (PDE):	
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 for the duration of the validity period and will not be subject to revision or variation.

Financial Proposal Authorised By:

Signature: Name:

Position: Date:..... (DD/MM/YY)

Authorised for and on behalf of:

Company:

Address:

.....

.....

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. Authorise the rates quoted in the signature block below.]

Procurement Reference Number:

Purchase Order Serial Number:

[Purchase Order Serial Number to be completed in the event of award of contract only]

CURRENCY OF COSTS:

FEES				
Name and Position of Personnel	Input time Quantity	Unit of Input	Rate	Total Price
TOTAL:				

REIMBURSABLE AND MISCELLANEOUS COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
TOTAL:				

TOTAL LUMP SUM PRICE IN CURRENCY:

Breakdown of Lump Sum Price Authorised By:

Signature: Name:

Position: Date:

Authorised for and on behalf of: (DD/MM/YY)

Company:

PART 2: STATEMENT OF REQUIREMENTS

Section 3: Terms of Reference

Procurement Reference Number:

[PDEs may consult the User Guide issued by the Authority and adopt the template for preparation of terms of reference].

The Terms of Reference (TORs) shall detail the minimum technical requirements (which may/may not include specific sustainable procurement *technical requirements*).

[The information requested is required in the format provided below and should be included by the consultant/consulting firm in their proposal]

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 Proposal:

- a. Technical Approach and Methodology
 - b. Work Plan
 - c. 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.]

[The information requested is required in the format provided below and should be included by the consultant in the consultant's proposal.]

Team Composition and Task Assignments

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

2. Support Staff		
Name	Position	Task (s)

The information requested is required in the format provided below and should be included by the consultant in the consultant's proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]

Estimated input Time Schedule for Professional Staff

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																	Subtotal (1)
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: Part-time:

Signature:
(Authorised Representative)

Full Name: Title:

Consultant:

[The information requested is required in the format provided below and should be included by the consultant in their proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

Activity (Work) Schedule

A. Technical Input												
	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

B. Completion and Submission of Reports and other Deliverables	
Reports	Date
1. Inception Report	
2. Interim Progress Reports (a) First Status Report (b) Second Status Report	
3. Draft Final Report	
4. Final Report	
5. Other Deliverables	

Section 4: List of Services and Price Schedule

Procurement Reference Number:
[Complete the item listed below. Authorise the rates quoted in the signature block below.]

Currency of Proposal:

Item No	Description of Services	Input Quantity	Unit of Measure	Unit Rate	Total Price
Other additional costs					
Subtotal					
VAT @ %					
Total					

Enter 0% VAT rate if VAT exempt.

List of Services and Price Schedule Authorised By:

Signature:..... Name:

Position: Date:
(DD/MM/YY)

Authorised for and on behalf of:

Company:

PART 3: CONTRACT
Section 5: General Conditions of Contract (GCC)

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Section 5: General Conditions of Contract for the Procurement of Consultancy Services

A. General Provisions

1. Definitions

- 1.1 The headings and titles of these General Conditions of Contract (GCC) shall not limit, alter or affect the meaning of the contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
 - a. “Consultant” means the natural person, private or government entity, or a combination of the above, whose proposal 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 consultant.
 - b. “Contract” means the Agreement entered into between the parties and includes the contract documents.
 - c. “Contract Documents” means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - d. “Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.
 - e. “Day” means working day. “Month” means calendar month.
 - f. “Eligible Countries” means the countries and territories eligible as listed in the Special Conditions of Contract (SCC).
 - g. “Foreign Currency” means any currency other than Uganda Shillings.
 - h. “GCC” means the General Conditions of Contract.
 - i. “In writing” means hand-written type-written, printed or electronically made, and resulting in a permanent record.
 - j. “Local Currency” means Uganda Shillings.
 - k. “Lump sum contract” means a contract under which the services are performed for an all inclusive fixed total amount.
 - l. “Member,” where the consultant consists of a joint venture/partnership of more than one entity, means any of these entities; “Members” means all these entities; and “Member in Charge” means the entity authorised to act on all the Members behalf in exercising all the consultants’ rights and obligations towards the PDE under the contract and named in the SCC.
 - m. “Party” means the PDE or the consultant, as the case may be, and “parties” means both of them.
 - n. “Personnel” means persons engaged by the consultant or by any sub-contractor as employees and assigned to the performance of the services or any part thereof; “foreign personnel” means such persons who at the time of being so engaged had their domicile outside Uganda; “local personnel” means such persons who at the time of being so engaged had their domicile inside Uganda; and “key personnel” means those personnel that are regarded by the consultant as essential to the successful completion of the services and related tasks.

- o. “Procuring and Disposing Entity (PDE)” means the entity purchasing the services, as specified in the Agreement.
- p. “SCC” means the Special Conditions of Contract.
- q. “Services” means the professional or specialised Services to be performed by the consultant as described in the contract and shall include consultancy services.
- r. “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 is subcontracted by the consultant.
- s. “Time based contract” means a contract under which the services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.
- t. “Tribunal” means a tribunal established under the PPDA Act, Cap 205

1.3 The word “Government” shall mean the Government of the Republic of Uganda.

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

1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the PDE and the consultant.

2. Corrupt Practices

2.1 It is the Government of Uganda’s policy and the legal framework to require that PDEs, as well as consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of the above:

- a. The PPDA Act Cap 205, 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; and
 - ii. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement or disposal process or the execution of a contract to the detriment of the procuring or disposing entity, and includes collusive practices among consultant prior to or after proposal submission designed to establish proposal prices at artificial non-competitive levels and to deprive the PDE of the benefits of free and open competition
 - iii. “Coercive practice” includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- b. The Public Procurement and Disposal of Public Assets Authority (PPDA) will suspend a consultant from engaging in any public procurement proceeding for a stated period of time in accordance with the PPDA Act Cap 205 and the Regulations made under the Act, if it at any time determines that the consultant has engaged in corrupt or fraudulent practices or coercive practices in competing for, or in executing, a Government contract.

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

2.3 In pursuit of the policy defined in GCC Clause 2.1, the PDE may reject the recommendation for contract award and or terminate a Contract in accordance with GCC Clause 15 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the PDE or of a consultant, during the procurement or the execution of that contract.

3. Confidential Information

- 3.1 The PDE and the consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or 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 consultant 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 consultant shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the consultant under the contract.
- 3.2 The PDE shall not use such documents, data, and other information received from the consultant for any purposes unrelated to the contract. Similarly, the consultant 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.
- 3.3 The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:
 - a. The PDE or consultant need to share with any institution participating in the financing of the contract;
 - b. Now or hereafter enters the public domain through no fault of that party;
 - c. 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
 - d. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 3.4 The provisions of GCC Clauses 3.1 and 3.2 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 services or any part thereof.
- 3.5 The provisions of GCC Clauses 3.1 and 3.2 shall survive for a period of two years from completion or termination, for whatever reason, of the contract.

B. The Contract

4. Contract Documents

- 4.1 The documents forming the contract shall be interpreted in the following order of priority:
 - a. Agreement,
 - b. Consultant's Proposal and any changes agreed to by the parties,
 - c. Special Conditions of Contract,
 - d. General Conditions of Contract,
 - e. Statement of Requirements,
 - f. Any other document listed in the SCC as forming part of the contract.
- 4.2 Subject to the order of precedence set forth in Sub-Clause 4.1, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

- 4.3 No amendment, modification or other variation of the contract shall be valid unless an Amendment to contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.4 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.
- 4.5 Any action required or permitted to be taken, and any document required or permitted to be executed, under the contract by the PDE or the consultant may be taken or executed by the authorised representatives specified in the SCC.
- 4.6 The contract constitutes the entire agreement between the PDE and the consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of contract. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

5. Governing Law

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

6. Language

- 6.1 The contract as well as all correspondence and documents relating to the contract exchanged by the consultant and the PDE, shall be written in English. 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.
- 6.2 The consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7. Notices

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to the contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the party at the address specified in the SCC.
- 7.2 A party may change its address for notice hereunder by giving the other party notice of such change.

8. Commencement of Services

The consultant shall commence the services within the time period specified in the SCC after the date of signature of the agreement.

9. Assignment

- 9.1 The PDE or the consultant shall not assign, in whole or in part, their obligations under this contract, except with the prior written consent of the other party.

10. Subcontracting

- 10.1 The consultant shall request approval in writing from the PDE for all subcontracts awarded under the contract that are not included in the contract. Subcontracting shall in no event relieve the consultant of any of its obligations, duties, responsibilities or liability under the contract.
- 10.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 35.

11. Contract Amendments

- 11.1 The PDE may at any time request the consultant through notice in accordance with GCC Clause 7, to make changes to the contract by agreement to an amendment of contract.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the consultant's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or in the completion date, or both, and the contract shall accordingly be amended. Any claims by the consultant for adjustment must be asserted within twenty-eight days from the date of the consultant's receipt of the PDE's notice.
- 11.3 Prices to be charged by the consultant for any related or additional services that might be needed but which were not included in the contract shall be agreed upon in advance by the parties.
- 11.4 An amendment to contract shall be signed by both parties following agreement to the proposed changes required and shall make adjustments for the impact on the contract Price, completion period or any other condition.

12. Change in Laws

- 12.1 Unless otherwise specified in the contract, if after the date of the Request for Proposals 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 completion date and/or the contract price, then such completion date and/or contract Price shall be correspondingly increased or decreased, to the extent that the consultant 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 by a contracts amendment or a price adjustment in accordance with GCC Clause 32.

13. Force Majeure

- 13.1 For the purposes of the contract, "force majeure" shall mean an event or events which are beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- 13.2 Force majeure shall not include:
 - a. Any event which is caused by the negligence or intentional action of a party or such party's Sub-contractors or agents or employees; nor

- b. Any event which a diligent party could reasonably have been expected to both:
 - i. Take into account from the effective date of the contract; and
 - ii. Avoid or overcome in the carrying out of its obligations.
 - c. Insufficiency of funds or failure to make any payment required hereunder.
- 13.3 The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the contract.
- 13.4 A party affected by an event of force majeure shall take all reasonable measures to:
- a. Remove such party's inability to fulfil its obligations hereunder with a minimum of delay; and
 - b. Minimise the consequences of any event of force majeure.
- 13.5 A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 13.6 During the period of their inability to perform the services as a result of an event of force majeure, the consultant shall be entitled to continue to be paid under the terms of the contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.
- 13.7 Not later than thirty (30) days after the consultant, as the result of an event of force majeure, has become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

14. Suspension of Assignment

- 14.1 The PDE may, by written notice of suspension of the assignment to the consultant, suspend all payments to the consultant hereunder if the consultant fails to perform any of its obligations under the contract, including the carrying out of the services, provided that such notice of suspension shall:
- a. Specify the nature of the failure; and
 - b. Request the consultant to remedy such failure within a period not exceeding thirty days after receipt by the consultant of such notice of suspension.

15. Termination

- 5.1 The PDE may, by not less than thirty days written notice of termination to the consultant (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 15.1 (a) to (h), terminate the contract if:
- a. The consultant fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 14 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 consultant becomes, or if any of the consultant'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 consultant fails to comply with any final decision reached as a result of proceedings pursuant to GCC Clause 17 hereof;
- d. The consultant 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 consultant 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 consultant, in the judgment of the PDE, has engaged in corrupt and fraudulent practices in competing for or in executing the contract; or
- h. The Tribunal directs that a contract should be terminated.

15.2 The consultant 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 15.2 (a) to (d) terminate the contract if:

- a. The PDE fails to pay any money due to the consultant pursuant to the contract and not subject to dispute pursuant to GCC Clause 27 within thirty days after receiving written notice from the consultant that such payment is overdue;
- b. The PDE is in material breach of its obligations pursuant to the contract and has not remedied the same within twenty-two days (or such longer period as the consultant may have subsequently approved in writing) following the receipt by the PDE of the consultant's notice specifying such breach;
- c. The consultant is unable as the result of force majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- d. The PDE fails to comply with any final decision reached as a result of dispute settlement pursuant to GCC Clause 17 hereof.

15.3 If either party disputes whether an event specified in GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such party may, within twenty-two days after receipt of notice of termination from the other party, refer the dispute for resolution pursuant to GCC Clause 17 and the contract shall not be terminated on account of such event except in accordance with the terms of any resulting consent agreement or court decision.

16. Cessation of Rights and Obligations or Services

16.1 Upon termination of the contract pursuant to GCC Clause 15, or upon completion of the services pursuant to GCC Clause 18 hereof, all rights and obligations of the parties hereunder shall cease, except:

- a. Such rights and obligations as may have accrued on the date of termination or completion;
- b. The obligation of confidentiality set forth in GCC Clause 3;
- c. The consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
- d. Any right which a party may have under the Governing Laws.

16.2 Upon termination of the contract by notice of either party to the other pursuant to GCC Clause 7, the consultant 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. With respect to documents prepared by the consultant and equipment and materials furnished by the PDE, the consultant shall proceed as provided, by GCC Clause 44.

17. Settlement of Disputes

- 17.1 The PDE and the consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution **as specified in the SCC.**

18. Completion Period of the Services

The period for the completion of the services shall be specified in the SCC. The completion period shall be counted from the date of the commencement of the services.

C. Obligations of the Procuring and Disposing Entity (PDE)

19. Provision of Information and Assistance

- 19.1 The PDE shall supply the consultant 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.
- 19.2 The consultant may request the assistance of the PDE to obtain copies of laws, regulations, and information on local customs, orders or bylaws of Uganda, which may affect the consultant in the performance of its obligations under the contract. The PDE may charge the consultant for such assistance.
- 19.3 Subject to the provisions of the laws and regulations on foreign labour in Uganda, the PDE shall make every effort to facilitate the consultant in obtaining all required visas and permits, including work and residence permits, for the personnel whose services the consultant and the PDE consider necessary as well as residence permits for their families.
- 19.4 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.
- 19.5 The PDE shall use its best efforts to ensure that the Government shall:
- a. Facilitate prompt clearance through customs of any property required for the services and of the personal effects of the personnel and their eligible dependents;
 - b. Exempt the consultant and the personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of Uganda;
 - c. Provide to the consultant, sub-contractors and personnel any such other assistance as may be specified in the SCC.
- 19.6 The PDE shall make available to the consultant and the personnel, for the purposes of the services and free of any charge, the services, facilities and property described in the Statement of Requirements at the times and in the manner specified in the Statement of Requirements.

20. Provision of Counterpart Staff

- 20.1 If so provided in the SCC, the PDE shall make available to the consultant, as and when provided in the contract, and free of charge, such counterpart personnel to be selected by the PDE, with the consultant's advice, as shall be specified in the contract. Counterpart personnel shall work under the exclusive direction of the consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant which is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the PDE shall not unreasonably refuse to act upon such request.
- 20.2 If counterpart personnel are not provided by the PDE to the consultant where specified in the contract, the PDE and the consultant shall agree:
- a. How the affected part of the services shall be carried out; and
 - b. The additional payments or time, if any, to be granted by the PDE to the consultant as a result thereof.
- 20.3 Counterpart personnel are not liable for the poor performance of the consultant.

D. Payment

21. Contract Price and Currency

- 21.1 The contract price shall be expressed as a specific amount or amounts in the agreement representing:
- a. The total amount payable for a lump sum contract; or
 - b. The maximum amount for a time-based contract.
- 21.2 Payments shall be made in Ugandan Shillings, unless otherwise specified in the SCC.
- 21.3 The contract price may only be changed as provided for in GCC Clause 11.

22. General Payment Procedure

- 22.1 The provisions of this Clause apply to all contracts subject to these GCCs. Additional provisions at GCC Clause 30 or 31 shall apply as follows:
- a. The provisions of GCC Clause 30, Option 1 shall apply to lump sum contracts;
 - b. The provisions of GCC Clause 31, Option 2 shall apply to time based contracts. The type of contract applicable is stated in the SCC.
- 22.2 In consideration of the services performed by the consultant under the contract, the PDE shall make to the consultant such payments in such manner as is provided by the contract.

23. Invoice Procedure

- 23.1 The PDE shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. The PDE shall certify or reject such requests for payment within five days from receipt.
- 23.2 Where such payment requests are rejected, the PDE shall promptly advise the consultant of the reasons for rejection.
- 23.3 The PDE shall not unreasonably withhold any undisputed portion of a request for payment. The

PDE shall notify the consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the consultant, the PDE may add or subtract the difference from any subsequent payments. In the event that there are no more payments to be made the PDE may recover the difference from the consultant.

24. Documentation to Support Invoices

Invoices shall be accompanied by the documentary requirements specified in the SCC.

25. Payment Schedule

All payments under the contract shall be made in accordance with the payment schedule specified in the SCC.

26. Advance Payment Guarantee

- 26.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of services, payment of the advance payment shall be made against the provision by the consultant of an unconditional bank guarantee for the same amount, and shall be valid for the period stated in the SCC.
- 26.2 Should the advance payment guarantee cease to be valid and the consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the PDE from future payments due to the consultant under the contract.
- 26.3 If a contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the consultant.

27. Payment Terms

Unless otherwise specified in the SCC, payments shall be made by the PDE, no later than thirty days after submission and certification of a request for payment by the consultant.

28. Final Payment

- 28.1 Payments shall be made by the PDE upon receipt of consultant's invoices and relevant supporting documents for certified deliverables.
- 28.2 Any amount which the PDE has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the contract, shall be reimbursed by the consultant to the PDE within thirty days after receipt by the consultant of a notice thereof.
- 28.3 Upon termination of the contract pursuant to GCC Clauses 15, the PDE shall make the following payments to the consultant:
 - a. Fees for services satisfactorily performed prior to the effective date of termination;
 - b. Except in the case of termination pursuant to GCC Clauses 15.1 (a) to (d) and 15.1 (g) to (h) reimbursement of any reasonable cost incidental to the prompt and orderly termination of the contract including the cost of the return travel of the personnel and their eligible dependents.

29. Accounts

29.1 All payments under the contract shall be made to the accounts of the consultant specified in the Invoice.

30. Option 1 - Payments in respect of Lump Sum remunerated Contracts

30.1 The contract price shall be a fixed total lump-sum including all personnel costs, sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the consultant in carrying out the services described in the contract.

30.2 Total payments under this contract shall not exceed the contract price.

30.3 The contract price shall be claimed in lump-sum instalments against deliverables specified in GCC Clause 25 and in accordance with the documentary requirement stated in GCC Clause 24.

31. Option 2 - Payments in respect of Time Based remunerated Contracts

31.1 The consultant's total remuneration shall not exceed the contract price stated in the Agreement.

31.2 The consultant shall notify the PDE as soon as cumulative charges incurred for the services have reached 80% of the contract price.

31.3 Separate invoices shall be submitted for fees and for reimbursable expenditure.

31.4 Fees for the personnel shall be claimed in accordance with the documentary requirement stated in GCC Clause 24.

31.5 Fees for the personnel shall be determined on the basis of time actually spent by the personnel in the performance of the services after the date determined in accordance with the commencement date of the services or such other date as the parties may agree in writing. Personnel time spent in the performance of the services shall include time for necessary travel via the most direct route, at the rates detailed in the contract and subject to such additional provisions as are set forth, in the SCC.

31.6 Reimbursable expenditures shall include costs actually and reasonably incurred by the consultant in the performance of the services and are specified in the contract.

32. Price Adjustments

Prices charged by the consultant for the services performed under the contract shall not vary from the prices quoted in the contract, with the exception of any price adjustments authorised in the SCC.

33. Taxes and Duties

33.1 Except as otherwise specifically provided in the SCC, the consultant shall bear and pay all taxes, duties, and levies imposed on the consultant, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the services to be supplied under the contract.

33.2 If any tax exemptions, reductions, allowances or privileges may be available to the consultant in Uganda, the PDE shall use its best efforts to enable the consultant to benefit from any such tax savings to the maximum allowable extent.

33.3 For the purpose of the contract, it is agreed that the contract price specified in the agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in Uganda (called “tax” in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the contract, which was or will be assessed on the consultant, its subcontractors, or their employees in connection with performance of the contract, an equitable adjustment to the contract price shall be made to fully take into account any such change by addition to or reduction from the contract price, as the case may be.

E. Obligations of the Consultant

34. Obligations of the Consultant

- 34.1 The consultant shall perform the services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 34.2 The consultant shall submit to the PDE the reports and other deliverables, specified in the contract.
- 34.3 The consultant shall respect and abide by all laws and regulations in force and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The consultant shall indemnify the PDE against any claims and proceedings arising from any infringement by the consultant, its employees and their dependants of such laws and regulations.
- 34.4 The consultant shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.
- 34.5 The consultant shall obtain the PDE’s prior approval in writing before taking any of the following actions:
- a. Appointing any member of the personnel that are not named in the contract;
 - b. Entering into a subcontract that is not specified in the contract, for the performance of any part of the services, it being understood that the consultant shall remain fully liable for the performance of the Services by the sub-contractor and its personnel pursuant to the contract;
 - c. Any other action that may be specified in the SCC.

35. Eligibility

- 35.1 The consultant and its subcontractors shall have the nationality of an eligible country. A consultant 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.
- 35.2 The consultant and its Sub-contractors shall provide personnel who shall be citizens of eligible countries.

36. Joint Venture

- 36.1 Unless otherwise specified in the SCC, if the consultant is a joint venture (JV), all of the parties shall be jointly and severally liable to the PDE for the fulfilment of the provisions of the contract. The JV shall designate one party to act as the member in charge with authority to bind the JV and to act on their behalf in exercising all the consultant's rights and obligations towards the PDE under the contract, including without limitation the receiving of instructions and payments from the PDE.
- 36.2 The composition or the constitution of the JV shall not be altered without the prior written consent of the PDE. Any alteration of the composition of the JV without the prior written consent of the PDE shall be considered to be a breach of contract.

37. Code of Conduct

- 37.1 The consultant shall at all times act loyally and impartially and as a faithful adviser to the PDE in accordance with the rules and/or codes of conduct of its profession. It shall, in particular, refrain from making any public statements concerning the Services without the prior written 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 in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 37.2 For the period of execution of the contract, the consultant and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Uganda.

38. Conflict of Interests

- 38.1 The consultant shall refrain from any relationship which would compromise its independence or that of its personnel. If the consultant fails to maintain such independence the PDE may terminate the contract in accordance with the provision contained in the GCC Clause 15.
- 38.2 The consultant shall after the conclusion or termination of the contract, be limited in its role in connection with the project and shall not be permitted any further involvement in the provision or procurement of works, supplies or further services other than a continuation of the services, for any project resulting from or closely related to the services.
- 38.3 The consultant shall not engage, and shall cause their personnel and subcontractors not to engage, either directly or indirectly, in any of the following activities:
- a. During the term of the contract, any business or professional activities in Uganda which would conflict with the activities assigned to them under the contract; and
 - b. After the termination of the contract, such other activities as may be specified in the SCC.
- 38.4 The payments to the consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 38.5 The consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the PDE.

39. Indemnification

- 39.1 At its own expense, the consultant 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 consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
- 39.2 At its own expense, the consultant shall indemnify, protect and defend the PDE, its agents and employees, from and against all actions, claims, losses or damages arising out of the consultant's failure to perform its obligations provided that:
- a. The consultant 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 consultant'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 consultant's willful misconduct;
 - c. The consultant'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.
- 39.3 The aggregate liability of the consultant to the PDE shall not exceed the total contract value or such other amount specified in the SCC.
- 39.4 The consultant 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 consultant, or requiring the consultant to implement a decision or recommendation with which the consultant disagrees or on which it expresses a serious reservation; or
 - b. The improper execution of the consultant's instructions by agents, employees or independent contractors of the PDE.
- 39.5 The consultant 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.

40. Insurance to be taken out by the Consultant

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

41. Accounting, Inspection and Auditing

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

F. Performance of the Services

42. Scope of Services

- 42.1 The services to be provided shall be as specified in the Statement of Requirements in the contract.
- 42.2 The services shall be performed at such locations as are specified in the contract and, where the location of a particular task is not so specified, at such locations, whether in Uganda or elsewhere, as the PDE may approve.

43. Specifications and Designs

- 43.1 The consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the PDE and taking into account the latest design criteria.
- 43.2 The consultant shall ensure that any specifications and designs and all documentation relating to procurement of works, supplies and services are prepared on an impartial basis so as to promote competitive tendering.

44. Property of Deliverables

- 44.1 All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and software containing data and information compiled, prepared and furnished by the consultant for the PDE under the contract shall become and remain the absolute property of the PDE. The consultant shall deliver all such documents to the PDE on completion or termination of the contract. The consultant may retain a copy of such reports, data and software and any restrictions about the future use of such reports, data or software shall be specified in the SCC.
- 44.2 Equipment and materials made available to the consultant, or purchased by the consultant with funds provided by the PDE, shall be the property of the PDE. Upon completion of the contract, the consultant shall make available an inventory of such items and shall dispose of such equipment and materials in accordance with the PDE's instructions. While in possession of such equipment and materials, the consultant shall ensure the items are insured at the expense of the PDE in an amount equal to their full replacement value.

45. Performance Security and ES Performance Security

- 45.1 If so stated in the SCC, the consultant shall, within twenty-one (21) calendar days of signing the contract, provide a Performance Security and, if applicable, an Environmental and Social, (ES) Performance Security for compliance with the consultant's ESHS obligations for the due performance of the contract. The Performance Security and the ES Performance Security shall be in the amount specified in the SCC and shall be denominated in the currency in which the contract price is payable.
- 45.2 The proceeds of the Performance Security and, if applicable, the ES Performance Security shall be payable to the PDE as compensation for any loss resulting from the consultant's failure to complete its obligations under the contract.
- 45.3 The Performance Security and, if applicable, the ES Performance Security shall be in the form stipulated in Section 7 of the REQ document.
- 45.4 The Performance Security and, if applicable, the ES Performance Security to the PDE shall be valid until a date 28 days from intended completion date stated in the SCC.

46. Extensions of Time

46.1 If at any time during performance of the contract, the consultant or its subcontractors should encounter conditions impeding timely completion of services pursuant to GCC Clause 13, the consultant shall promptly notify the PDE in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the consultant's notice, the PDE may at its discretion extend the consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

47. Consultant's Personnel

47.1 The consultant shall employ and provide such qualified and experienced personnel and subcontractors as are required to carry out the services. The consultant shall be responsible for the quality of the personnel.

47.2 If required by the contract, the consultant shall ensure that a resident project manager, acceptable to the PDE, takes charge of the performance of the services.

47.3 The services shall be carried out by the personnel specified in the contract for the period of time indicated therein. The title, job description, and estimated period of engagement of each of the consultant's key personnel shall be listed in the contract.

47.4 The key personnel and sub-contractors listed by title/position and by name in the contract are hereby approved by the PDE. In respect of other key personnel which the consultant proposes to use in the carrying out of the services, the consultant shall submit to the PDE for review and approval a copy of their biographical data. If the PDE does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such biographical data, such key personnel shall be deemed to have been approved by the PDE.

47.5 The consultant may with the prior approval of the PDE make minor adjustments to the periods of input for key personnel as may be appropriate to ensure the efficient performance of the services, provided that such adjustments do not cause the payments made under the contract to exceed the contract price.

47.6 Adjustments with respect to the periods of engagement of key personnel which shall cause the total contract payments to exceed the contract price shall only be made with the PDE's written approval.

47.7 If additional work is required beyond the Statement of Requirements specified in the contract, the estimated periods of engagement of key personnel set forth in the contract may be increased by agreement in writing between the PDE and the consultant, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under the contract to exceed the contract price specified in the Agreement.

48. Working Hours of the Personnel

48.1 Working hours and holidays for key personnel are set forth in the contract. To account for travel time, foreign personnel carrying out services inside Uganda shall be deemed to have commenced or finished work in respect of the services such number of days before their arrival in or after their departure from Uganda.

48.2 The key personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave unless otherwise specified in the SCC. Except as specified in the contract, the consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is included in the staff-months of service set forth in the contract. Any taking of leave by personnel shall be subject to the prior approval by the consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the services.

49. Replacement of Personnel

49.1 The consultant shall not make changes in the personnel without the prior written approval of the PDE. The consultant must on its own initiative propose a replacement in the following cases:

- a. in the event of death, illness for an extended period or in the event of accident of a member of personnel.
- b. if it becomes necessary to replace a member of personnel for any other reasons beyond the consultant's control (e.g. resignation, etc.).

49.2 The PDE may request a replacement with a written and justified request if in the course of performance, it considers that a member of the personnel does not perform its duties satisfactorily under the contract.

49.3 Where a member of personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid for the replacement cannot exceed that paid for the member of personnel who has been replaced. Where the consultant is unable to provide a replacement with equivalent qualifications and/or experience, the PDE may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept a replacement with lesser qualifications, provided that the fees of the latter are reduced to reflect the appropriate remuneration level.

49.4 Additional costs incurred in the replacement of personnel are the responsibility of the consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the PDE may ask the consultant to assign to the project temporary personnel pending the arrival of the new personnel, or to take other measures to compensate for the temporary absence of the missing personnel. The PDE shall make no payment for the period associated with the personnel's absence while the position is not filled.

50. Medical and Insurance arrangements

50.1 For the period of execution of the contract, the consultant shall obtain medical insurance for its personnel. The PDE shall be under no liability in respect of the medical expenses of the consultant.

51. Sustainable Procurement

The consultants shall conform to the minimum sustainable procurement technical requirements as specified in the SCC.

Section 6: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is:
GCC 1.2 (f)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2 (l)	Member in Charge: The member in charge is:
GCC 4.1 (f)	Contract Documents: Other documents forming part of the contract are:
GCC 4.5	Authorised Representatives: The authorised representatives are: for the PDE: for the consultant:
GCC 5	Law: The contract shall be governed by the Laws of Uganda.
GCC 7.1	Notices: The addresses for Notices are: for the PDE : Street Address: Building/Floor/Office number: Town/City: P. O. Box: Country: Telephone: Email: For the Consultant Street Address: Building/Floor/Office number: Town/City: P. O. Box: Country: Telephone: Email:
GCC 8	Commencement: The Period within which the services shall have commenced is:
GCC 17.2	Dispute settlement: Dispute settlement shall be..... [insert the formal dispute settlement Mechanism preferred]

GCC clause reference	Special Conditions of Contract
GCC 18	Completion of the Services: The period within which the services shall have been completed following commencement of the Services is:
GCC 19.5 (c)	Further Assistance: The PDE shall provide the following further assistance:
GCC 20.1	Counterpart Staff: Counterpart Staff [<i>shall/shall not</i>] be provided
GCC 21.2	Currency of Payment: Payments shall be made in Uganda Shillings. Where approved, amend as necessary.
GCC 22.1	Contract type: The contract type is (lump sum or time based) contract [<i>insert the applicable contract type</i>]
GCC 24	Documentation for Payment: The following documentation shall be required to support invoices requesting payments:
GCC 25	Payment Schedule: The payment schedule shall be:
GCC 26.1	Advance Payment Guarantee: An Advance Payment Guarantee required. The period of validity of the Advance Payment Guarantee shall be:
GCC 27	Payment Period: Payment shall be made by the PDE within days of receipt and certification of the invoice accompanied by supporting documents
GCC 28.1	Final Payment shall be made by the PDE within days of receipt and certification of the invoice accompanied by supporting documents.
GCC 31.5	Additional provisions: The additional provisions for personnel time are:
GCC 32	Price variation: The contract price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	Taxes and duties: The consultant.....bear and pay all taxes, duties, and levies imposed on the consultant, by all municipal, state or national government authorities:
GCC 34.5 (c)	The PDE's prior approval: The PDE's prior approval is also required for:

GCC clause reference	Special Conditions of Contract
GCC 36.1	Joint Venture requirements: The individuals or firms in a JV or partnership shall be jointly and severally liable.
GCC 38.3 (b)	Additional activities prohibited: The following activities are prohibited:
GCC 39.3	Total Liability: The total liability under the contract shall be the total contract value.
GCC 40.1	<p>Insurance taken out by consultant: The risks and coverage shall be:</p> <ul style="list-style-type: none"> i. Third party motor vehicle ii. Third party liability iii. Employer’s liability and workers’ compensation iv. Professional liability v. Loss or damage to equipment and property vi. Other
GCC 44.1	Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows:
GCC 45	<p>A Performance Security _____ (<i>Shall/Should not</i>) be required.</p> <p>A Performance Security shall be for _____ (<i>Insert percentage</i>) of the contract price.</p> <p>An ES Performance Security _____ (<i>Shall/Should not</i>) be required.</p> <p>The ES Performance Security shall be for _____ (<i>Insert percentage</i>) of the contract price:</p> <p>The Performance Security shall be valid until</p>
GCC 48.2	Personnel entitlements: The key personnel shall be entitled to payment for:
GCC 51	The minimum sustainable procurement technical requirements to be complied with are:..... [<i>insert e.g.: Environmental, Social (including Sexual Exploitation and Abuse (SEA) and Gender Based Violence (GBV)), Health and Safety</i>]

Section 7: Contract Forms

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AGREEMENT

For Lump Sum/Time Based Contracts

Procurement Reference No:

THIS AGREEMENT made this day of, ,between
..... of (hereinafter called "PDE"),
..... , and of
..... (hereinafter called "the consultant").

WHEREAS

- a. The PDE 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 PDE that it has the required professional 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 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 PDE 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 PDE shall pay the consultant the contract price of
.....or such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed by the contract.

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

Signed by (*Authorised Representative of the PDE*)

Name: (Position:

In the presence of:

Name: (Position:

.

Signed by (*Authorised representative of the consultant*)

Name: (Position:

In the presence of:

Name: (Position:

.

[Name of Procuring and Disposing Entity]
[Address of Procuring and Disposing Entity]
Serial No: {pre-printed}

Purchase Order Agreement for Consultancy Services

To: *[insert name, address and contact name of provider on the lines provided]*

The PDE indicated above accepts your proposal referenced below.

This agreement is a lump sum agreement and is subject to the Government of Uganda General Conditions of Contract for procurement of consultancy services (available on request). The attached Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the SCC shall prevail over those in the GCC. All attached documents listed below shall form part of the Purchase Order.

You are requested to perform the services listed on the attached Statement of Requirements in accordance with the terms and conditions contained in this Purchase Order.

Date and Reference Number of Proposal:	
Correspondence amending Proposal:	
Procurement Reference Number:	
Subject of Procurement:	
Date of the Purchase Order:	
Contract Price:	
Attached Documents:	

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

Authorised by:

Signature:	
Name:	
Position:	

Environmental and Social (ES) Performance Security

[The Environmental and Social Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution. The draft is for an unconditional Security. The amount of the guarantee must represent the percentage of the contract price specified in the contract, and should be denominated in the currency of the contract].

Date: *[insert date (as day, month and year) of ES Performance Security]*
Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name and address of PDE]*

WHEREAS *[insert name and address of consultant]* (hereinafter called “the consultant”) has undertaken, pursuant to the contract referenced above, dated *[insert date (as day, month and year) of contract]* to execute *[insert brief description of Works]* (hereinafter called “the contract”);

AND WHEREAS it has been stipulated by you in the aforementioned contract that the provider shall furnish you with a demand guarantee issued by a financial institution for the sum specified therein as security for compliance with the provider’s performance obligations in accordance with the contract;

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the consultant a security;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the consultant, up to a total of *[insert currency and amount of Guarantee in words and figures]*, such sum being payable in the types and proportions of currencies in which the contract Price is payable, and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of Guarantee in words and figures]* as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain in force up to and including ____* *[insert date: day, month, year]*

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 758, except that sub - article 15 (a) is hereby excluded.

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

In the capacity of *[insert legal capacity of person signing the Performance Security]*

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

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

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

Performance Securing Declaration

[The consultant shall fill in this Form in accordance with the instructions indicated. The declaration shall be required for procurements under restricted domestic, restricted international bidding, and direct bidding methods. The declaration shall be submitted within ten (10) days after receiving the Notice of Award prior to signing of the contract or immediately after but in any event not later than the date of contract commencement]

Date: *[insert date (as day, month and year) of Performance Securing Declaration]*
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, to guarantee the performance by the consultant of its obligations under the contract, I/We shall submit a performance securing declaration.
2. I/We accept that I/we shall 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 Contract.
3. I/We understand this Performance Securing Declaration shall expire on *[Insert date]* upon issuance by the PDE of the Certificate of Final Acceptance.

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

In the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

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

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

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

[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: *[insert date (as day, month, and year) of Advance Payment Security]*
Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of PDE]*

In accordance with the payment provision included in the contract, in relation to advance payments, *[insert complete name of consultant]* (hereinafter called “the consultant”) shall deposit with the PDE a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter “the Guarantor”), as instructed by the consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the PDE on its first demand without whatsoever right of objection on our part and without its first claim to the consultant, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the consultant under the contract until *[insert day and month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Article 15 (a) and 20 (a) are hereby excluded.

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

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

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

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

(The Conditional Advance Payment Bond should be on the letter head of the issuing insurance company regulated by Insurance Regulatory Authority and should be signed by a person with the proper authority to sign the advance payment bond. The Surety shall fill this advance payment bond form in accordance with the instructions indicated)

Conditional Advance Payment Bond

Date: *[insert date (as day, month, and year) of advance payment bond]*

Bond No:

BY THIS BOND *[insert the name of the bidder]* as Principal obligor (*hereinafter called 'the provider'*) and *[name and address of insurance Company]* authorized to transact business in Uganda as an insurance provider (herein after called the "the Surety"), are held and firmly bound unto *[name of Procuring and Disposing Entity]* as Obligee (*hereinafter called "the Entity"*) in the sum of *[amount bid bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assignees, jointly and severally, firmly by these presents.

WHEREAS the provider has entered into a written contract with the Entity dated theday of20 for the *[insert the subject of procurement]* for a total contract price of (herein after called "the contract") and whereas under the said contract, the Entity has agreed to make advance payment of *[indicate the amount in figures and words]* to the provider.

NOW, THEREFORE, the condition of this obligation is such that, if the provider duly utilizes the advance payment for the purpose granted then this obligation shall be null and void; otherwise, it shall remain in force and effect. Whenever the provider shall be, and declared by the Entity up to a total not exceeding the amount of this bond or such part thereof as will be outstanding.

Our liability under this bond shall be proportionately reduced in accordance with the recovery of the advance payment on terms and conditions agreed between the Entity and the provider and the bond shall expire and our liability shall be automatically discharged on the full recovery of the advance payment by the entity. The bond will be returned to the surety as soon as the advance payment has been repaid.

This bond shall remain valid and in full effect from the date of the advance payment received the provider under the contract until the Entity receives full repayment of the same amount from the provider or by *[insert day, month and year]* whichever is earlier.

Any dispute/complaint between the parties to the insurance or Health Management contract may first be resolved amicably between the parties without the intervention of a third party and/ or the dispute/complaint shall be escalated to the Insurance Regulatory Authority of Uganda or Ombudsman in accordance with the insurance Act and Regulations before resorting to the other mediation, arbitration, litigation or any other form of dispute resolution.

¹ *The amount of the Bond shall be denominated in the currency indicated in the bidding document.*

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be executed in their respective names this.....day of.....20.....

SIGNED ON *[insert date of signing]* on behalf of the (principal) *[insert complete name of the provider]*

BY : *[insert complete name of the person signing the bond]*

In the capacity of *(insert legal capacity of person signing the bond)*

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

SIGNED ON *[insert date of signing the bond]* on behalf of (Surety) *[insert complete name of the insurance Company]*

By: *[insert complete name of person signing the bond]*

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

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

