



The Republic of Uganda

**EMBASSY OF THE REPUBLIC OF UGANDA,
COPENHAGEN, DENMARK**

Request for Proposals Document

for

**Procurement of Consultancy Services without
Publication of a Notice of Expression of Interest**

**Consultancy Services For Design and Supervision of the Proposed Renovation
of the Official Residence at Niels Andersens Vej 82, Copenhagen, Denmark.**

Procurement Reference Number: UE-CP-CONSULTANCY SERVICES 2019/20/002
Date of Issuance: 21 OCTOBER 2019

PREFACE

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

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

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

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Embassy of the Republic of Uganda in Copenhagen

Standard Invitation to Consultants

Invitation to bid for Consultancy Services for Design and Supervision of the Proposed Renovation of the Official Residence at Niels Andersens Vej 82, Copenhagen, Denmark.

(Procurement Ref. **UE-CP-CONSULTANCY SERVICES 2019/20/002**)

1. The Embassy of the Republic of Uganda in Copenhagen has allocated funds to be used for the acquisition of Consultancy services for design and supervision of the renovation of the Official Residence located at Niels Andersens Vej 82, Copenhagen, Denmark.
2. The Entity invites sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the method of short listing of Consultants without publication of an expression of interest contained in the Government of Uganda's Public Procurement and Disposal of Public Assets Act, 2003, the PPDA (Procurement of Consultancy Services) Regulations, 2014 and the procedures described in Part 1: Proposal Procedures. *This document can be viewed or accessed from the PPDA website: www.ppda.go.ug*
4. You may obtain further information and inspect the proposal documents at the address given below at 7(a) from **9:00am to 4:00pm**.
5. **Proposals must be delivered to the address below at 7(a) at or before 18 NOVEMBER 2019. at 11:00am.** All proposals must be accompanied by a proposal securing declaration which must be **valid until 25 APRIL 2020** Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 7(d) at **11:30am**.
6. There shall be a pre-proposal meeting (followed by a site visit) at the Embassy of the Republic of Uganda Offices on the dates indicated in the proposed schedule in this notice.
7. (a) Documents may be inspected at:
**Embassy of the Republic of Uganda, Copenhagen, Denmark
Plot 15, Sofievej Road,
2900 Hellerup,
Copenhagen, Denmark.**
(b) Documents will be issued from: *same address above*
(c) Proposals must be delivered to: *same address above*
(d) Address of Proposal Opening: *same address above*
8. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid Notice	21 October 2019
b. Pre-bid/proposal meeting / Site visit	30 OCTOBER 2019 at 10:00am
c. Bid closing date	20 NOVEMBER 2019 at 11:00am

d. Evaluation process	<i>Within 30 working days from technical proposal bid opening date) for technical evaluation and 7working days from date of financial bid opening for financial evaluation</i>
e. Display and communication of best evaluated bidder notice	<i>(Within 5 working days from Contracts Committee award)</i>
f. Contract signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder notice and Attorney General's approval).</i>

Signature:

Name: AMB. ELLY KAMAHUNGYE KAFEERO

**Position of Authorized Official: DEPUTY HEAD OF MISSION/CHAIRMAN
CONTRACTS COMMITTEE**

Section 1: Instructions to Consultants

Procurement Reference Number: **UE-CP-CONSULTANCY SERVICES 2019/20/002**

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.

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

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

Preparation of Technical Proposals: Technical proposals should contain the following documents and information:

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

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

The evaluation of Proposals will use the **Quality and Cost Based Selection (QCBS) methodology (Regulations 198, 199, 200 and 201)** as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Proposals on a pass/fail basis;
2. Detailed evaluation
 - (i) Responsiveness on a pass/fail system, to the terms and conditions of the solicitation document;
 - (ii) The technical quality of the bids against set criteria on a merit point system, to determine the technical score of the bid and to determine which technical bids reach the minimum technical score required;
3. Financial comparison to determine the financial score of each financial bid, to weight the technical and financial scores and to determine the total score of each bid.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

Validity of Proposals: Proposals must remain valid until **25 APRIL 2020**

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 Procuring and Disposing Entity 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 Procuring and Disposing Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected and bear a warning not to open before the time and date for proposal opening.

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

Date of deadline: 20 NOVEMBER 2019..

Time of deadline: 11:00am

Address: Embassy of the Republic of Uganda, Copenhagen, Denmark
Plot 15, Sofievej,
2900 Hellerup,
Copenhagen, Denmark

Opening of Proposals: Technical Proposals will be opened in public by the Procuring and Disposing Entity at the time, date and address shown above for submission of proposals. A record of the opening will be posted on the Procuring and Disposing Entity's Notice Board within one working day of the opening. Financial Proposals will be kept unopened and the evaluation committee shall have no access to the financial information until the detailed evaluation is concluded

Evaluation of Proposals: The evaluation of Proposals will use the methodology as detailed below:

The evaluation of Proposals will use the **Quality and Cost Based Selection (QCBS) methodology (Regulations 198, 199, 200 and 201)** as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Proposals on a pass/fail basis;
2. Detailed evaluation
 - (i) Responsiveness on a pass/fail system, to the terms and conditions of the solicitation document;
 - (ii) The technical quality of the bids against set criteria on a merit point system, to determine the technical score of the bid and to determine which technical bids reach the minimum technical score required;
3. Financial comparison to determine the financial score of each financial bid, to weight the technical and financial scores and to determine the total score of each bid.

Proposals failing any stage will be eliminated and not considered in subsequent stages.

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

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

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

- a. A certificate of registration issued by Authorities of the City of Copenhagen or its equivalent;
- b. A practicing license for the firm;
- c. CVs of key personnel and their certificates of professional registration/practicing license
- d. Company profile including past experience (describing projects successfully handled)
- e. Power of Attorney authorizing signatory if he/she is not a Director
- f. Evidence of fulfillment of obligations to pay taxes and social security contributions (**tax clearance certificate in the country of operation**), where applicable
- g. Any other relevant documentation.

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.

Technical Criteria: Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

Specific Experience	10 points
Methodology Proposed and Work plan	30 points
Personnel Qualification	60 points
Total:	100 points

Technical Criteria

The bid shall be evaluated on the basis of the Bidder’s responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified below. The responsive bid will be given a technical score (S). The bid shall be rejected at this stage if it does not achieve the minimum technical score in 2.2 below.

The maximum number of points to be given under each technical evaluation criterion are:

Points

Specific experience of the Provider related to the assignment (in the last 15 years): **10**

- i. Similar works supervised (2 points per assignment up to 3) (6)
- ii. Years of general experience of firms (2)
- iii. Relevant experience (of lead firm) for similar type project (0.5 points per assignment up to 4) (2)

Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: **30**

- i. Technical approach and methodology (10)
 - a. Understanding of the assignment objectives: identification and explanation of the key issues to be resolved. (6)
 - b. Completeness, exhaustiveness of methodology in responding to ToR (2)
 - c. Clarity (coherence, definition of decision points) (1)
 - d. Creativity, innovativeness (new approaches for better outcomes) (1)
- ii. Work plan (10)
 - . Key activities indicated in the schedule (2)
 - a. Timeliness of outputs: timing, consistency of activities with approach and ToR. (3)
 - c. Logic, sequencing, interrelation between activities. (3)
 - d. Flexibility and adaptability of plan to changes during implementation (2)
- iii. Firm’s organization for the assignment (10)
 - . Completeness of organization chart (4)
 - a. Staffing arrangements: adequacy, consistency with work plan, balance in team composition. (4)
 - c. Firm’s logistics: office equipment, field equipment, vehicles. (2)

c) Qualifications and competence of the key staff for the Assignment **60**

Total Points: 100

Each of the key staff shall first be evaluated against the 100-point scale below:

Points

-) General qualifications (academic, professional, longevity) **30**
-) Adequacy for the project (comparable technical assignments) **60**
-) Experience (Years) in the proposed position **10**

Total Points: 100

The scores attained in 1.3 above by each staff shall then be scaled down to the 60-point scale in paragraph 1.2 (c) according to the following weights:

Position	Weight
<u>Key staff</u>	
1. Project Architect/Team Leader	10
2. Interior Designer/Landscape Architect	8
3. Structural Engineer	6
4. Mechanical Engineer	6
5. Electrical Engineer/Energy Advisor	6
6. Quantity Surveyor/Cost Consultant	6
7. Information & Communications Technology (ICT) and Security Advisor/Consultant	6
8. Health and Safety Officer	6
9. Site Manager/Clerk of Works	6
Total weight	60

Determination of Technical Score

The technical score (*S*) for the bid shall be determined against the criteria detailed sub paragraphs 1.2, 1.3 and 1.4 above.

The minimum technical score required to pass the technical evaluation is: **70 points**. Bids scoring less than this will be rejected.

D Financial Evaluation Criteria

Costs to be included

Costs to be included, in the evaluated price are:-

-) fees, reimbursable and miscellaneous costs, for each activity (*refer to the stages in the Statement of Requirements*)
-) taxes, duties and levies;

Margin of Preference

A Margin of Preference **shall not** apply.

Determination of Financial Score

To determine financial scores for each bid, the lowest priced bid shall be given a financial score of 100, and other bids shall, by application of the following formulae be given a score proportionate to this:

$$S_f = 100 \times F_m / F \quad \text{in which:}$$

S_f denotes the financial score of the bid under consideration;

F_m is the price of the lowest price bid that passed the technical evaluation;

F denotes the price of the bid under consideration

Determination of Combined Technical and Financial Scores

Bids will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weightings.

$S = (S_t \times T\%) + (S_f \times P\%)$ where S is the combined technical and financial score

The weights given to the scores of the Technical and Financial Bids are:

T = **80** denotes the weight given to the Technical Bid; and

P = **20** denotes the weight given to the Financial Bid;

[T + P must equal 100]

Determination of Best Evaluated Bidder

The bid achieving the highest combined technical and financial score shall be the Best Evaluated Bid.

Currency: Proposals may be priced in **Euros** or any other freely convertible currency and in up to two currencies. The currency of evaluation will be **Euros**. Proposals in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the **National Bank of Copenhagen** on the date of the submission deadline.

Best Evaluated Bid: The best evaluated bid shall be the bid achieving the highest combined technical and financial score and shall be recommended for award of contract. The Procuring and Disposing Entity shall issue a Notice of Best Evaluated Bidder within 5 working days from the decision of the contracts committee to award a contract, place such Notice on its notice board and website for the prescribed period, copy the Notice to all Consultants and to the Authority for publication on its website, prior to proceeding with contract award

Award of contract: Award of contract shall be by placement of an Agreement in accordance with Part 3: Contract. A Procuring and Disposing Entity shall not award a contract to the best evaluated bidder until the lapse of ten working days after the date of display of the Notice of Best Evaluated Bidder.

Right to Review: Consultants may seek administrative review by the Accounting Officer in accordance with the Public Procurement and Disposal of Public Assets Act, 2003 if they are aggrieved with the decision of the Procuring and Disposing Entity.

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

Section 2: Technical Proposal Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your technical proposal is 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 (Procuring and Disposing Entity):	
Date of Technical Proposal:	
Procurement Reference Number:	
Subject of Procurement:	

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

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

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

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

My/Our proposal shall be valid until _____ *[insert date, month and year]* and it shall remain binding upon us and may be accepted at any time before or on that date;

I/We enclose a separately sealed financial proposal.

Technical Proposal Authorised By:

Signature: _____ Name: _____

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

Authorised for and on behalf of:

Company: _____

Address: _____

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

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

1. Ethical Principles

Bidders and providers shall at all times-

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

2. Standards

Bidders and providers shall-

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

3. Conflict of Interest

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

4. Confidentiality and Accuracy of Information

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

5. Gifts and Hospitality

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

6. Inducements

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

7. Fraudulent Practices

Bidders and providers shall not-

- a. collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;
- b. enter into business arrangements that might prevent the effective operation of fair competition;

- c. engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- d. misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;
- e. unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE;
- f. Withholding information from the PDE during contract execution to the detriment of the PDE.

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

AUTHORISED SIGNATORY

NAME OF CONSULTANT

Section 3: Financial Proposal Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is 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 (Procuring and Disposing Entity):	
Date of Financial Proposal:	
Procurement Reference Number:	
Subject of Procurement:	

The total price of our proposal is: _____ .

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

Financial Proposal Authorized By:

Signature: _____ Name: _____

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: **UE-CP-CONSULTANCY SERVICES 2019/20/002**

Purchase Order Serial Number: _____

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

CURRENCY OF COSTS: _____

FEES				
Description and Position of Personnel	Unit 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 Authorized By:

Signature: _____ Name: _____

Position: _____ Date: _____

(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated. If the Consultant is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

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

Procurement Reference No.: *[insert reference number of selection process]*

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

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 with the Government of Uganda, if we are in breach of our obligation(s) under the Request for Proposals conditions, because we:

a. have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or

b. having been notified of the acceptance of our proposal by the Procuring and Disposing Entity, during the period of proposal validity, fail or refuse to:

(i) sign the Contract in accordance with ITC Clause 43;

(ii) furnish the Performance Security, in accordance with the ITC Clause 45; or

(iii) accept the correction of our bid by the Procuring and Disposing Entity, pursuant to ITC sub Clause 31.4.

3. I/We understand this Proposal Securing Declaration shall expire on *[Insert date as per ITC Clause 21]*.

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

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

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

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

Part 2: Statement of Requirements

Section 4: Terms of Reference

Procurement Reference Number: **UE-CP-CONSULTANCY SERVICES 2019/20/002**

TERMS OF REFERENCE (TOR) FOR CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION OF THE PROPOSED RENOVATION OF THE OFFICIAL RESIDENCE AT NIELS ANDERSENS VEJ 82, COPENHAGEN, DENMARK.

BACKGROUND TO THE PROJECT

1. Brief History and Justification for the Project

- 1.1 The Government of the Republic of Uganda owns some properties in Copenhagen, i.e. the Chancery Building and the Official Residence. The Residence Building which is the subject of this procurement is currently in a dilapidated state.
- 1.3 There is need to procure a Consultant to assess the renovation requirements, prepare and issue to the Contractor up-to-date architectural and engineering construction drawings and details for the renovations to be undertaken and also validate the scope of work, bills of quantities and technical specifications.

2. Location and description of the project site

- 2.1 The site is located on Niels Andersens Vej 82, Copenhagen, Denmark. This is a very prime area hosting many other missions and other government institutional buildings.
- 2.2 It was observed that the renovation at the Residence had concentrated on the exterior surfaces and some external works i.e external walls were painted, the fence and gates were replaced and compound landscaping improved. However it was clear that the electrical installation was not touched, there is water seepage into the basement when it rains causing dampness and resulting into mould infestation. The electrical and mechanical system is generally in a sorry state.

3. Relevant studies carried out and basic data available

- 3.1 An assessment of the renovation requirements was carried out by a Technical Team from the Government of Uganda in which recommendations for the need for renovation works were made.

4. Funding and Implementation Arrangements

1. The Government of the Republic of Uganda (GoU) has budgeted for funds in its Financial Year (FY) 2018/19 and FY 2019/20 budgets to undertake consultancy services for design and supervision of the renovation works for the Residence Building in Copenhagen.
2. The project will be implemented by the Embassy of the Republic of Uganda in Copenhagen on behalf of GoU and will, in this regard, act as the Client for this consultancy contract. All payments to the Consultant will be disbursed through the Embassy.

3. The Ministry of Foreign Affairs, Kampala, Uganda whose offices are located on Plot No2A-B Apollo Kagwa Road, Kampala, will monitor the implementation of the project on a regular basis through its Property Management Task Force to provide overall oversight and policy direction to the project.

CLIENT'S BRIEF

5. Objectives of the Consultancy Services

5.1 The primary objective of this consultancy assignment is to ensure that the Official Residence is renovated to a befitting standard that gives credence to the Government of the Republic of Uganda in Copenhagen.

5.2 It is also the expectation of the Embassy that the renovation works are done efficiently, within budget, to the agreed quality standards and on time. This therefore calls for effective supervision by the Consultant and timely issuance of instructions, construction details and certification of the works executed by the Contractor.

6. Scope of the assignment

6.1 The Consultant shall provide all necessary services required for production of renovation drawings including architectural, mechanical, electrical drawings, bills of quantities as well as technical specifications and contract supervision in three broad phases, namely Phase 1 (Design and Documentation), Phase 2 (Construction Administration and Supervision) and Phase 3 (Post-contract Administration) including the necessary project management services. These phases are elaborated below.

6.2 The Client desires the renovation works to cover, but not limited to the following:

- Electrical systems overhaul,
- Mechanical systems installations overhaul,
- Windows installations,
- Door installations,
- Floor finishes,
- Internal painting,
- External plastering,
- External painting and
- Landscaping works.

7. Description of the Services

7.1 Phase 1: Design and Documentation

7.1.1 Stage 1: Inception

The Consultant shall:

- a. Carry out a condition assessment of the building to determine its structural stability and also prepare a dilapidation schedule to document the condition of the existing building;
- b. Prepare digitized as-built drawings;
- c. Consult the Copenhagen Municipal Authorities on the planning and renovation approval requirements;

- d. Confirm the User requirements and develop the Client's brief;
- e. Prepare an Inception Report containing findings from (a) to (d) above, including proposals for changes to the renovation scheme and/or minor modifications to the existing building (as required by the new current client space utilization requirements).

7.1.2 Stage 2: Detailed Design Development and Preparation of Updated Construction Drawings & Documentation

The Consultant shall:

- a. Based on the agreed Client's brief and consultations with the Copenhagen Municipal Authorities, prepare working drawings. i.e. architectural and engineering(Electrical, mechanical, HVAC) drawings, detailed scope of work schedules, detail breakdown of existing bills of quantities especially as regards to Prime costs, Provisional Sums and the Contingency provision in the contractors bills of quantities, and technical specifications for the renovation works to incorporate any new proposals for the better functionality of the building and also taking into consideration any advancement in technology and market trends.
The above documentation shall be done in consultation/guidance of the client to ensure that the updated works documentation all remain within the overall project budget.
- b. Secure the approval of the Copenhagen Municipal Council for the renovation works and any required renovation permits.
- c. Submit a copy of all relevant City Authority approvals and permits to the Client.

The application fees for Local Authority approvals and building permits, and payments where applicable, will be met by the Client.

7.2 Phase 2: Supervision of Renovation Works

7.2.1 Handover of site and commencement of works

The Consultant shall:

- a. Prepare relevant instructions and documents to give the Contractor possession of the site and to authorize commencement of renovation works, all for the approval of the Client before issuance;
- b. Coordinate and assist the Client in organizing and conducting a ceremony to handover/give possession of the site to the Contractor.

7.2.2 Project management role of the Consultant

The Consultant shall within his establishment designate a suitably qualified person to perform the role of a Project Manager (PM), as defined in the conditions of contract for smaller works who shall be responsible for management and overall administration of the contract. Among the duties to be performed will be:

- a. Acting as the Client's representative on project matters and determining and implementing the exact needs of the Client, based on the agreed project brief.
- b. Managing project activities throughout its lifecycle, including the allocation of adequate resources, scheduling, documentation, budget, and other factors necessary for the successful implementation of the project.

- c. Ensuring that all contractual issues are resolved and dealt with in a timely manner.
- d. Submitting monthly progress reports to the Client and coordinate contract activities
- e. Arranging for regular site inspections.
- f. Organizing and managing site meetings or other contract management meetings, to be held at least once every four weeks. Prepare minutes of the meetings and circulate promptly to reach all concerned parties, including the Client within seven days of each meeting.
- g. Project scheduling, procuring workforce, required information, various agreements and material or technology needed to accomplish project objectives and contract administration including managing cost, time, scope and quality.
- h. Interfacing with the Client's representatives and all other parties involved in the implementation of the project.

7.2.3 Tasks to be performed by the Consultant

The detailed tasks the Consultant shall undertake include:

- a. Full-time administration of the renovation works contract and coordination of all other Consultants involved in the project;
- b. Supervision of the renovation works to ensure scope, quality, time and cost control (full budget, scheduling, and quality control services) and that, generally, the works progress according to the contract.
- c. Responsibilities and tasks not limited to those listed hereunder:
 - i. Briefing the Contractor and arranging for them to take possession of the site and examining their work plans and programs;
 - ii. Advising on the need for special inspection, testing, and commissioning;
 - iii. Conducting bi-weekly site visits to check on progress of the works for the duration of the project;
 - iv. Calling and chairing of site meetings and circulating records of the minutes of such meetings not later than 7 days from date of meeting;
 - v. Preparing any variations to the contract and the related cost estimates, advising the Client on the implications of the variations and seeking all necessary approvals before implementation of the variation;
 - vi. Inspection of the completed works at practical completion, recording and notifying defects to be rectified;
 - vii. Managing take-over procedures
 - viii. Ensuring that defects are corrected before final completion of the buildings and installations;
 - ix. Ensuring that "as-built" drawings, maintenance and operational manuals/notes are prepared and handed over by the Contractor;
 - x. Securing fitness certificates for electro-mechanical installations/ equipment, including power supply, water supply and drainage, fire-fighting, prevention and protection, and occupation permit from the local authorities and statutory agencies upon completion of the works;
 - xi. Preparing valuations of executed work to ascertain the actual works done on a monthly basis; and
 - xii. Preparing project final account and advising the Client on any other matter of relevance to the successful completion of the project.

7.2.4 Other Monitoring/Supervisory Tasks

The main monitoring and supervisory activities to be carried out will include but not limited to the following:

- a. Monitoring the progress of the renovation works according to the work plan included in the construction plan; in cases of delays in the construction, the Consultant shall promptly inform the Client and shall propose corrective measures;
- b. Preparation of regular progress reports to the Client, containing variations, schedules of equipment, materials, labour on site, any impediments to the progress of the works and the value of the work executed on site;
- c. Reviewing proposals/packages from Construction Managers, tender packages for all trades and shop drawings submitted by the Contractor;
- d. Checking all the Bills of Quantities/Schedules prepared by the Contractor and claims raised for additional payments to which the Contractor may be entitled to in conformity with the provisions of the contract (such as cases of force majeure);
- e. Providing construction design details and seeking approvals for any changes to the plans that may arise before they are implemented;
- f. Considering all variations to the works, and coordinating proposals in conjunction with the Client's representative;
- g. Calling of site meetings, taking minutes of the meetings, and distributing the minutes not later than seven days from date of meeting;
- h. Coordinating the production of project information manuals and a set of record of drawings showing the building and the main lines of drainage including the provision of services installation drawings;
- i. Assisting the Client in settling any dispute or differences relating to the works which may arise between the Client and the Contractor, provided that such assistance shall not relate to the detailed examination of a financial claim or advising the Client following the taking of any step in or towards litigation or arbitration.

7.2.5 Occupational Health and Safety on Site

The Consultant shall:

- a. Ensure that the Contractor and any domestic or nominated sub-contractors engaged on the project; or visitors to the site adhere to work safety practices, health and welfare laws and regulations.
- b. Ensure that appropriate safety measures are provided on site including provision of safety helmets, boots, gloves, goggles, guard rails, safety equipment, site signage and first aid equipment, as applicable;
- c. Ensure provision of appropriate sanitary provisions and rest rooms for the various categories of people on site, including the Client's representatives.

7.2.6 Environment management

The Consultant shall ensure that the Contractor and any domestic or nominated sub-contractors engaged on the project comply with the environmental requirements pertaining to the City of Copenhagen .

7.2.7 Time Control

The Consultant shall:

- a. Ensure that the contract is carried out within the agreed time frame;
- b. Ensure that contract provisions are strictly adhered to and that time extension is avoided. Where extension is inevitable, the Client's prior written approval shall be sought.

7.2.8 Quality Control

The Consultant shall:

- a. Ensure that the renovations works are executed in compliance with the drawings;
- b. Ensure that materials and workmanship in the works conform to the technical specifications;
- c. Obtain and issue Client's approval for samples of materials, goods, components and workmanship that require prior approval before purchase or installation;
- d. Ensure that approved samples of materials, goods, components and workmanship are kept at site at all times to be available for comparison with completed works;
- e. Approve work stages that require specific approvals before the works can proceed;
- f. Monitor and issue instructions for sampling and testing of materials, goods and components. The Consultant shall review test results and advise the Client on their suitability and compliance with the specifications.

7.2.9 Cost Control

The Consultant shall:

- a. Establish a cost plan for the renovation works, based on the unit costs for individual work elements in the measurement works contract and the project budget.
- b. Track all project costs and periodically check and ensure that running elemental and grand total costs are within the limits of the cost plan and the project budget.
- c. Prepare and submit to the Client a monthly cost appraisal report containing (a) and (b) above and advise the Client in time on the need to procure extra budget funding in case need arises.

7.2.10 Cash Flow and Financial Appraisal Reports

The Consultant shall:

- a. Prepare charts to show the anticipated cash flow to the end of the contract period. The cash flow diagrams and tables shall be based on the Contractor's programmed, actual and projected progress to assist the Client plan timely disbursement of funds for payments to be made to the Contractor during the construction period;
- b. Up-date the cash flow chart monthly and quarterly, to show the comparison between projected and actual expenditure;
- c. Prepare and submit to the Client a quarterly financial appraisal report and financial projection showing the quarterly anticipated expenditure in advance of each quarter, including up-to-date pricing of all variations, instructions, re-measurements, payments to-date and cash flow projections.

7.2.11 Payments to the Contractor

The Consultant shall:

- a. Prepare formats for statements by the Contractor, valuations and certificates and other related documents, all to be approved by the Client prior to their adoption and use by the Consultant;

- b. Certify works executed by the Contractor for payment, which payments shall be approved and made by the Client.

7.2.12 Instructions

- a) The Consultant shall from time to time and within the provisions of the renovation works contract issue instructions to the Contractor related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract.
- b) The Consultant shall also assess and issue instructions related to possible claims for extensions of time, which may be due to the Contractor in accordance with the contract.

7.2.13 Scope Management and Variations

- a. The Consultant shall ensure that the tasks to be performed by all parties and the associated timelines are well laid out right from commencement of the project.
- b. The Consultant shall ensure that the design for the renovation works is comprehensive and that adequate construction details are availed to the Contractor to avoid scope creep.
- c. Where the Consultant needs to issue instructions related to change orders or variations which increase the scope of works and/or value of the contract, the Consultant shall verify their accuracy and obtain the Client's prior approval.
- d. Where the issue of an instruction is related to the safety of the work, installations, Contractor's staff or any other emergency, the Consultant shall issue the instruction, and notify the Client at the earliest opportunity providing full details to substantiate the issue of the instruction.

7.2.14 Risk Management

The Consultant shall ensure that an assessment of risks on the project is carried out, a risk management plan put in place and implemented.

7.2.15 Provisional and Prime Cost Sums

The Consultant shall obtain the Client's prior approval before issuing instructions for expenditure against Provisional and Prime Cost Sums included in the Bills of Quantities, including the expenditure of contingency sums.

7.2.16 Progress Photographs and Progress Reports

The Consultant shall prepare and submit to the Client a monthly progress report incorporating progress photographs and an up-dated works schedule within the first week of each month during the construction period.

7.2.17 Completion of Construction and Take-over by Client

The Consultant shall:

- i. Coordinate the final inspection of the renovation works at practical completion, record and notify the Contractor defects to be rectified;
- ii. At the practical (substantial) completion date, arrange and oversee the testing of the works and installations, issue operating and maintenance manuals to the Client, and provide in-use training to the Client's designated personnel, all before take-over of the building;

- iii. Ensure certificates of fitness for building services and security installations are obtained from relevant agencies;
- iv. Issue as built drawings to the Client;
- v. Obtain a Certificate of Occupation (Occupation Permit) from the Local Authority and hand over the Client;
- vi. Prepare the Take-Over Certificate for the completed works and arrange for the site to be handed over to the Client within 7 (seven) days (or other appropriate number of days) from the completion date.
- vii. Coordinate and oversee the take-over by the Client.
- viii. Ensure that the Client obtains the necessary documents and skills-transfer for managing and operating the premises during the maintenance period and thereafter when the premises are fully in use.

3. **Phase 3: Post-Construction**

7.3.1 **Rectification of Defects**

The Consultant shall:

- a. Carry out a detailed inspection of any defects identified during and at the end of the defects liability period and instruct the Contractor to carry out remedial action
- b. Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the building and facilities therein.
- c. Arrange follow-up meetings to confirm that remedial work has been fully completed.

7.3.2 **Completion Certificates**

The Consultant shall prepare and issue Completion Certificates, Defects Correction Certificate upon the Contractor successful remedying the defects, and Final Payment Certificate in accordance with the works contract and to signify full completion of the works.

3. **Final Account**

The Consultant shall prepare two separate final accounts for the Client's approval as follows:-

- i. The final account soon after issue of the defects correction certificate and issued to all parties for agreement;
- ii. The project final report, acceptance whereof will signify the end of the Consultant's assignment on the consultancy contract.

4. **Project Closure Activities**

In addition to the specific responsibilities set out in the above two Sections, the Consultant shall manage contract closure activities as follows:

- a. Establish and agree with the Client and document the criteria to be used for confirming completion of the contracts (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested and operating, document manuals submitted, etc).
- b. Document and agree with the Client the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.

- c. Identify the Client representatives to sign the project completion report, confirm the persons responsible for each step of the acceptance process, the post-contract support required and the persons responsible.
- d. Assist the Client in convening and holding a contracts close-out meeting attended by stakeholders, end-users and Contractor at which the completion report is among other items to be approved and signed off.
- e. Carry out a post-contract evaluation of the works, achievements, the processes undertaken and the management of the contract and prepare and submit a final report.
- f. Assist the Client to organize and host a contract closure event to mark the successful completion of the contract.

STAFFING

8. The Consultant's Staffing

8.1 The Consultant shall organize his resources as deemed appropriate. The Consultant shall, as a minimum, be expected to consist of a team of the following nine (9) suitably qualified and experienced personnel who will be evaluated as key personnel:

1. Project Architect/Team Leader
2. Interior Designer/Landscape Architect
3. Structural Engineer
4. Mechanical Engineer
5. Electrical Engineer/Energy Advisor
6. Quantity Surveyor/Cost Consultant
7. Information & Communications Technology (ICT) and Security Advisor/Consultant
8. Health and Safety Officer
9. Site Manager/Clerk of Works

8.2 The Consultant may propose additional staff to cover specific tasks not listed above, if necessary. The Financial Proposal shall cover the remuneration of all the staff proposed and all costs associated with the assignment.

9. Minimum required experience of proposed staff

The minimum required qualifications and experience for the key staff mentioned in Para. 8 above is in Table 1 below:

Item	Position	Number of years of professional experience	Specific experience
1.	Project Architect/ Team Leader	10	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in architecture or equivalent qualification • Should have a valid professional practicing license • Should have at least 10 years' experience in leading multi-

			<p>disciplinary teams and implementation of projects of similar nature;</p> <ul style="list-style-type: none"> • Should be familiar with the City Authority requirements.
2.	Interior Designer/ Landscape Architect	5	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in architecture or equivalent qualification • Should have at least 5 years' general experience with at least 3 years' specific experience in interior design, landscape design and project implementation and supervision of similar building projects.
3.	Structural Engineer	8	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in civil/structural engineering or equivalent qualification; • Should have a valid professional practicing license • Should have at least 8 years' general experience in design and supervision of multi-storeyed buildings with at least 5 years' specific experience on projects of similar nature.
4.	Mechanical Engineer	8	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in the relevant engineering field (mechanical or building services engineering) • Should have a valid professional practicing license • Should have at least 8 years' general experience with at least 5 years' specific experience in design and supervision of buildings services, heating, ventilation & air-conditioning (HVAC)) and elevators of similar nature; • Should be familiar with governing installation codes, practices and regulations.
5.	Electrical Engineer/Energy Advisor	8	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in the relevant engineering field (electrical, power or

			<p>building services engineering)</p> <ul style="list-style-type: none"> • Should have a valid professional practicing license • Should have at least 8 years' general experience with at least 5 years' specific experience in design and supervision of electrical installations of similar nature; • Should be familiar with governing installation codes, practices and regulations.
6.	Quantity Surveyor/Cost Consultant	5	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in project management or building economics or quantity surveying or equivalent qualification • Should have a valid professional practicing license • Should have at least 5 years' experience in handling a full range of project management services covering planning, design and implementation of building and infrastructure projects • Should have knowledge of the procurement procedures and regulations applicable in the region
7.	Information & Communications Technology (ICT) and Security Advisor/Consultant	5	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree qualification or equivalent in Communications Engineering or IT systems or equivalent qualification • Should have a valid practicing certificate • Should have at least 5 years' experience in design and supervision of communications installations (telephones, IT networks and systems) as well as security installations in buildings
8.	Health and Safety Officer	5	<ul style="list-style-type: none"> • Should have a minimum of a bachelor's degree in civil/structural engineering or public health engineering or equivalent qualification with a post-graduate training in occupational health and safety

			<ul style="list-style-type: none"> • Should have a valid practicing license as a Health and Safety Practitioner • Should have at least 5 years' specific experience on projects of similar nature.
9.	Site Manager/Clerk of Works	10	<ul style="list-style-type: none"> • Should have a minimum of a higher technical diploma or equivalent in architecture, building construction or civil engineering, with at least 10 years' experience in supervision of a project of similar nature and complexity

In addition to the above personnel, the Specialist Sub-consultants if proposed by the Consultant, should each have the relevant academic qualifications, professional recognition and practical experience of at least three years.

IMPLEMENTATION TIME FRAME AND SCHEDULE

10. Time Frame

- a. The overall duration for the Consultant's assignment spreads over an estimated period of **30 months**, with different levels of involvement of the Consultant. The Consultant should study the implementation schedule presented in Table 2 below, which is for guidance and planning purposes only, and propose a realistic estimation of the timelines and detailed activities in his proposal.
- b. Where the Client is required to approve submissions, documents and reports, the Consultant or other parties expecting responses will generally receive the response within the periods stipulated in the implementation schedule. In the event that any of the stipulated periods is not likely to be achieved for whatever reason, the Consultant and other parties shall be advised promptly.

11. Implementation Schedule

The breakdown of the estimated time frame and implementation schedule is set out in Table 2 below.

Item	Description	Months
1.	Design and Documentation*	
a)	Inception	¾
b)	Detailed Design Development and Preparation of Updated Construction Drawings & Documentation (<i>including Contractor's Mobilisation</i>)	2 ¼
c)	City Approvals and Renovation permit	2
2.	Contract Administration and Supervision of Renovation Works	12 ½
3.	Post-Contract Administration	
a)	Defects Liability Period	12

b)	Project closure activities and final acceptance procedures	1/2
	Total	30

**This includes the processing of required City Authority approvals and renovation permits.*

DATA, SERVICES TO BE PROVIDED BY CLIENT

12. Data, Local Services, Personnel and Facilities

12.1 The Client will provide the following services to the Consultant:

- a) Liaison and assistance to obtain any relevant information and documents required from other agencies accessible to the Embassy which is essential for the proper conduct of the Consultant's assignment
- b) Assistance to obtain work permits for staff of the Consultant. (If foreign staff is involved)

12.2 The Client will not have support or counterpart personnel assigned to work with or under the supervision of the Consultant and the Consultant should therefore provide for all staffing required to undertake the assignment.

12.3 The Client will not provide the following facilities and the Consultant must therefore make their own arrangements to provide them for the assignment:

- a) Vehicles for use by the Consultant in the course of the assignment.
- b) Office space and accommodation for the Consultant's staff
- c) Survey equipment.
- d) Information technology equipment and systems.

REPORTING REQUIREMENTS AND SCHEDULE OF DELIVERABLES

13. Meetings of the Consultant and Client

The Consultant and the Client shall agree on the dates for regular meetings to be held in designated locations during the consultancy assignment.

14. Contract management/site meetings and inspections

The Consultant shall:

- a. Keep the Client regularly informed of the progress of the project and any problems encountered.
- b. Ensure that the work is executed in accordance with the contract documents and will be available to guide the Contractor and answer any queries that may arise
- c. Regularly inspect the works at intervals not exceeding 2 weeks and hold site meetings/inspections monthly and will address the following aspects among others:-

- i. Work progress.
- ii. Work programme.
- iii. Co-ordination with public utilities.
- iv. Materials on site and those ordered.
- v. Problems encountered.
- vi. Site safety.
- vii. Financial progress report.

- d. Send out notices for site meetings, record and distribute minutes in good time to allow required action to be taken timely.
- e. In addition to the bi-weekly and monthly site meetings/inspections, the Supervision Engineer will inspect the works on a daily basis and submit weekly reports.
- f. Make monthly progress reports to the Client. The reports will take into account the general performance of the Contractor, cost updates, work progress/ programme, payment status, expenditure for provisional and prime cost sums and any contractual problems.

15. Meetings of the Consultant and Stakeholders or End-users.

The Consultant shall arrange for and convene consultative meetings with stakeholders and end-users, details of which shall be agreed upon with the Client during contract negotiations. The Consultant should make provision for such meetings in the proposal.

16. Particular requirements for reporting and approvals.

16.1 Form and language reports.

- i. The Consultant shall submit reports written in the English language, in addition to drawings and other pertinent technical illustrations, to the Embassy during and at the end of each stage/phase.
- ii. The Consultant shall take into account all comments received from concerned parties and modify or cause to be modified, the reports, drawings and documents accordingly.
- iii. All data shall be in units of metric system and all prices shall be quoted in Euros.
- iv. The general paper format of presentation of reports shall be size A4 (210 x 297mm) and A3 in case of illustrations and drawings; with A4 multiples folded to that size where applicable.
- v. The Consultant shall bear the cost of printing and reproduction of all reports and documents under this assignment, unless otherwise stated.

16.2 Soft copies of reports to be submitted.

A soft copy of each report, document and drawings shall be submitted in a readable format together with the hard copy of the report.

16.3 Failure to comply with reporting schedule.

Reports and documents to be submitted by the Consultant shall comply with the implementation schedule in Table 2 above. Failure on part of the Consultant to meet submission deadlines without justification will attract a penalty, which will be agreed upon during contract negotiations and inserted into the consultancy contract.

16.4 Procedure for approvals by the Client.

- a) "Client" in these terms of reference means the Embassy of the Republic of Uganda in Copenhagen.
- b) Reports and documents to be submitted by the Consultant shall be addressed to the Accounting Officer, Embassy of the Republic of Uganda, Copenhagen and copied to The Chairman, Contract Management Team (CMT) whose details shall be communicated to the successful Consultant. The CMT shall perform the role conferred upon it by Regulations 51 to 56 of the PPDA (Contracts) Regulations, 2014 of Uganda.

- c) Where it is indicated that the Client shall give approval, it means that the Accounting Officer, Embassy of the Republic of Uganda, Copenhagen or his/her designated representative shall obtain and issue notice of the approval on behalf of the Embassy.
- d) The Client shall reserve the right to subject the submissions of the Consultant and Contractor to the required internal approvals of the Embassy and approval of Government of Uganda or other statutory agencies.

16.5 Cost of making changes to reports and documents.

In the event that the Consultant's reports or designs and documents are found unacceptable at any stage of the project, the Consultant shall resubmit revised reports or documents at no additional cost. Any revisions required by the Client following submissions for approval shall be completed by the Consultant within the lump sum cost for consultancy fees and expenses.

17. Content, number of copies and distribution of reports.

17.1 The Consultant shall generally submit:

- a. **Reports on the progress** of the project for various stages mentioned in the terms of reference.
- b. **Design reports** covering cost analysis, assessment of impact of the development on the environment, economy, society and politics in the neighbourhood.
- c. **Monthly progress reports** indicating progress of the project as measured against the Contractor's work program as well as the reports on quality control of the construction.
- d. **Periodic financial reports** to the Client including the effect of any variations on construction costs.
- e. **Day to day architectural/engineering construction and installation details.** Where the Contractor submits shop drawings these shall be checked for safety, accuracy, conformity to specifications and to ensure the works are within the project budget before approval for implementation.

17.2 The Consultant shall submit three (3) copies of the required reports and documents for review, comments and approval by the Client.

18. Payment Schedule

18.1 The proposed payment schedule is as follows:

- a. Retainer fee of 10% of the Contract Price upon signing of the contract and submission of a valid professional indemnity policy;
- b. 10% of the Contract Price upon completion of the Inception Stage and submission of an acceptable **Inception Report** containing a Condition Assessment and As-built Digitised Drawings and proposals for changes to the renovation scheme and/or minor modifications to the existing building (if necessary);
- c. 20% of the Contract Price upon completion of the Design Development Stage and submission of an acceptable **Design Report**, Updated Construction Drawings, Updated Bills of Quantities, Technical Specifications, Costed Change Orders or Variations and Updated Implementation Plan/Program;

- d. 10% of the Contract Price upon receipt of **City Authority approvals** and **renovation permits**;
- e. 40% of the Contract Price during the construction stage to be paid in quarterly installments for the duration of the works contract;
- f. 10% of the Contract Price during the Defects Liability Period to be paid in two installments as follows:
 - i. 5% at the commencement of the Defects Liability period
 - ii. 5% at the end of the Defects Liability Period and submission of project closure documents including a Final Account and **Final Completion Report**

18.2 The Consultant will be expected to submit the deliverables indicated in Table 2 of Section11 above and comply with the timelines stated.

Section 5: General Conditions of Contract

for the Procurement of Consultancy Services

A General Provisions

1. Definitions

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

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

- a. “Contract” means the Agreement entered into between the Parties and includes the Contract Documents.
- b. “Contract Documents” means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
- c. “Contract Price” means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services as per scope of services identified in the bidding document.
- d. “Day” means working day. “Month” means calendar month.
- e. “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- f. “Foreign Currency” means any currency other than Uganda Shillings.
- g. “GCC” means the General Conditions of Contract.
- h. “Local Currency” means Uganda Shillings.
- i. “Lump sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.
- j. “Member,” where the Provider consists of a joint venture 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 Providers’ rights and obligations towards the Procuring and Disposing Entity under the Contract and named in the SCC.
- k. “Party” means the Procuring and Disposing Entity or the Provider, as the case may be, and “Parties” means both of them.
- l. “Personnel” means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so engaged had their domicile outside Copenhagen; “Local Personnel” means such persons who at the time of being so engaged had their domicile inside Copenhagen; and “Key Personnel” means those Personnel that are regarded by the Provider as essential to the successful completion of the Services and related tasks.
- m. “Procuring and Disposing Entity” means the entity purchasing the Services, as specified in the Agreement.
- n. “Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring and Disposing

Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.

- o. “SCC” means the Special Conditions of Contract.
- p. “Services” means the professional or specialised Services to be performed by the Provider as described in the contract and shall include consultancy Services.
- q. “Sub consultant” 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 Provider.
- r. “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.

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

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

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

2. Corrupt Practices

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

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring and Disposing Entity of the benefits of free and open competition;
- b) Will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government funded Contract.

In pursuit of the policy defined in GCC Clause 2.1, the Procuring and Disposing Entity may terminate a Contract in accordance with GCC Clause 15 if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring and Disposing Entity or of a Provider, during the procurement or the execution of that contract.

3. Confidential Information

The Procuring and Disposing Entity and the Provider 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 Provider may furnish

to its Subcontractor such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Provider under the Contract.

The Procuring and Disposing Entity shall not use such documents, data, and other information received from the Provider for any purposes unrelated to the contract. Similarly, the Provider shall not use such documents, data, and other information received from the Procuring and Disposing Entity for any purpose other than the design, procurement, or other work and Services required for the performance of the Contract.

The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:

- (a) The Procuring and Disposing Entity or Provider 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.

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.

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

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

- (a) Agreement,
- (b) Any Letter of Bid Acceptance,
- (c) Provider's Bid as amended by clarifications,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Statement of Requirements,
- (g) Any other document listed in the SCC as forming part of the Contract.

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

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.

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.

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

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

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

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

The Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7. Notices

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.

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

8. Commencement of Services

The Provider shall commence the Services within the time period specified in the SCC, after the date of the Letter of Bid Acceptance or the date of the Agreement whichever is the earlier.

If the Services have not commenced in accordance with GCC Sub-Clause 8.1 either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9. Assignment

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

10. Subcontracting

The Provider shall request approval in writing from the Procuring and Disposing Entity for all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider of any of its obligations, duties, responsibilities or liability under the Contract.

Subcontracts shall comply with the provisions of GCC Clauses 2 and 34.

11. Contract Amendments

The Procuring and Disposing Entity may at any time request the Provider through notice in accordance with GCC Clause 7, to make changes to the Contract by agreement to an Amendment of Contract.

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

Prices to be charged by the Provider 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.

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

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the 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 Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contracts amendment or a price adjustment in accordance with GCC Clause 31.

13. Force Majeure

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.

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.

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.

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.

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.

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

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

14. Suspension of Assignment

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

- (a) Specify the nature of the failure; and
- a. Request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

15. Termination

The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 15.1 (a) to (g), terminate the Contract if:

- (a) The Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 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 Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a renovation or amalgamation;
- (c) The Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
- (d) The Provider submits to the Procuring and Disposing Entity a statement which has a

material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;

- (e) The Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
- (f) The Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
- (g) The Provider, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Provider may, by not less than thirty days written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 15.2 (a) to (d) terminate the Contract if:

- (a) The Procuring and Disposing Entity fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Sub-Clause 26.1 within thirty days.

after receiving written notice from the Provider that such payment is overdue;

- (b) The Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Provider's notice specifying such breach;
- (c) The Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
- (d) The Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 19 hereof.

If either Party disputes whether an event specified GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to arbitral pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

16. Cessation of Rights and Obligations or Services

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 Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
- (c) Any right, which a Party may have under the Governing Laws.

Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 7, the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Provider and equipment and materials furnished by the Procuring and Disposing Entity, the Provider shall proceed as provided, by GCC Clause 43.

17. Settlement of Disputes

The Procuring and Disposing Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof. **Not Applicable**

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

19. Provision of Information and Assistance

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

The Provider may request the assistance of the Procuring and Disposing Entity to obtain copies of laws, regulations, and information on local customs, orders or bylaws of Uganda, which may affect the Provider in the performance of its obligations under the contract. The Procuring and Disposing Entity may charge the Provider for such assistance.

Subject to the provisions of the laws and regulations on foreign labour in Uganda, the Procuring and Disposing Entity shall make every effort to facilitate the Provider in obtaining all required visas and permits, including work and residence permits, for the personnel whose services the Provider and the Procuring and Disposing Entity consider necessary as well as residence permits for their families.

The Procuring and Disposing Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.

The Procuring and Disposing Entity 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 Provider 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 Provider, Sub-contractors and Personnel any such other assistance as may be specified in the SCC.

The Procuring and Disposing Entity shall make available to the Provider 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 Requirement.

20. Provision of Counterpart Staff

If so provided in the SCC, the Procuring and Disposing Entity shall make available to the Provider, as and when provided in the Contract, and free of charge, such counterpart Personnel to be selected by the Procuring and Disposing Entity, with the Provider's advice, as shall be specified in the Contract. Counterpart Personnel shall work under the exclusive direction of the Provider. If any member of the counterpart Personnel fail to perform adequately any work assigned to such member by the Provider, which is consistent with the position occupied by such member, the Provider may request the replacement of such member, and the Procuring and Disposing Entity shall not unreasonably refuse to act upon such request.

If counterpart Personnel are not provided by the Procuring and Disposing Entity to the Provider where specified in the Contract, the Procuring and Disposing Entity and the Provider 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 Procuring and Disposing Entity to the Provider as a result thereof.

20.3 Counterpart personnel are not liable for the poor performance of the service provider.

D Payment

21. Contract Price and Currency

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.

Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.

The Contract Price may only be changed as provided for in GCC Clause 11.

22. General Payment Procedure

The provisions of this Clause apply to all contracts subject to these GCC. Additional provisions at GCC Clause 29 or 30 shall apply as follows:

- (a) The provisions of GCC Clause 29, Option 1 shall apply to Lump Sum contracts;
- (b) The provisions of GCC Clause 30, Option 2 shall apply to Time Based contracts.

The type of contract applicable is stated in the SCC.

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

23. Invoice Procedure

The Procuring and Disposing Entity shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. The Procuring and Disposing Entity shall certify or reject such requests for payment within five days from receipt.

Where such payment requests are rejected, the Procuring and Disposing Entity shall promptly advise the Provider of the reasons for rejection.

The Procuring and Disposing Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring and Disposing Entity shall notify the Provider within ten

working days of receipt of invoice and request for a reconciled invoice. This should include notification to the Consultant of the dispute within a given period and the need for the Consultant to reconcile the disputed claim.

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.

Unless otherwise stated in the SCC, where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. **Addressed in the SCC**

Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring and Disposing Entity from future payments due to the Provider under the contract. **Not Applicable**

If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider. **Not Applicable**

26. Payment Terms

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

27. Final Statement and Payment

A final payment shall be made against submission by the Provider of a final statement, identified as such and approved by the Procuring and Disposing Entity. The final statement shall be deemed approved by the Procuring and Disposing Entity ninety working days after receipt by the Procuring and Disposing Entity unless the Procuring and Disposing Entity, within this period, gives written notice to the Provider specifying in detail deficiencies in the Services, the deliverables or the final statement.

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

Upon termination of the Contract pursuant to GCC Clauses 15, the Procuring and Disposing Entity shall make the following payments to the Provider:

- (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 15.2(b) 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.

28. Accounts

All payments under the Contract shall be made to the accounts of the Provider specified in the Invoice.

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

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 Provider in carrying out the Services described in the Contract.

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

Fees for the Personnel shall be claimed in accordance with the documentary requirement stated in GC Clause 24.

Reimbursable expenditures shall include costs actually and reasonably incurred by the Provider in the performance of the Services as specified in the Contract.

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

The Provider's total remuneration shall not exceed the Contract Price stated in the Agreement. **To be retained since this is a lump sum contract.**

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

Fees for the Personnel shall be claimed in accordance with the documentary requirement stated in GC Clause 24.

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.

Reimbursable expenditures shall include costs actually and reasonably incurred by the Provider in the performance of the Services and are specified in the Contract.

31. Price Adjustments

Prices charged by the Provider 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.

32. Taxes and Duties

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

32.3 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 bid submission in Copenhagen (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall

be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

E Obligations of the Provider

33. Obligations of the Provider

1. The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
2. The Provider shall submit to the Procuring and Disposing Entity the reports and other deliverables, specified in the Contract.

The Provider shall respect and abide by all laws and regulations in force and shall ensure that its personnel, and its local employees also respect and abide by all such laws and regulations. The Provider shall indemnify the Procuring and Disposing Entity against any claims and proceedings arising from any infringement by the Provider, its employees and their dependants of such laws and regulations.

The Provider shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.

The Provider shall obtain the Procuring and Disposing Entity'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 Provider 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.

34. Eligibility

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

The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries.

35. Joint Venture, Consortium or Association

Unless otherwise specified in the SCC, if the Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring and Disposing Entity for the fulfilment of the provisions of the Contract. The joint venture, consortium, or association shall designate one party to act as the Member in Charge with authority to bind the joint venture, consortium, or association and to act on their behalf in exercising all the Provider's rights and obligations towards the Procuring and Disposing Entity under the Contract, including without limitation the receiving of instructions and payments from the Procuring and Disposing Entity.

The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring and Disposing Entity. Any alteration of the composition of the joint venture, consortium or association without the prior written consent of

the Procuring and Disposing Entity shall be considered to be a breach of contract.

36. Code of Conduct

The Provider shall at all times act loyally and impartially and as a faithful adviser to the Procuring and Disposing Entity 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 approval of the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

For the period of execution of the contract, the Provider and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in Uganda.

37. Conflict of Interests

The Provider shall refrain from any relationship which would compromise its independence or that of its Personnel. If the Provider fails to maintain such independence the Procuring and Disposing Entity may terminate the contract in accordance with the provision contained in the GCC Clause 15.

The Provider 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.

The Provider 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 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.

The payments to the Provider 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.

The Provider 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 Procuring and Disposing Entity.

38. Indemnification

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

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

- (a) The Provider is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;
- (b) The ceiling on the Provider's professional liability shall be limited to an amount equal to the contract value,
- (c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

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

The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) The Procuring and Disposing Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or
- b) The improper execution of the Provider's instructions by agents, employees or independent contractors of the Procuring and Disposing Entity.

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

39. Insurance to be Taken Out by the Provider

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

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

40. Accounting, Inspection and Auditing

The Provider shall keep accurate and systematic records in respect of the Services hereunder, in accordance with prevailing industry standards and in such form and detail as will clearly identify all relevant time charges and costs.

F Performance of the Services

41. Scope of Services

The Services to be provided is as detailed in the Terms of Reference attached and the accepted proposal submitted.

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 Procuring and Disposing Entity may approve.

42. Specifications and Designs

The Consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Procuring and Disposing Entity and taking into account the latest design criteria.

The Consultant shall ensure that prepare 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.

43. Property of Deliverables

All reports and data such as maps, diagrams, drawings, plans, designs, specifications, calculations and electronic files for the Procuring and Disposing Entity under the Contract shall become and remain the absolute property of the Procuring and Disposing Entity. The Provider shall deliver all such documents to the Procuring and Disposing Entity on completion or termination of the Contract. The Provider 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.

Equipment and materials made available to the Provider, or purchased by the Provider with funds provided by the Procuring and Disposing Entity, shall be the property of the Procuring and Disposing Entity. Upon completion of the Contract, the Provider shall make available an inventory of such items and shall dispose of such equipment and materials in accordance with the Procuring and Disposing Entity's instructions. While in possession of such equipment and materials, the Provider shall ensure the items are insured at the expense of the Procuring and Disposing Entity in an amount equal to their full replacement value.

44. Extensions of Time

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

45. Performance Security – Not Applicable

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

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

The Performance Security shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC.

The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Provider not later than twenty-eight days following the date of completion of the Provider's performance obligations under the Contract.

46. Provider's Personnel

The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services.

The Consultant shall be responsible for the performance of the entire consulting team.

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 Provider's Key Personnel shall be listed in the Contract.

The Key Personnel and Sub-contractors listed by title/position and by name in the Contract are hereby approved by the Procuring and Disposing Entity. In respect of other Key Personnel, which the Provider proposes to use in the carrying out of the Services, the Provider shall submit to the Procuring and Disposing Entity for review and approval a copy of their biographical data. If the Procuring and Disposing Entity does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such qualifications and experience, such Key Personnel shall be deemed to have been approved by the Procuring and Disposing Entity.

The Provider may with the prior approval of the Procuring and Disposing Entity 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.

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 Procuring and Disposing Entity's written approval.

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 Procuring and Disposing Entity and the Provider, 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.

47. Working Hours of the Personnel

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. – Not Applicable

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 Provider'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 Provider who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

48. Replacement of Personnel

The Provider shall not make changes in the Personnel without the prior written approval of the Procuring and Disposing Entity. The Provider 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 Provider's control (e.g. resignation, etc.).

The Procuring and Disposing Entity 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.

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 Provider is unable to provide a replacement with equivalent qualifications and/or experience, the Procuring and Disposing Entity 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.

Additional costs incurred in the replacement of Personnel are the responsibility of the Provider. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the Procuring and Disposing Entity may ask the Provider 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 Procuring and Disposing Entity shall make no payment for the period associated with the Personnel's absence while the position is not filled.

49. Medical and Insurance arrangements – Not Applicable

For the period of execution of the contract, the Provider shall obtain medical insurance for its Personnel. The Procuring and Disposing Entity shall be under no liability in respect of the medical expenses of the Provider.

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: UE-CP-CONSULTANCY SERVICES 2019/20/002
GCC 1.2 (e)	All countries are eligible, unless as a matter of law or official regulation, the Government of Uganda and the Government of Copenhagen prohibit commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda and the Government of Copenhagen prohibit any import of Supplies from that country or any payments to persons or entities in that country.
GCC 1.2(j)	Member in Charge: The Member in Charge is: N/A
GCC 4.1(g)	Contract Documents: Other documents forming part of the contract are: <ul style="list-style-type: none"> • Terms of reference • Technical proposal • Financial proposal
GCC 4.4	Authorised Representatives: The Authorised Representatives are: for the Procuring and Disposing Entity: The Accounting Officer Embassy of the Republic of Uganda- Copenhagen, Denmark. for the Provider:
GCC 5.1	Law: The Contract shall be governed by the Laws of Copenhagen, Denmark.
GCC 6.1	Language: The language of the contract shall be English.
GCC 7.1	Notices: The addresses for Notices are: <u>For the Procuring and Disposing Entity:</u> Embassy of the Republic of Uganda Attention: The Head /Procurement and Disposal Unit, Embassy of the Republic of Uganda- Copenhagen, Denmark. Street Address: Plot 15, Sofievej Road Floor/Room number: Chancery Building Conference Room Town/City: Copenhagen P. O. Box No: 2900 Hellerup Country: Denmark

	<p>Telephone: (+45) 39620966 Facsimile number: (+45) 39610148 Email: info@ugandaembassy.dk</p> <p><u>For the Provider:</u> Street Address: Floor/Room number: Town/City: PO Box No: Country: Telephone: Facsimile number: Email:</p>
GCC 8.1	Commencement: The Period within which the Services may have commenced is: one week
GCC 17.2	Dispute settlement: The formal mechanism for dispute resolution shall be agreed upon by both parties during negotiations
GCC 18.1	Completion of the Services: The Period within which the Services shall have been completed following commencement of the Services is: As in the Terms of Reference
GCC 19.5(c)	Further Assistance: The Procuring and Disposing Entity shall provide the following further assistance: Letters of introduction and any relevant literature that it may deem possible to provide.
GCC 20.1	Counterpart Staff: Counter staff shall not be provided
GCC 21.2	Payment currencies: Payments shall be made in the currency or currencies of the contract price. Danish Krone
GCC 22.1	The Contract is a lump sum contract
GCC 24.1	<p>Documentation for Payment: The following documentation shall be required to support invoices requesting payments:</p> <ol style="list-style-type: none"> 1. Reports or Other deliverables 2. Evidence of Reimbursable
GCC 25.1	<p>Payment Schedule: The payment schedule shall be:</p> <ol style="list-style-type: none"> a. Retainer fee of 10% of the Contract Price upon signing of the contract and submission of a valid professional indemnity policy; b. 10% of the Contract Price upon completion of the Inception Stage and submission of an acceptable Inception Report containing a Condition Assessment and As-built Digitised Drawings and proposals for changes to the renovation scheme and/or minor modifications to the existing building (if necessary); c. 20% of the Contract Price upon completion of the Design Development

	<p>Stage and submission of an acceptable Design Report, Updated Construction Drawings, Updated Bills of Quantities, Technical Specifications, Costed Change Orders or Variations and Updated Implementation Plan/Program;</p> <p>d. 10% of the Contract Price upon receipt of City Authority approvals and renovation permits;</p> <p>e. 40% of the Contract Price during the construction stage to be paid in quarterly instalments for the duration of the works contract;</p> <p>f. 10% of the Contract Price during the Defects Liability Period to be paid in two instalments as follows:</p> <p>1.5% at the commencement of the Defects Liability period</p> <p>1. 5% at the end of the Defects Liability Period and submission of project closure documents including a Final Account and Final Completion Report</p>
GCC 25.2	<p>Advance Payment Guarantee: Not Applicable</p> <p>An Advance Payment Guarantee is not required.</p> <p>The period of validity of the Advance payment Guarantee shall be: N/A</p>
GCC 26.1	<p>Payment Period: Payment shall be made by the Procuring and Disposing Entity within 30 days of receipt of the invoice and the relevant documents specified in Clause 24.1 or 25.1, and within 60 days in the case of the final payment.</p>
GCC 31.1	<p>Price variation: The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.</p>
GCC 32.1	<p>Taxes and duties: The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities:</p>
GCC 33.5(c)	<p>The Procuring and Disposing Entity's prior approval: The Procuring and Disposing Entity's prior approval is also required for: any changes to be made other than the terms and conditions in the contract.</p>
GCC 35.1	<p>Joint Venture requirements: The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.</p>
GCC 37.3(b)	<p>Additional activities prohibited: The following activities are prohibited: During the term of the Contract, any business or professional activities in Copenhagen which would conflict with the activities assigned to them under the Contract.</p>
GCC 38.3	<p>Total Liability: The total liability under the Contract shall be the total contract value.</p>
GCC 39.1	<p>Insurance taken out by Provider: The risks and coverage shall be :</p> <p>i) Third party motor vehicle.</p> <p>ii) Third party liability</p> <p>ii) Employer s liability and workers compensation</p> <p>iii) Professional liability (Indemnity)</p>

	iv) Loss or damage to equipment and property Other
GCC 43.1	Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows: The Provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring and Disposing Entity.
GCC 45.1	Performance Security: Not Applicable N/A
GCC 45.3	Form of Performance Security: The forms of acceptable performance security are: Not Applicable
GCC 47.2	Personnel entitlements: The Key Personnel shall be entitled to payment for: Not Applicable
GCC 48.1	The Defects Liability Period: The defects liability period shall be Twelve months.

Section 7: Agreement

Agreement

For Lump Sum Contracts

Procurement Reference No: **UE-CP-CONSULTANCY SERVICES 2019/20/002**

This Agreement is made the day of the month of,
between **The Government of the Republic of Uganda** represented by
**The Accounting Officer, Embassy of the Republic of Uganda, Plot 15 Sofievej Road,
Copenhagen, Denmark** (hereinafter called the “Procuring and Disposing Entity”) and
_____ of _____
(hereinafter called the “Provider”).

WHEREAS

- (a) The Procuring and Disposing Entity has requested the Provider to provide certain services (hereinafter called the “Services”) as defined herein this Contract;
- (b) the Provider having represented to the Procuring and Disposing Entity that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Procuring and Disposing Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Services in conformity with the provisions of the Contract.
3. The Procuring and Disposing Entity hereby covenants to pay the Provider in consideration of the provision of the Services, the Contract Price of **Danish Krone** _____ **Inclusive of Taxes** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for and on behalf of Government of the Republic of Uganda)

Name:

Position: **Accounting Officer, Embassy of the Republic of Uganda in Copenhagen**

Witness: Signed by _____

Name:

Position:

Signed by _____ (for . _____)

Name: _____ Position: _____

Witness: Signed by _____ (for _____)

Name: _____ Position: _____

Witness: Signed by _____

Name _____ Position: _____