



The Saudi Program for Drilling of Wells and Rural Development in Africa - Phase V

Republic of Uganda

Project No: P5/2021/ Republic of Uganda

Tender No: P5/2021/ Republic of Uganda /Consultant

Invitation to Tender For Consultancy Services

Construction of about (23) wells equipped with solar pumping systems and elevated tanks including extending of distribution network systems and public posts with taps.

Financed by a Grant from the Government of the Kingdom of Saudi Arabia through the Saudi Fund for Development (SFD)

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Section 1

Notice to Tenderer

PROJECT DATA SHEET

Project Name:

The Saudi Program for Drilling of Wells and Rural Development in Africa, Phase V – Uganda

Name of the Client:

Ministry of Water and Environment

Financer:

Saudi Fund for Development

Required Assignment:

Design Review, Prepare Tender Documents and Construction Supervision

Duration

24 months

Objectives and components of the Project :

The Project works include the Construction of about (23) wells equipped with mini solar pumping systems and elevated tanks including extending of distribution network systems and public posts with taps. For the Saudi Program for Drilling of Wells and Rural Development in Africa, phase V in Uganda.

The works include:

Drilling of (23 production boreholes).
Boreholes siting of (23 production boreholes).
Installation of (23) Mini solar powered water system.
Construction of (23) network water system.
Supply and installation of about (23) elevated tanks as per the detailed engineering designs.
Pipeline laying for the Transmission and Distribution network of approximately 4km with taps stands and household connections

Submission of Offers:

Kindly note the following:

The deadline of submission the tender documents is before **29 April 2025 at 14:00.**

All Saudi firms (or Joint Ventures with Saudi firms) who are interested in participating in the bidding competition for the above-mentioned project should submit their offer in sealed envelopes including the technical and financial offers (hard and soft copies), in person to:

**Office of the Deputy Chief Executive Officer
Main building, fourth (4) floor
Office No.427
Tel: (+966 11 2794495) (+966 11 279 4492)**

Note: The bidders who submitted the offers in person must sign the receipt sheet.

We hope that you send an email to confirm if you wish to compete and submit your technical and financial offers to be able to respond to any inquiries or observations for the companies which are willing to apply, to the following emails:

- yasser_mon@sfd.gov.sa
- aaljunaydil@sfd.gov.sa
- alwasel@sfd.gov.sa

Very important

Offers must be handed in person to The Operations Sector in The Saudi Fund for Development. P.O. Box 50483 Riyadh 11523 Kingdom of Saudi Arabia. in person to :

**Office of the Deputy Chief Executive Officer
Main building, fourth (4) floor
Office No.427
Tel: (+966 11 2794495) (+966 11 279 4492)**

Note: The bidders who submitted the offers in person must sign the receipt sheet.

Very important

The aforementioned sticker must be placed on the outer package and any package without the sticker will not be opened



العرض الفني والمالي
لتنفيذ أعمال مشروع

البرنامج السعودي
لحفر الآبار والتنمية
الريفية في أفريقيا
(جمهورية أوغندا)

يسلم مباشرة لمكتب نائب الرئيس التنفيذي
الصندوق السعودي للتنمية

الدور الرابع

مكتب رقم: ٤٢٧
تلفون: +٩٦٦١١٢٧٩٤٤٩٥
+٩٦٦١١٢٧٩٤٤٩٢

Technical and Financial
offer for
the implementation of The
Saudi Program for Well
Drilling and Rural
Development in Africa
Project (Republic of
Uganda)

Hands over directly to the Office of the Deputy
Chief Executive Officer

Main building, fourth (4) floor
Office No.427
Tel: (+966 11 2794495) (+966 11 279 4492)

Section- 1: Notice to Tenderer

NOTICE TO TENDERER

Invitation to tender is issued by The Saudi Fund for Development (SFD), under the Saudi Program for Drilling of Wells and Rural Development in Africa; Phase V, a Grant from the Government of the Kingdom of Saudi Arabia.

1) Preamble

The Government of the Kingdom of Saudi Arabia is desirous to assist and to strengthen the relations with the African Countries to cope with the needs of a healthy drinking water by means of implementing the Fifth Phase of the Saudi Program for Drilling of Wells and Rural Development in Africa.

The fifth phase of the program will be implemented under the supervision of the Saudi Fund for Development (SFD).

Republic of Uganda is entered in the program for the first time in this phase- phase V

2) Project Objectives

A fifth phase of "the Saudi Program for Drilling of Wells and Rural Development in Africa" is currently being implemented following the successful implementation of phases I, II, III and IV. The objectives of the entire program are as follow :

- Raise the living standard of the target rural population by long-term provision of a safe drinking water supply
- Improve the water supply situation in rural areas to benefit as many people as possible, and provide a basis for gradual development
- Provide hygienically safe drinking water
- Give preference to cost-effective solutions and installations easy to operate and maintain by the targeted groups
- Use high-quality and durable materials requiring a minimum of maintenance and repair for all constructions
- Help alleviate unemployment by giving preference to labor-intensive construction work

- Spread the goodwill of the Kingdom of Saudi Arabia through the generous donation to the peoples of Africa in their time of need

3) This Invitation to Tender is consist of the following parts:

Civil work mechanical work:

- Drilling of (23) boreholes.
 - Boreholes Siting (23 Production boreholes)
 - Installation of (23) solar pumps.
 - Supply and installation of about (23) elevated tanks as per the detailed engineering designs.
 - Supply and construction of distribution network system in about (23) villages including accessories, fountains and taps
- ❖ Scheduled for a period of maximum 24 months including the rainy season.
 - ❖ Tender is open only to invited tenderers.
 - ❖ Each tenderer must submit a separate offer.

4) This Invitation to Tender consists of the following documents. The documents are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Employer. In such an event the priority of the documents shall be as follows:

- a) This Notice to Tenderer
- b) Tender Conditions with Selection Criteria for Consultancy Services

5) For the execution of his tasks the Consulting Engineer shall assign expatriate and local personnel in appropriate quantities and qualifications. Details of the personnel assigned their qualifications and the duration of their activities in the framework of the execution of the tasks of the Consultancy Engineer shall be laid out in the Technical Offer. The project Director shall be a highly specialized person in civil engineering and / or hydrogeology with a long experience in such kind of works. The Team Leader's professional qualification shall be that of a Hydrogeologist or Civil Engineer with approved experience in such kind of works and he shall be assigned to the project at site during the entire period of the duration of the Works. The Team Leader may be replaced only temporarily by a substitute of equal qualification, after obtaining the Employers' prior written approval. The field technicians shall have prior experiences in their respective fields.

6) All costs and prices shall be stated in US Dollars (US \$).

The Tender shall be submitted as laid out in Section 4 (Tender Conditions).

The period for submission of Tender shall expire at the date and time mentioned in the invitation letter. Tenders may be withdrawn by letter or telefax, prior to the submission time and date.

- 7) The binding period begins with the submission date and expires Forty-Five (45) days after sending the Tender Documents. The Tenderer is bound to his Tender until the end of the said period.
- 8) The Tenders shall be submitted in the dates mentioned in person to the Operations Sector in a sealed envelope to the following address: the Saudi Fund for Development, P.O. Box 50483 Riyadh 11523 Kingdom of Saudi Arabia

Note: The bidders who submitted the offers in person must sign the receipt sheet.

Section 2
General Information – Republic of Uganda

General Information –Republic of Uganda

The Republic of Uganda is located in East Africa, bordered by South Sudan to the north, Kenya to the east, Tanzania to the south, Rwanda to the southwest, and the Democratic Republic of the Congo to the west. Uganda is known for its diverse geography, which includes rolling savannas, forested highlands, and mountainous regions, with notable features such as the Rift Valley and Mountains of the Moon (Rwenzori Mountains). The country also has a number of large lakes, including Lake Victoria, which is shared with Kenya and Tanzania, and Lake Albert in the northwest.

The climate in Uganda is generally tropical, with variations across regions due to altitude. The lowland areas experience warm temperatures, while the highland areas, such as the southwestern regions, are cooler. The average temperature ranges from 18°C in the cooler highland areas to around 25°C in the lowlands. The country has two main rainy seasons: from March to May and from September to November, with annual rainfall averaging between 800 mm and 1,500 mm, depending on the region. This rainfall supports Uganda's agricultural activities, although some areas, especially in the northeast, can experience periodic droughts.

Uganda's population is estimated to have grown significantly between 1960 and 2010, and it continues to expand rapidly. With nearly 75% of its populace under the age of 30 and a high

annual growth rate driven by high fertility rates, Uganda's population is expected to grow substantially in the coming years. Addressing high fertility, creating more job opportunities, and enhancing access to quality education will be critical for reducing poverty. In 1997, Uganda introduced Universal Primary Education, eliminating school fees for primary students. This led to a surge in enrollment but also placed immense strain on limited resources, including classrooms, teachers, and learning materials. While Uganda has made strides toward achieving universal primary education, challenges such as the quality of education, gender disparities in enrollment, and low participation rates in secondary and tertiary education persist.

Uganda is bordered by Kenya, Tanzania, South Sudan, Rwanda, and the Democratic Republic of Congo and is home to approximately 48 million people. Although the poverty rate decreased from 31.1% in 2006 to 20.3% in 2017, poverty and inequality remain significant challenges, especially in rural areas, where a large proportion of households continue to live below the poverty line.

This is largely attributable to Uganda's high annual population growth rate of approximately 3%, which outpaces development efforts, concentrated economic growth in urban centers, and limited access to quality services in rural areas. Poverty is also more prevalent in female-headed households, and women face higher vulnerability due to fewer economic opportunities.

Uganda's economy performed well in recent years, with a growth rate of 6.3% in 2019, driven by increased public investment, infrastructure development, and advancements in agricultural productivity. However, the services sector remains the primary driver of growth, bolstered by expanding trade, tourism, and telecommunications.

Inflation in Uganda returned to negative territory in December 2019, primarily due to an ample food supply stemming from increased agricultural productivity and reduced communication costs. Average annual inflation slightly declined from 0.9% in 2018 to 0.7% in 2019, reflecting stable price levels and improved cost efficiency in key sectors.

A rebound in capital goods imports and a reduction in exports contributed to an increase in Uganda's current account deficit from 3.5% of GDP in 2018 to approximately 4% in 2019. This widening deficit was primarily financed through foreign direct investments (FDI) and concessional loans. The government has worked on improving public financial management, with support from the IMF and World Bank, which has helped in debt management. Uganda's public debt increased in recent years, reaching higher levels due to investments in infrastructure projects such as roads, energy, and the oil sector. However, debt-to-GDP ratios remain closely monitored.

Regarding fiscal management, Uganda has made efforts to stabilize its fiscal deficit, which stood at around 3.5% of GDP in 2019. While this is higher than some of the regional targets, efforts are underway to ensure fiscal consolidation and meet the long-term fiscal goals set out in Uganda's Vision 2040 and National Development Plan III. Efforts to diversify the economy and improve revenue collection are key to reducing Uganda's reliance on external financing.

The agricultural sector in Uganda plays a critical role, contributing around 24.7% of GDP and employing approximately 70% of the active workforce (World Bank). Major food crops include maize, bananas, cassava, sweet potatoes, and beans, while cash crops such as coffee, tea, and cotton are vital for exports, with coffee being the largest contributor to export earnings. Despite agricultural growth, Uganda still faces challenges with food imports due to the reliance on rain-fed farming and occasional climate disruptions.

The industrial sector in Uganda is still in the early stages of development, contributing roughly 25.1% of GDP. The sector is mainly driven by agro-processing, construction, and energy, with a growing emphasis on manufacturing. The emerging oil and gas industry also holds significant promise, although its full potential is contingent on the completion of necessary infrastructure and regulatory frameworks. However, Uganda is still seeking to expand its industrial base beyond these industries.

The services sector in Uganda has seen consistent growth, contributing over 50% of GDP. Key subsectors driving this growth include trade, financial services, telecommunications, and tourism. The sector employs around 20% of the workforce and continues to benefit from improvements in digital infrastructure and mobile banking. Uganda's services sector has been a key area of expansion in recent years, and ongoing investments in digital technology and ICT infrastructure are expected to continue fueling this growth.

The government's development strategy is outlined in its Vision 2040 and the National Development Plan (NDP III), which focus on transforming the economy through industrialization, infrastructure development, human capital development, and diversification into high-value services. The government is also committed to improving governance and fostering private sector participation. World Bank Group engagement in Uganda supports these goals, particularly through financing projects aimed at infrastructure development, improving public services, and promoting inclusive economic growth. The NDP III prioritizes investments in energy, transport, agriculture, and human capital development to ensure long-term growth and poverty reduction.

This approach mirrors Uganda's broader vision to modernize its economy, reduce poverty, and enhance resilience against external shocks, all while ensuring sustainable and inclusive growth. This framework is financing projects in key areas:

- private sector development and job creation.
- improvements in the governance of all sectors and in human capital.
- provision of essential public services, in particular access to water and health.
- environmental sustainability and resilience

The Ugandan economy is expected to improve gradually, with GDP growth projected at 3.8% in 2021, accelerating to around 5% in 2022. This growth is anticipated to be driven by the recovery of key sectors such as agriculture, construction, and services, supported by increased private sector activity and a rebound in exports. However, supply-side constraints could create inflationary pressures, especially with rising costs of fuel, transportation, and food. Annual headline inflation in Uganda was expected to reach around 3.2% in early 2021, driven by factors such as higher fuel prices and food supply disruptions.

External financing needs could become a challenge through 2021 and beyond, as foreign direct investment (FDI), which has been a key source of financing for Uganda's development, faces potential slowdowns due to global economic uncertainties and reduced investor confidence. FDI has historically covered a significant portion of Uganda's external financing needs, with concessional loans making up the remainder. The government is focused on maintaining fiscal discipline and securing external funding while also working on diversifying revenue sources to reduce dependence on external financing.

Section 3

Scope of Consultancy Services

With
Outline of the Project Progress Report
Specimen Taking-Over Certificate
Specimen Defects Liability Certificate
Specimen Stock List

Scope of Consultancy Services

a) General

The Consulting Engineer shall report to SFD Head Office and shall get his directions from there unless otherwise agreed in this contract.

b) Scope of Services

The Consulting Engineer's Services shall comprise the following:

Taking over of all functions and responsibilities of the Engineer as laid down in the contract Agreement between Republic of Uganda and the Contractor.

Such functions and responsibilities include without limiting the foregoing:

- 1) Prepare the tender document for the contractor in consultation with SFD. This includes collections of all relevant data and information from the country of assignment.
- 2) To participate and be responsible of bids evaluation process in consultation with SFD. This includes all necessary stages requested by SFD until assigning a contractor.
- 3) To execute technical studies and prepare technical design.
- 4) To be the liaison to local authorities as well as to SFD and the Contractor. For easy cooperation, the contractor is bound to provide accommodation and office space in his base camp for the engineer. Any other services cost like power, water, telecommunication, security etc. and their payment, however, need to be negotiated between consultant and contractor.
- 5) Monitor the observance of the Memorandum of Understanding which the Saudi Fund for Development has concluded with Republic of Uganda stating, for instance, customs exemptions, re-export of equipment and to inform SFD immediately in cases of non-observance;
- 6) Check and agree on the well points in co-operation with the Beneficiaries and the relevant Government Authorities of Republic of Uganda;
- 7) supervise and monitor all Works to be performed by the Contractor(s), including the animation of the Beneficiaries; follow-up and control of schedule(s); quality and quantities of Works; certify all testing's; issue of Taking-Over Certificates. The equipment necessary to carry out these works (such as vehicles, motor cycles, office equipment, computer, printer etc.; hydrogeological software, office software, GPS, geologists' compass, laptop, water level sounders, pH and conductivity-meters, water test kit, concrete test hammer, field beds, tents, mosquito nets, emergency kits etc., telephone communication -e.g. mobile and satellite phone) shall be provided by the Contractor to the engineer & at the end of the project handed over to the Ministry of Water and Environment.
- 8) Quantity survey and issue of all Payment Certificates;
- 9) Supervision of Defects Liability Periods, issue of corresponding orders and issue of the respective Defects Liability Certificates (see specimen in Section 6) within the contract period.
- 10) Check, correct and approve Contractor(s)'s invoices, reports, statements etc., within time limits set by this Contract or the Contract between Republic of Uganda and the Contractor;
- 11) Report to SFD. Such reports shall follow the instructions given in the attached Outline of the Progress Report. Special attention shall be given to the development and control of costs during execution of the Works regarding the given budget, respectively the Contract

Price of the Contract between Republic of Uganda and the Contractor. That implies that any additional claim of whatever nature put forward by the Contractor, or any circumstances which may lead to additional claims, must be reported immediately to SFD. The report should be accompanied by a proposal for savings of performance in cases where the Contract Price of the Contract between Republic of Uganda and the Contractor might be exceeded or the number of Facilities to be constructed might be reduced.

Furthermore, at the request of SFD, the Consulting Engineer shall participate in the contract negotiations between Republic of Uganda and the Contractor(s).

c) Assignment of Personnel

The Consulting Engineer shall assign the personnel listed in Section 6.

See Section 5, item 3.7

d) Outline of the Monthly Project Progress and Final Report

To be submitted by the Consulting Engineer to SFD in electronical version by e-mail: The final report will also be in English language as hardcopy (4 copies) and as electronical version on USB.

The outline of the monthly progress report will include, but not limited to, the following:

1. FRONT PAGE

- Project Name
- Project number, Tender number
- Country of assignment
- Period covered by the report
- Report number
- Name of Consulting Engineer
- Date, signature

2. PLANNING TARGETS

(Summary or copy of chapter 5 of the previous report, with alterations if necessary) The planning targets constitute the basis of chapters 2 to 7 of this report)

3. PERSONNEL EMPLOYED, MATERIALS EXPENDED AND SERVICES RENDERED DURING THE PERIOD COVERED BY THIS REPORT

- a. Consulting Engineer's and Contractor's personnel on the site(s)
- b. Principal supplies and construction measures
- c. Measures completed including the results thus obtained
- d. Current measures
- e. Planned measures
- f. Cost Breakdown and comparison with budget

4. MAJOR EXTERNAL FACTORS INFLUENCING THE PROJECT

5. COMMENTS ON DEVIATIONS FROM THE PLANNING TARGETS

- a. Description and causes of deviations
- b. Assessment of the importance of deviations for the implementation of the project regarding cost and time.

6. ANALYSIS OF THE RESULTS ACHIEVED DURING THE PERIOD COVERED BY THE REPORT

- a. Evaluation of the results obtained
- b. Modifications to current measures (for the monthly report)
- c. Additional measures (for the monthly report)

7. PLANNING TARGETS FOR THE FOLLOWING REPORTING PERIOD (for the monthly report)

- a. Personnel requirements

- b. Principal supplies and construction measures
- c. Current measures
- d. Planned measures

6. ANALYSIS OF THE TECHNICAL AND FINANCIAL STATUS OF THE PROJECT WITH RESPECT TO THE PROJECT AIM

7. DETAILS REGARDING TRAINING AND UPGRADING OF BENEFICIARIES

8. INPUT REQUIRED FROM SFD (for monthly report)

The Saudi Program for Drilling of Wells and Rural Development in Africa

Phase V Republic of Uganda

Specimen
Taking-over Certificate

1) This is to certify that the well/surface structure

No

Region

District

Village

Has been completed according to the contract No. on

1) The following minor defects and/or minor remaining works were found:

- a) Minor defects
- b) Minor remaining works
- c) Deadline for correction of defects and, if applicable, for completion of remaining works

2) Remarks

Place..... Date

The Engineer The Contractor.....

Employer..... The Government's Representative.....

The Saudi Program for Drilling of Wells and Rural Development in Africa

Phase V

Republic of Uganda

Specimen

Defects Liability Period

Contractor

Project No.

Contract No.

Tender No.

This is to certify the for site

- 1) The permanent works have been completed according to the above-mentioned Contract without defects.
- 2) The contractor has fulfilled all obligations according to the contract conditions.

Place..... Date.....

Employer/ The Engineer

.....

Section 4

Tender Conditions

Tender Condition

TENDER CONDITIONS FOR CONSULTING ENGINEERS

1. GENERAL

- 1.1 The Tender must comply with the following conditions and instructions. Failure to do so may result in the rejection of the Tender.
- 1.2 "Tenderer" means any person or persons, partnership, firm or company being invited and submitting a fully completed Price Schedule (Section 6) in accordance with the Tender.
- 1.3 All recipients of the Tender Documents shall, whether they submit a Tender or not, treat the details of these documents as confidential.
- 1.4 The Saudi Fund for Development (SFD) shall not be held responsible for the completeness of the pages and their readability of the Invitation to Tender. The Invitation to Tender should be checked by the Tenderer for its completeness. If any page is missing or not totally readable the Tenderer should inform immediately SFD and ask for these pages. SFD will transmit the pages by an appropriate mean priority by telefax to all Tenderer as soon as possible. The Tenderer shall be answerable for any problem accruing of the non-completeness of the Invitation to Tender.

2. TENDER DOCUMENTS

- 2.1 The Tender must be made out on the forms provided in the Tender Documents duly completed in ink or in print as far as forms are provided. The Price Schedule (Section 6) must be fully priced, totaled, checked arithmetically, and the grand total must be in compliance with the sum entered in the Contract Form. Tender and Contract Documents must be kept intact.

The Tender Documents and accompanying documents shall be signed by the Tenderer or his legally authorized representative and be returned to the address in Section 1, item 9.

Tenderers shall inform SFD of the name of their representative who is qualified to meet the requests of SFD and to supply it with further information concerning their Tenders.

the period of (60 or 90) days between sending the invitations and submission of offers

2.2 The Tender shall be submitted in the following form:

(A) The Technical Offer shall be laid out in a way permitting SFD to evaluate the Tender according to the "Selection Criteria for Consultancy Services" (in Section 3). The Technical Offer shall consist of Three (3) copies each comprising among others the following parts:

1. Description of Services to be executed
2. Detailed list of personnel including Curricula Vitae Newly signed of key personnel, assigned to the Services, provided with all certificates and documents for verification of their expertise.
3. Detailed list of equipment and transport facilities for project execution
4. the period of (90) days between sending the invitations and submission of offers

All copies of the Technical Offer and the separate sealed envelope as described in the following item 2.2 (B) shall be submitted in an outer sealed envelope or parcel labeled as follows:

Tender for

Project No. P5/2021/ Republic of Uganda
Tender No. P5/2021/ Republic of Uganda /Consultant

Project Name: The Saudi Program for Drilling of Wells and Rural Development in Africa – Phase V – Republic of Uganda

Name of Tenderer

ONLY TO BE OPENED BY

The Saudi Fund for Development
P.O. Box 50483
Riyadh 11523
King Fahad Road
Kingdom of Saudi Arabia

The Tender must be accompanied by a copy of each Circular Letter (see in the following items) issued to Tenderers by SFD. Each copy of such Circular Letter must be endorsed by the Tenderer.

(B) The Financial Offer only consists of the filled in and completed Price Schedule with Explanatory Notes which shall be submitted in **three (3) copies in a separate sealed envelope** which shall be labeled as follows:

Financial Offer

Tender for

Project No. P5/2021/ Republic of Uganda

Tender No. P5/2021/ Republic of Uganda /Consultant

Project Name: The Saudi Program for Drilling of Wells and Rural Development in Africa – Phase V – Republic of Uganda

Name of Tenderer

ONLY TO BE OPENED BY

The Saudi Fund for Development
P.O. Box 50483
Riyadh 11523
King Fahad Road
Kingdom of Saudi Arabia

All documents mentioned in item 2.2 (A) as well as the sealed Financial Offer shall form the contents of the outer sealed envelope.

Any missing document may result in the rejection of the Tender.

2.3 Prices must be quoted completely.

3. EXAMINATION OF SITE

- 3.1 Tenderers shall familiarize themselves with the sites of the Works and obtain for themselves all information that may be necessary for completing their Tenders. Tenderers shall acquaint themselves with the requirements of the contract, e.g.

characteristics of the project region(s), and the respective infrastructural, hydrological, hydrogeological and climatic conditions.

4. MODIFICATIONS AND ADDITIONAL OFFERS

4.1 Any addition to, deletion or alteration of the Tender Documents may result in the rejection of the Tender.

Proposals for modifications and additional offers shall be made in a separate annex and must be clearly marked as such.

Modifications by the Tenderer concerning prices quoted or statements made shall be unambiguous. Samples and patterns submitted with the Tender must be clearly marked as appertaining to the Tender.

5. PRICES

5.1 All prices shall be calculated and stated without tax (except the exemptions stipulated in Section 6 item 2). SFD shall not reimburse any other taxes, levies and other charges imposed by government authorities as stipulated in Section 5, item 1.

5.2 The Tenderer's Total Price according to Section 6 shall be stated without Value Added Tax (VAT).

5.3 The offer of a discount based on the observance of certain payment deadlines described by the Tenderer shall be taken into account in the evaluation only if the Tenderer declares that such a discount shall apply to all payments on account and the final payment, providing that the deadlines set for payments leave reasonable time for their processing.

5.4 The SFD will not be held responsible if the Consultancy Engineer's bank converts the payments to the Consulting Engineer into any other currency before crediting the same to the Consulting Engineer's account. The Consulting Engineer is not entitled to claim for any charges or fees deducted by the bank due to the exchange and/or transfer of payments.

6. AMBIGUITIES

If, in the Tenderer's opinion, the Tender Documents contain ambiguities which might

influence the calculation of the prices, the Tenderer shall indicate this to SFD by letter or telefax, before submitting his Tender within 30 days after the receipt of the Tender Documents. Necessary clarification will be made by Circular Letter(s).

7. CIRCULAR LETTER

- 7.1 In the event that SFD sends Circular Letters to the Tenderers during the tendering period in order to comment, clarify, or modify the Contract Documents, these Circular Letters shall become an integral part of the Contract Documents and

It shall be assumed that they have been taken into account by the Tenderers in drawing up their Tender.

- 7.2 The Tenderer shall confirm the receipt of a Circular Letter to SFD immediately. No Circular Letter shall be dispatched within 7 days before the submission date for the Tender, except one that confirms a due postponement of the original submission date.

8. PROHIBITED AGREEMENTS

Agreements restricting the competition are not permitted, especially arrangements and negotiations with other Tenderers in respect of:

- Submitting or not submitting a tender,
- The prices to be demanded and profit rates,
- Binding arrangements for other compensation,
- Processing cost margins and other price components,
- Terms of payment and delivery and other conditions of contract in so far as they influence the prices directly or indirectly,
- Indemnity or compensation payments for non-participation or limited participation in the competition,
- Profit-sharing.

9. JOINT VENTURES

Joint Ventures or other Bidding Combinations require the prior written approval of SFD.

Tenders submitted by Joint Ventures or other Bidding Combinations shall be accepted only if the following information is provided with the Tender:

- a) A list of the members of the Joint Venture/Bidding Combination designating the duly authorized representative(s).
- b) A declaration, signed by duly authorized representatives of all members, stating that the duly authorized representatives shall represent the members specified in the list in a legally binding manner vis-à-vis SFD, and that all members are jointly and severally liable for the performance of the Contract with SFD.
- c) Declaration of the leader of the Joint Venture/Bidding Combination.

10.SUBMISSION OF TENDER

- 10.1 The Tender shall be submitted to the address stated in the Notice to Tenderer and prior to the time and date specified in the Notice to Tenderer.
- 10.2 Tenders received after the date and time of submission will not be considered.

11.OPENING OF TENDERS

The opening of tenders will be private at SFD premises.

12.EVALUATION OF TENDERS

- 12.1 Tenders shall be evaluated by SFD.

The following Tenders shall be excluded:

- a) Tenders received after submission date and time.
- b) Tenders submitted by Tenderers who have entered into an agreement which constitutes a prohibited restriction of competition.

12.2 The Tenders shall be assessed by SFD both from technical and financial aspects.

Furthermore, no Tender shall be examined unless it is accompanied by the filled in and completed documents as stated in Section 4, item 2.2.

The technical evaluation shall be based on the "Selection Criteria for Consultancy Services" (part of these Tender Conditions).

12.3 Tenders of which the unit or lump-sum prices are obviously disproportionate to the Services concerned will be disregarded. From those Tenders the award will be made to the one which appears to be the most acceptable with regard to all technical, functional, environmental and economic aspects. SFD will negotiate details of the Contract with the winning Tenderer.

12.4 Any arithmetical error by the Tenderer in quoting the Price Schedule or in the additions or in carrying forward subtotals to the summary or to the Contract Form shall be corrected during the evaluation of the Tenders. In such cases the Tender sum shall be adjusted accordingly. It shall be assumed that the unit price rates entered in the Price Schedule are correct.

12.5 Proposals for modifications and additional offers which SFD has admitted or requested for the tendering action shall be evaluated in the same way as the base tender. Other proposals for modifications and additional offers may be considered.

12.6 SFD does neither bind himself to accept the lowest Tender or any Tender, nor will he be responsible or pay for expenses or losses which may be incurred by any Tenderer with the preparation of his Tender.

12.7 SFD shall notify the Tenderers whether their Tender was successful or not after the final approval of the evaluation result by the Saudi Fund for Development.

13. CANCELLATION OF THE TENDER PROCEDURE

13.1 SFD reserves the right to cancel the Tender Procedure without declaring the reasons for such action.

- 13.2 The Tenderers shall be informed without delay of the cancellation of the Tender Procedure by SFD

Section 5

Conditions of Contract

Conditions of Contract

1. GENERAL PROVISIONS

1.1 Scope of Services

The services to be performed by the Consulting Engineer under this Contract (Hereinafter called 'the Services') relating to the works to be performed (hereinafter referred to as 'the Works') are described in the Scope of Services set forth in Section 3.

1.2 Language and Law

- a) The ruling language shall be English.
- b) The Contract is subject to the law of Republic of Uganda.

1.3 Notices

All notices under this contract shall be given by one of the following means:

- a) Mail
- b) Email
- c) Telefax

Address and responsible official:

The Saudi Fund for Development
P.O.Box 50483
Riyadh 11523
King Fahad Road
Kingdom of Saudi Arabia
Fax 4647450

Program Manager

.....
Consulting Engineer's Address

2. COMMENCEMENT, TIME SCHEDULE, ALTERATION AND TERMINATION OF THE CONTRACT

2.1 Contract in Force

This Contract comes into force immediately after signing by duly authorized representatives of Republic of Uganda and the Consulting Engineer.

2.2 Commencement Date

The Services specified in this Contract shall be commenced after a special written notification by SFD.

2.3 Time Schedule

The Services specified in this Contract shall be executed according to the provisional time schedule made out by SFD.

The final time schedule shall be submitted to the Consultancy Engineer by SFD after SFD's acceptance of the time schedule provided by the Contractor. Any discrepancies between the provisional and the final time schedule shall not entitle the Consulting Engineer to any claims for additional remuneration. The final time schedule shall become an integral part of this Contract.

2.4 Assignment

The Consulting Engineer shall not, without the written consent of SFD, assign any rights or obligations under this Contract to third parties.

2.5 Partnerships

Should the Consultancy Engineer be a partnership, SFD is entitled to terminate the Contract in case of death, bankruptcy or withdrawal of one or more members of the partnership Section 5, Conditions of Contract, item 2.7 (iii) shall apply.

The members of the partnership have to designate one of them, who will be authorized to act as the leader of the partnership in all matters stipulated and specified in the Contract.

All members of the partnership shall be jointly and individually liable.

Payments effected by SFD will be credited exclusively to the accounts of the designated leader of the partnership with the effect of releasing SFD from his obligations with regard to the Consulting Engineer. All facts are effective against and in favor of each member of the partnership.

2.6 Interruptions in Activities

(I) No liability shall result from delay in performance or non-performance under this Contract caused by circumstances beyond the control of the party affected, including without limitation events of war, political disturbances, embargo, strike or inability to obtain materials. Upon the occurrence of such case of force majeure, the parties hereto shall enter immediately into negotiations to decide the further procedure in the implementation of the program, taking into account instructions given by the Saudi Fund for Development. Force majeure does not exclude the liabilities for punctual payment of amounts due and the reimbursement to the Consulting Engineer of expenses caused through force majeure and costs incurred during force majeure.

(II) In no case shall there be a claim to more than the Contract Price.

2.7 Termination

(i) SFD can terminate the Contract at any time either wholly or partly for individual parts of the Services or with relation to individual experts.

(ii) Should SFD terminate the Contract for a reason for which the Consulting Engineer or his experts are not answerable, Conditions of Contract, item 2.6 shall apply *mutatis mutandis*.

(iii) Should SFD terminate the Contract for a reason for which the Consulting Engineer or his Experts are answerable a remuneration shall be paid only for the Services rendered up to the date of termination. In no case shall there be a claim to more than the Contract Price.

(V) Unless otherwise stipulated in the Contract, other legal rights and claims of SFD and the Consulting Engineer shall remain unaffected.

3. THE RIGHTS AND DUTIES OF THE CONSULTING ENGINEER

3.1 The Consulting Engineer and his employees shall make every effort to ensure good co-operation with the authorities of Republic of Uganda. For the duration of the Contract, the Consultancy Engineer and his employees shall refrain from any interference whatsoever in the internal affairs of Republic of Uganda, in particular with regard to its politics, religion, manners and customs.

The Consulting Engineer and his employees shall undertake to co-operate in an appropriate manner with other experts engaged in Republic of Uganda within the scope of SFD's activities and with the representatives and experts of multilateral organizations, in so far as these have an effect on project activities.

3.2 All matters in connection with the project shall be treated confidentially in so far as this is called for by the nature of the matter or is explicitly required by SFD. This provision shall remain in force following expiration of the Contract.

the performance of the Services under the Contract and shall carry out all his responsibilities in accordance with recognized professional standards.

The Consulting Engineer shall in all professional matters act as a faithful adviser to SFD and, in so far as any of his duties are discretionary, act fairly between SFD and third parties.

The Consulting Engineer, his employees and subcontractors shall respect the laws and customs of Republic of Uganda.

3.3 The remuneration of the Consulting Engineer charged to SFD according to Section 4 shall constitute his only remuneration in connection with the Contract and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Contract or to the discharge of his obligations there under.

3.4 The Consulting Engineer shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented or protected article or process used on or for the purposes of the Contract.

3.5 The Consultancy Engineer shall provide all the professional technical advice and skills, which are normally required for the class of services for which he is engaged. Where professional technical advice or assistance is required, beyond that committed under the Scope of Services in Section 6, the Consulting Engineer may with prior written agreement of SFD arrange for the provision of such services. SFD shall pay for all such services.

However, the Consulting Engineer shall retain full and non-severable responsibility for all the Services, which he is committed to render under this Contract.

3.6 The Consultancy Engineer may exercise the authority specified in the Contract between Republic of Uganda and Contractor, according to Part I and Part II of the FIDIC Conditions of Contract for Works of Civil Engineering Construction. However, the Consulting Engineer shall obtain the specific approval of SFD in writing before carrying out any of the following actions as specified in Part I and Part II of the FIDIC Conditions of Contract:

- a) consenting to subcontracting of any part of the Works
- b) determination of any extension of time
- c) Determination of any additional costs
- d) Issuing a Taking-Over Certificate
- e) Making any variation, unless the accumulated costs of the variations do not surpass US \$ 10.000 and the Contract Price is not exceeded,
- f) Fixing rates or prices, including provisional rates and prices,
- g) Determining any sums payable in the event that the contract is being terminated.
- h) Determining any remuneration or payments with the effect of exceeding the Contract Price.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Consulting Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under this Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Consulting Engineer, be necessary to abate or reduce the risk. The Consulting Engineer shall notify SFD immediately and may determine an addition to the Contract Price, in respect of such instruction.

3.7 When the Consulting Engineer determines that groups of wells and civil works as determined in the Contract between Republic of Uganda and the Contractor have been completed and which the Consulting Engineer deems capable of being accepted,

the Consulting Engineer shall give one week prior written notice to SFD that such works are ready for tests and measurements.

Measurements and Tests on Completion for the issue of Taking-Over Certificates shall be carried out under the supervision of the Consulting Engineer and in the presence of representatives of the Government of Republic of Uganda.

All records on commissioning and testing to be established by the Contractor shall be certified by the Consulting Engineer. The Consulting Engineer shall inform the concerned authorities in the Government of Republic of Uganda at least two weeks in advance of the scheduled date and time for Taking-Over of each well or group of wells.

Upon completion of such tests the Consultancy Engineer, if SFD has authorized him in writing to do so, shall issue Taking-Over Certificates according to Clause 48 of the FIDIC conditions of contract between Republic of Uganda and the Contractor. The Taking-Over Certificates (See specimen in Section 3) shall also be signed by the designated representative of the Government of Republic of Uganda.

Should the representative of the Government of Republic of Uganda not participate in the Taking-Over or refuse to sign the Taking-Over Certificate despite the well or group of wells is considered completed and functioning by the Consulting Engineer, Taking-Over shall nevertheless be completed by the signing of the Taking Over Certificate by the Contractor and SFD or the Consulting Engineer. In such a case the Consulting Engineer shall inform SFD immediately in writing.

3.8 The Consultancy Engineer shall assign to SFD an irrevocable, gratuitous, assignable and exclusive right of use, with respect to all types of use, for all proprietary rights, applications for the same, inventions, design documents, processes, documents and work results, deriving from and obtained through the performance of the Contract. SFD shall utilize the rights of use assigned to him exclusively for the purposes of the Saudi Fund for Development, the Authorities of Republic of Uganda or SFD in connection with this project.

3.9 Prior written approval for publications must be obtained by the Consulting Engineer from SFD, even after expiration of the Contract. Such approval can be denied only on good and sufficient grounds. Approval from SFD is not required for brief descriptions of the Works and the scope of the Consulting Engineer's activities, designed for use in the Consulting Engineer's public relations work. In the event that the results or contents of Works/Services are published, the Saudi Fund for Development shall be mentioned by name (if they desire so), even if such publication is part of the Consultancy Engineer's public relations work.

The Consulting Engineer shall not permit third parties to gain access to documents or work results of any kind. Prior approval must be obtained from SFD for any exception to this provision. The responsible authorities in Republic of Uganda shall not be deemed third parties within the meaning of this provision. As a rule, documents and work results shall be kept by the Consulting Engineer for ten years following acceptance,

or for a shorter period if SFD gives his approval to this effect and shall be surrendered to SFD for inspection on demand.

3.10 The Consultancy Engineer is obliged to submit on schedule to SFD the reports (hard copies and additionally on CDs or DVDs) specified in Section 6 of the Contract, observing the stipulations made therein in respect of the type of report, frequency, language and number of copies. The costs of drawing up the report shall be calculated as part of the expert-month settlement rates and shall not be remunerated separately. In detail the following regulations shall be observed:

- a) Unless otherwise agreed in Section 6 of the Contract, project progress reports shall be drawn up in each case at monthly intervals in English language. With respect to form and contents, the directives pursuant to Outline of the Project Report in Section 6 of the Contract shall be observed. Remarks which are not suitable for presentation to the counterpart organization shall be set down in a separate report (3 copies).
- b) In the event of important incidents or circumstances, the Consulting Engineer shall at no extra charge, without delay and without a specific request to that effect, draw up special reports, which he shall forward to SFD fivefold. An important incident or circumstance for the purpose of this Section shall include major changes in terms of time, development policy, financial or technical aspects and also risks to the security or health of the personnel.
- c) Unless otherwise agreed, the Consulting Engineer shall submit a final report (3 copies in English language to SFD at the latest 6 weeks following completion of the Services specified in the Scope of Services (Section 6). The Consulting Engineer shall supply additional copies upon request against reimbursement of prime cost. The final report shall contain summarized and concluding recommendations for Republic of Uganda and SFD. It shall be suitable for submission to the Saudi Fund for Development and Republic of Uganda. Remarks which are not suitable for such purpose shall be set down in a separate report in English (in triplicate).
- d) The reports pursuant to the items (a) and (b) of this Clause should contain proposals for the solution of problems which have occurred.
- e) All reports and documents in connection with such reports shall clearly indicate that they have been drawn up within the scope of this project and shall be dated and signed. Sources, references, and origins shall be stated. Unless further specifications are made in Section 6, the final report shall be preceded by a table of contents and a summary of the principal results. Tables, graphs, and drawings shall be designed, in particular with regard to the abbreviations used, such that they can be adopted for a translated version without further reworking.

4. LIABILITY OF THE CONSULTING ENGINEER

4.1 The contractual services to be executed and the documents necessary for this purpose shall take into account local conditions in Republic of Uganda, the funds available, and the general and specific economic and social effects of the project. The services

shall conform to the accepted state-of-the-art and the acknowledged principles of science and technologies involved and the most recent socio-economic findings.

4.2 SFD shall be entitled to assert a claim for loss or damages suffered by the Saudi Fund for Development and/or by Republic of Uganda under this Contract in Republic of Uganda as a result of non-compliance with contractual obligations on the part of the Consulting Engineer.

4.3 The Consulting Engineer shall be liable for any violation of legal provisions or rights of third parties in respect of patents and/or copyrights introduced into documents prepared by him.

4.4 Under the Memorandum of Understanding between the Saudi Fund for Development and the Government of Republic of Uganda (see excerpt in Section2, Contractor documents) the latter grants various exemptions and assistance to SFD and his Sub-Contractors. The Services under this Contract shall be carried out observing the above-mentioned document. The Local Water Authority will assist the Consulting Engineer in tax exemption difficulties. The Consulting Engineer shall inform SFD immediately about any difficulties which may occur in this respect.

SFD shall in no case be responsible for the adherence of the Memorandum of Understanding by Republic of Uganda.

4.5 The Consulting Engineer shall take out, at his own expense, an insurance providing for reasonable professional liability coverage.

4.6 The claims of SFD under this contract are statute barred after the expiration of 5 years. The limitation period commences with the last contractual performance or the time of taking over of the permanent Works whichever date is later.

5. PLACE OF JURISDICTION

This Contract shall be governed by the law of Republic of Uganda.

6. PERSONNEL

6.1 The Consulting Engineer shall provide all necessary site-staff. Their qualification and terms of service shall be subject to the approval of SFD, which shall not be unreasonably withheld.

- a) The Consultancy Engineer shall be responsible for ensuring that only such experts are seconded to Republic of Uganda as are capable of successfully carrying out the tasks imposed upon them, possess the necessary knowledge of the country and satisfy health requirements for services in the area of assignment.

The Consulting Engineer shall ensure that the necessary inoculations are obtained.

The Consulting Engineer and his employees shall bear in mind that they are carrying out a development policy task within the scope of the Technical Co-operation activities of the Government of the Kingdom of Saudi Arabia. Thus, being informed on such development policy matters as are relevant to their services shall be an integral part of the professional competence required of them.

The Consulting Engineer's personnel shall respect the regulations and customs in Republic of Uganda in the conduct of their professional and private lives.

- b) The Consultancy Engineer shall assign the experts specified in the Contract according to number and qualification, to implement the tasks undertaken. In the event that several persons are assigned, he shall designate the project manager/team leader and his deputy following consultation with SFD.
- c) For the terms of the Contract and at the request of SFD, the project manager/team leader and/or the experts shall participate in discussions at premises designated by SFD. The time required in this respect shall be deemed actual time spent on fulfilling the contractual obligations pursuant to Section 5, item 1. If applicable, the costs of additional air travel, accommodation and per-deem allowances as well as other ancillary travel expenses shall be remunerated after prior written approval of SFD.
- d) Prior notification shall be given to SFD of all outward and return journeys made by the experts, including those undertaken on the occasion of leave. The obligation of the Consultancy Engineer pursuant to Section 6 item 6.4 shall not be affected by this provision.
- e) The Consulting Engineer undertakes to adopt the necessary measures to guarantee the protection of the experts he has assigned to the project. He shall ensure that the experts seconded to Republic of Uganda are adequately insured. SFD explicitly disclaims all liability consequential to property damage, sickness, bodily injury and death of the Consulting Engineer's personnel.

f) The Consulting Engineer shall ensure that the experts working in Republic of Uganda do not pursue any interest's alien to the project while carrying out their tasks. Prior written approval must be obtained from SFD for all extra contractual activities (sidelines) by the experts in Republic of Uganda, including those conducted without payment.

g) The working time per week of the Consulting Engineer's experts on assignments abroad shall be geared to project requirements and the customary working conditions of Republic of Uganda.

h) The Consulting Engineer shall secure the written consent of his experts for the processing of personal data by SFD.

6.2 The Consulting Engineer shall designate an individual as the Consulting Engineer's Representative who shall be responsible on site on behalf of the Consulting Engineer to monitor and supervise the construction of the Works.

6.3

a) the replacement of experts by the Consultancy Engineer requires the prior written approval of SFD. Such approval may be denied only on good and sufficient grounds.

b) SFD is entitled to demand the replacement of experts if it is established that an expert does not meet the requirements in terms of health, language ability; professional or personal qualifications and behavior or if there are other good and sufficient grounds.

c) The Consulting Engineer shall bear all additional costs incurred in connection with a replacement of staff pursuant to Section 5, item 6.3 (b) as well as any additional expenses arising for substitute personnel.

d) Following the recall of an expert, the Consulting Engineer shall immediately assign an acting expert who shall assume all functions of the Consulting Engineer's Representative. The Consulting Engineer shall assign a new expert without delay, at the latest, however, within 1 month, unless SFD explicitly requests that this has not to be done. The approval of SFD is required for the assignment of the new expert. Upon expiration of the deadlines, SFD shall be entitled to refuse to accept the Consulting Engineer's performance of Contract.

6.4 The Consultancy Engineer shall in an appropriate manner oblige his experts and subcontractors to abide by such obligations as are imposed on them on the basis of these Conditions of Contract and shall be answerable for their observance vis-avis SFD.

7. REMUNERATION OF THE CONSULTING ENGINEER

7.1 SFD shall remunerate the Consulting Engineer in respect of the Services rendered in accordance with the conditions set forth in Section 4.

- a) The Contract Price shall be made up of fixed prices, reimbursement rates and fixed individual items, which are to be multiplied by the estimated quantities. This total price shall at the same time constitute the maximum amount. No costs in excess of this sum shall be reimbursed.
- b) As a rule, the Contract stipulates that the amounts payable within each item of remuneration are subject to an upper limit. If specific individual items are inapplicable or are deleted, either wholly or in part, the remuneration shall be reduced accordingly. If, on the other hand, other individual remuneration items prove insufficient, it will be possible, in cases and with the prior written approval of SFD, to offset the additional costs against the inapplicable, deleted or reduced costs. The approval of SFD is not required where offsetting against other items does not exceed US\$ 500 per item of remuneration.

The Contract Price shall not be exceeded under any circumstances.

- c) The remuneration for personnel shall be filled in on the Price Schedule, broken down according to the items indicated (Section 4). This Price Schedule shall constitute an integral part of this Contract.
- d) The expert-month settlement rates agreed in the Price Schedule (Section 6) of the Contract are fixed prices.

If, after expiry of the term of the Contract and performance of the obligations under the present Contract, an extension of contract is entered into by SFD and the Consulting Engineer, then the expert-month settlement rates shall be adjusted. The adjustment shall be determined by the mean collectively agreed salary increases for personnel of SFD during the term of the present Contract. The adjustment shall relate to only 80 % of the expert-month settlement rates, and to a period extending from the mid-point of the term of the present Contract, to the midpoint of the life of the new contract:

$$VSN = VSA \left(1 + 0.8 * N * \frac{T1 + T2 + \dots Tn}{a * 100} \right)$$

Where

VSN = New rate in US Dollars

VSA = Old Rate in US Dollars

T = Term of the present Contract

a = Number of Collectively agreed rises during the term of the present contract

N = Calculation Period: mid-point of the term of the present contract to the midpoint of the term of the new contract

8. PAYMENTS TO THE CONSULTING ENGINEER

8.1 SFD shall effect payments to the Consulting Engineer in accordance with the Payment Schedules and in the manner set forth in Section 6, item 4.4.

9. MISCELLANEOUS

9.1 It is necessary for the Consulting Engineer and his experts to observe the following regulations for the sale of items acquired duty-free or under other favored conditions.

(i) Motor vehicles which were imported or acquired under favorable tax, levy or duty conditions on the basis of special importation conditions for persons residing in Republic of Uganda in connection with the implementation of Technical Co-operation projects, may be sold in Republic of Uganda only if permissible according to the regulations in force in Republic of Uganda.

(ii) Section 5, item 9.1 (i) shall apply mutatis mutandis to the sale of other items imported duty-free or under special importation conditions. It must also be ensured in this regard that the sale is expedient from an economic point of view. Notification to SFD shall not be required in so far as it is not prescribed for the country concerned.

9.2 SFD shall be entitled to review at any time the progress and results attained in respect of the execution of the Contract. The Consulting Engineer shall ensure that the documents necessary in this regard are available at all times and shall provide the information required. If possible, SFD shall advise the Consulting Engineer of visits to the project in advance.

9.3 In the event of an inspection according to Sub-Clause 37.1 of the Conditions of Particular Application (FIDIC Part II) of the Contract between Republic of Uganda and the Contractor the Consultancy Engineer shall provide all necessary assistance as required by SFD, The Consultancy Engineer shall not be responsible for the reimbursement of any costs (e.g. accommodation, transport, per diems) incurred by these persons and organizations.

9.4 In the event of individual provisions of the Contract being invalid, this shall not affect the validity of the remaining stipulations.

10. DRAFT CONTRACT AGREEMENT

A draft contract agreement is included in the Appendix

Section 6

Price Schedule

Notes on the calculation of remuneration

SFD
P.O. Box:
50483
Riyadh 11523
Saudi Arabi
Tel.: +966-11-
279-4000

Firm:

Republic of Uganda

Project Shor Title

Price Schedule
Section 4
Page 1/2

To Offer

Project
Tender

Section 4.1 of the Contract	Items of Remuneration		I				II				III				IV				V				Total Amount Carried Forward
			Function:		Project director		Function:		Mission Leader		Function:		Hydraulic Eng.		Function:		Supervisor		Function:		Animation Expert		
			Name:				Name:				Name:				Name:				Name:				
			Fist				Fist				Fist Name:				Fist Name:				Fist				
	Date of				Date of				Date of				Date of				Date of						
		Home	US\$/	Month	24	Month	US\$/	Month	24	Month	US\$/	Month	23	Month	US\$/	Month	23	Month	US\$/	Month	24	Month	
4.1.1	Rate																						
4.1.2	Accommodatio																						
4.1.3	Tickets																						
Subototal 4.1.1 -																							
										4.1.4 Preparation of Tender Document and Evaluation of Contractor													
										4.1.4: (A) Preparation of Contractors Tender Document (50%)													
										4.1.4: (B) Evalution of Contractors Bids (50%)													
										4.1.5 Expendable Goods													
										4.1.6 Subcontracts (Other than local Consulting Firms)													
										4.1.7 Local Personnel (Driver)													
										4.1.8 Unforeseen Costs													
										Total Price in US\$													

SFD
P.O. Box: 50483
Riyadh 11523
Saudi Arabi
Tel.: +966-11-
279-4000
Fax: +966-11-
464-7450

Firm:

Republic of Uganda

Project Shor Title

Price Schedule
Section 4

Page 2/2

To Offer Dated:

Project No.
Tender No.

Section 4.1 of the Contract	Items of Remuneration		Carried forward from Sheet 1	VI			VII			VIII			IX			X			Total Amount Carried Forward
				Function:	Technician Constr		Function:	Technicia n Constr		Function:	Technician Drilling		Function:	Technici an Drilling		Function:			
				Name:			Name:			Name:			Name:			Name:			
				Fist			Fist			Fist Name:			Fist Name:			Fist			
		Home		Date of			Date of			Date of			Date of			Date of			
		Abroad		US\$/		Month	US\$/		Month	US\$/		Month	US\$/		Month	US\$/		Month	
			Month	20	Month	Month	20	Month	Month	12	Month	Month	12	Month	Month		Month		
4.1.1	Rate																		
4.1.2	Accommodation																		
4.1.3	Tickets																		
Subototal 4.1.1 -																			
												4.1.4	Preparation of Tender Document and Evaluation of Contract						
												4.1.4: (	Preparation of Contractors Tender Document (50%)						
												4.1.4: (	Evaluation of Contractors Bids (50%)						
												4.1.5	Expendable Goods						
												4.1.6	Subcontracts (Other than local Consulting Firms)						
												4.1.7	Local Personnel (Driver)						
												4.1.8	Unforeseen Costs						
												Total Price in US\$							

1. Expendable goods

Item Description			Unit	Price US \$	Quantity	Sum US \$
4.1.5	1	telecommunication (e.g. internet, phone costs ...)	Ls / month			
	2	2 Vehicle running costs (e.g. oil, gas, maintenance...)	Ls / month			
Total of Expendable Goods						

Notes on the Calculation of the Remuneration

The remuneration according to the Price Schedule shall be calculated in US\$ as follows:

Personnel Costs

Monthly or daily unit rate against evidence of time spent

Section 4.1 of the Contract	Item of Remuneration	Calculation
4.1.1	Rate	Unit rate

Other Costs for Personnel

Section 4.1 of the Contract	Item of Remuneration	Calculation
4.1.2	Accommodation	Unit rate
4.1.3	Tickets	Unit rates – against evidence

Preparation of Contractor Tender Document

Section 4.1 of the Contract	Item of Remuneration	Calculation
4.1.4	According. to expl-notes	Lump Sum

Expendable Goods

Section 4.1 of the Contract	Item of Remuneration	Calculation
4.1.5	Expendable Goods	unit rate

Others

Section 4.1 of the Contract	Item of Remuneration	Calculation
4.1.6	Subcontract (other than Local Consultancy firms)	monthly lump-sum
4.1.7	Local personnel	monthly lump-sum

Unforeseen Costs

Section 4.1 of the Contract	Item of Remuneration	Calculation.
4.1.8	Unforeseen Costs	against evidence

2. REMUNERATION

Under the Memorandum of Understanding (MOU) between the Saudi Fund for Development and the Government of Republic of Uganda the latter provides exemptions of taxes and levies and assistance to the Consultant and his Sub-Contractors.

The Services under this Contract shall be carried out observing the above-mentioned document. With respect to the tax exemptions it is emphasized, however, that the mineral oil taxes and any Value Added Tax (VAT) on inputs which are purchased locally in Republic of Uganda are not exempted. The local water Authority will assist the Consultant Engineer in tax exemptions difficulties. The Consulting Engineer shall inform SFD immediately about any obstacles in this

regard.

SFD shall in no case be responsible for the adherence to the Memorandum of Understanding by Republic of Uganda.

In accordance with the rules stipulated in the MOU, SFD shall not reimburse any taxes, levies, and other charges imposed on the Consulting Engineer or his subcontractors by a Government Authority of Republic of Uganda (except the exemptions stipulated above).

Remuneration shall consist of the following items (the subsequent numbers of the items have been chosen to correspond with the following Price Schedule and invoice forms) - only in so far as contractually agreed (see Section 6 "Price Schedule"):

2.1 Rates

The rates are remuneration on the basis of actual working days. Any arrangements relating to sick leave or vacation shall be the responsibility of the Consulting Engineer. A month shall consist for calculation purposes of 30 working days.

These rates shall be paid up to the contractually agreed maximum amount in accordance with the actual assignment time spent by the person named in Section 6, item 3.3 on fulfilling the contractual obligations and their necessary travel time. In the event of a claim for remuneration covering less than a full calendar month, SFD shall pay one-thirtieth (corresponding to a factor of 0.033) of the rate per working day of the assignment time. The rate shall cover all personnel costs including ancillary personnel expenses, vacation allowances, sick leave, the costs of backstopping services, communication costs, costs of reports, all general overheads as well as profit, interest, risks, insurance, etc. of the Consulting Engineer.

In so far as the persons to be assigned to the project are local experts, the Consulting Engineer shall fix the rate so as to ensure that the experts receive the customary local remuneration including all social security contributions and local taxes.

The project director is supposed to supervise the project activities in his home office but has to visit the site at the beginning of the project and at the end of the project and at reasonable times during the progress of the project.

The mission leader shall be paid only when he is in the country of assignment.

The hydraulic engineer and the local technicians shall be paid only when they are performing their duties in the country of assignment.

2.2 Accommodation Allowances

An accommodation allowance shall be paid for the duration of the assignment for the staff at the site even if out of duty. In the event of a claim for the accommodation allowance not covering a full calendar month, the provision pursuant to item 4.1.1 shall apply mutatis mutandis. Ancillary costs of tenancy and maintenance costs for the dwelling such as electricity, gas, water, repairs, etc., shall be deemed private living expenses and are not a part of the accommodation allowance.

2.3 Air Tickets

Flight costs by the most favorable transport route between the home country and the country of assignment shall be reimbursed at a unit rate upon presentation of evidence (original ticket, with or without the price being shown) in accordance with contractually agreed price per flight up to the contractually agreed number of flights. Exit and entry at the country of assignment stamped in the passport can be acceptable in case of loss of tickets.

The unit rate is to be calculated on the basis of an appropriate "mix" of economy class and special fares taking account of ancillary flight costs (transfers to and from the airport and visa fees).

Air travel costs shall be reimbursed for the following journeys:

- For the outward and homeward journey of the experts of the Consulting Engineer;
- For the outward and homeward journey of family members (spouse and children under 18 years of age on the date of the outward journey), provided that the said persons stay in the country of assignment for an uninterrupted period of at least 6 months of the actual duration of the expert's assignment;
- For one flight taken within the scope of leave for the experts of the Consultancy Engineer and the members of their families accompanying them to the country of assignment in so far as the contractually agreed or the actual duration of the expert's assignment is at least 12 months;

The written approval of SFD shall be obtained in the event of the use of other means of transport for an expert's outward and/or homeward journey. In this case a separate agreement shall be required, which in particular shall contain provisions as to the invoice able costs.

2.4 Preparation of Tender Documents and Evaluation of Contractors Bids

The services of the consultant in preparation of the tender document and evaluating contractors' bids including all needed costs such as but not limited to; cost of travel to and from the country of assignment, stay and travel inside the country of assignment, meetings with authorities and collection of data, preparing the Tender document in text and all required drawings, and evaluating contractors bids.

Cost of preparation of Tender document and evaluation of contractor bids shall be reimbursed in so far as contractually agreed at a lump-sum rate. The consultant shall participate in analyzing the contractors' offers technically & financially in consultation with SFD. Also, the consultant shall attend the contract negotiation and signing of the contract between the contractor and the employer.

2.5 Expandable Goods

Person-related transport costs (including, inter alia, provision of vehicles, insurance of vehicles, fuel, maintenance, repair, driver(s) shall be remunerated on the basis of the contractually stipulated lump-sum rates.

The costs of any other expendable goods, including transportation and insurance costs thereof shall be reimbursed on the basis of the contractually stipulated lump-sum rate or upon presentation of evidence.

2.6 Subcontracts

Costs of subcontracts shall be reimbursed, in so far as contractually agreed, at a lump-sum rate or upon presentation of evidence.

2.7 Local Personnel

This will include the hiring of a driver and will be a lump sum price.

2.8 Unforeseen Costs

In the case of contracts for services having a term of more than 6 months, an item covering unforeseen costs, amounting to 5 - 8 % of the contract value but not exceeding US \$ 15,000, can be contractually agreed.

Provided that appropriate reasons are given and the prior written approval of SFD is obtained, this item can be used to settle costs necessitated by execution of the Contract that were not foreseeable at the time the Contract was concluded, taking into account contractually agreed individual items and basic settlement principles.

3. TERMS OF PAYMENT AND SUBMISSION OF ACCOUNTS

3.1 Payments shall be effected in advance as well as upon presentation of interim and final statements of account. Payments shall be made only upon presentation of invoices, or in the case of advance payments upon presentation of requests for payments, using SFD forms designated for this purpose. All invoices requests for payment shall be submitted fourfold under separate cover.

Interim statements of account pursuant to Section 6, shall be broken down according to the items of remuneration as specified in the annexes of this Contract.

All contractually agreed payments shall be made within 45 days upon receipt of the Consulting Engineer's invoices requests for payment. Interim invoices shall be submitted by consultant every three months.

3.2 Advance Payment / Bank Guarantee and Offsetting of the Advance Payment

There will be no Advance Payment and no Offsetting of the Advance Payment

3.3 Retention

The deduction of 5% from the outstanding amounts.

3.4 Interim Statements of Account

Not later than 3 weeks following the accounting periods or at any other time, if so requested by SFD the Consulting Engineer shall submit to SFD an interim statement of account for the services actually rendered

In this period. Documentary evidence of personnel assignment shall be attached to

This interim statement of account. Payment shall be made within 45 days after receipt of the invoice to the amount established by SFD.

3.5 Final Payment

The final payment shall be effected upon the submission of the final statement of account and fulfillment of all obligations under this Contract by the Consulting Engineer. Immediately after the submission of the final statement of account, the Consulting Engineer shall reimburse to SFD those amounts paid by the latter in excess of his liability for payment to an account to be specified by SFD.

The final statement of account shall be submitted without delay after completion of the contractual services. The final payment shall be effected within 45 days following the submission of the final statement of account.

3.6 Statute of Limitations

The claims of the Consulting Engineer arising from the Contract shall become statute- barred unless they are asserted vis-a-vis SFD in writing within 3 months following the end of the contractually agreed period of assignment.

No Claims will be accepted if not reported within 30 days after the occurrence of the causes of such claims.

3.7 Terms of Payment for Procurements

Separate terms of payment may be agreed for the procurement of items of equipment.

3.8 Securities

Securities according to this Contract shall be provided as a bank guarantee according to the specimen in Section 3, Contractor documents. Such guarantees shall be issued by a bank acceptable to SFD, shall be without any time limitation and shall contain an explicit waiver of any plea or objection. Moreover, they shall be payable upon the first written demand of SFD.

3.9 Reconciliation of Accounts

Upon request of SFD, the Consulting Engineer shall reconcile the balances for each contract (down payments versus statements of account) with SFD's Financial Accounting Division once a year at a time of SFD's choice.

The Saudi Program for Drilling of Wells and Rural Development in Africa, Phase V

Appendix 1 to Section 4

Selection Criteria for Consulting Services

Project No.: P5/2021/ Republic of

Uganda

		Company		Company		Company		Company	
	Rating In %	Points, Max.	Evaluatio n	Points, Max.	Evaluatio n	Points, Max.	Evaluat ion	Points, Max.	Evaluatio n
1.Experience of the company									
a. general	5								
b. water projects	15								
c. In Africa	2								
Total 1	22								
2.Relevance of the proposed concepts and schedule of work									
a. Concept(methodology)	12								
b. Technical approach	7								
Total 2	19								
3. Technical Backstopping									
a. Staff	3								
b. Hardware	1								
c. Software (programs, co-operation)	1								
Total3.	5								
4. Consideration of local human resources	3								
Total 4	3								
5. Qualification of the proposed staff									
5.1 Expert 1 (project Manager)									
a. General qualification (education, general experience)	4								
b. Special qualification (specialization, similar projects, management experience, team-work ability)	7								
c. Regional experience	4								
d. The Saudi Program for Drilling of Wells and Rural Development in Africa experience	5								
e. French/English capacity	3								

Total 5.1	23								
5.2 Expert 2 (Team leader)									
a. General qualification (education, general experience)	4								
b. Special qualification (specialization, management similar projects, experience, team-work ability)	5								
c. regional experience	3								
d. The Saudi Program for Drilling of Wells and Rural Development in Africa experience	5								
e. French capacity	3								
Total 5.2	20								

5.3 Field Team									
a. Sufficient Number	4								
b. Overall Qualification	2								
c. Overall sectoral experience	2								
Total 5.3	8								
Total 5	53								
TOTAL 1 - 5	100								

Minimum Percentage: 70% of the Total 1-5

4. DISPUTES (Arbitration)

(Arbitration) clause, to be as follows:

If any dispute, or controversy shall arise and cannot be settled amicably, the matter in dispute shall be referred to a Board of Arbitration composed of (3) arbitrators. One arbitrator shall be nominated by each party and the third arbitrator, who shall be the chairman of the Board of Arbitration, shall be appointed by both parties.

5. Postponement and Termination

By Notice of the Client may by written notice to the Consulting Engineer at any time give prior notice of his intention to omit any part of the Services or to abandon the Services in whole or the remaining part thereof and terminate this Agreement. Unless otherwise agreed between the parties, the effective date of termination of this Agreement shall not be less than sixty (60) days after receipt of such notice. But the Consulting Engineer shall upon receipt of such notice take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.