The Republic of Uganda

German Financial Cooperation with Uganda

PROJECT: Rural Development and Food Security in Northern Uganda (RUDSEC)

Request for Proposals
for

Provision of Detailed Engineering Designs, ESIA Studies and Construction Supervision of Selected Roads under Batch 3 in Northern Uganda

EMPLOYER: MINISTRY OF LOCAL GOVERNMENT

November 2026

Reference No. *MOLG/CONS/26-27/00005/RUDSEC*

BMZ-N0:*201667468 and 201868637*

KfW Proc. No 514372

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INVITATION FOR PROPOSALS

Project ID: ***BMZ-N0:2****01667468 and 20186837*
KfW Proc*. No.*514372
Reference No. *MOLG/CONS/26-27/00005/RUDSEC*

Kampala, UGANDA,

Date 4th November 2026

1. The **Ministry of Local Government,** referred to as the "Employer" is the Project Executing Agency (PEA) for the **Rural Development and Food Security in Northern Uganda (RUDSEC) Project** and intends to engage Consultants for which this Request for Proposal (RFP) is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Consultancy Services under this project generally entail Detailed Engineering Designs, ESIA Studies and Construction Supervision for rehabilitation of selected roads under Batch 3 in the districts of **Agago, Lamwo, Oyam, Lira, Dokolo, Kaberamaido, Soroti and Serere** under the RUDSEC Project.
3. The Consultancy Services are grouped into 3 packages as shown below.

Package 1 (Acholi and **Lango Sub Region)**

No	Road Name	District	Length (km)
1	Lira Palwo –Acuru Road	Agago	17.9
2	Orii- Lapidiyenyi Road	Lamwo	20
3	Angolocom PS - Alito SC - Agang Oluto Swamp (incl. bridge)	Lira	4.8
4	Adip Swamp - Amach TC		10.1
5	Wiodyek - Adip Swamp		15.3
6	Amach TC to Amach Corner Road		7.5
	Total		**75.6**

Package 2 (Lango Sub Region)

7	Teowak – Abarolot – Awor - Acokara	Oyam	16.5
8	Abang - Atapara		8.2
9	Aleka - Odyekmwodo - Wiagaba		7.1
10	Iceme - Aloni - Otwal Railway		10.8
11	Ngai - Ariek - Opit		12.2
12	Adwoki – Bata	Dokolo	21.2
13	Iguli – Amwoma - Bardege		14.5
14	Bardege – Atabu - Adip		6.3
	Total		**96.8**

Package 3 (Teso Sub Region)

No	Road Name	District	Length (Km)
15	Gweri - Awaliwal - Olegei (Main Link)	Soroti	18.5
16	Gweri - Awaliwal - Olegei (Ogoloi Link)		3.2
17	Kateta – Osokotoit – Olagara	Serere	9.2

No	Road Name	District	Length (Km)
18	Obur – Ocorai		4.6
19	Omagara – Agonyo		10.1
20	Otoba - Ajoro – Ikiliok		9.2
21	Acamidako – Apai		7.7
22	Omarai – Bira	Kaberamaido	16.3
23	Kanyalam – Doya		4.5
	Total		**83.3**

4. The Employer now invites **Proposals** to provide the consultancy services for ***Provision of Detailed Engineering Designs, ESIA Studies and Construction Supervision of Selected Roads in the aforementioned Districts in Northern Uganda.*** Consultants may submit bids for a maximum of two packages but can only be awarded one (1) package. More details on the Services are provided in the Terms of Reference (Section VII).

5. This Request for Proposals (RFP) includes the following Sections:
   Section I Instructions to Consultants (ITC)
   Section II Data Sheet
   Section III Technical Proposal - Standard Forms
   Section IV Financial Proposal - Standard Forms
   Section V Eligibility Criteria
   Section VI KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
   Section VII Terms of Reference
   Section VIII Conditions of Contract and Contract Form

6. Bidding will be conducted by means of the National Competitive Bidding (NCB) procedure as specified in the KfW Guidelines version January 2019, for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries ("KfW Guidelines, 2019*"). May be accessed through the link: (https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/FZ-Vergaberichtlinien-V-2021-EN.pdf)*

7. The eligible Consultants may obtain further information from: Ministry of Local Government,
   Attention: Fredrick Mwesigye
   Head of Procurement and Disposal Unit,
   Plot 1 Pilkington Road, Workers House 6th Floor, Southern Wing,
   P. O. Box 7037, Kampala, Uganda, Tel: +256 414 233513
   Electronic mail address: *fredrick.mwesigye@molg.go.ug*

A complete set of bidding documents is available on the MOLG website at https://molg.go.ug/tenders/, downloadable as an electronic file. The same web page shall be used for accessing bid clarification notices and addenda where applicable.

8. Bids must be delivered to the address indicated in clause **ITC 15.6** of the bidding documents on or before **11.00 am, 3rd December 2026.** Late bids will be rejected. Bids will be publicly opened in the presence of the consultants' representatives who may choose to attend.

Ben Kumumanya
Permanent Secretary
Ministry of Local Government

PART 1 – Tendering Procedures

Section I. Instructions to Consultants

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Section I. Instructions to Consultants
General Provisions

1 Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the **Data Sheet**.

The following three selection methods can be distinguished in this one-stage RFP:

a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.

b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the **Data Sheet**. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.

c) **One-envelope submission Least Cost-Based Selection (LCS)**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g., translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

(a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.

(d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).

(e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.

(f) "Day" means a calendar day.

(g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.

(h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(i) "Government" means the government of the Employer's country.

(j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at : https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.

(k) "ITC" (Section 2 of this RFP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals.

(l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.

(m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's **Proposal**.

(n) "LOI" (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.

(o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(p) "RFP" means the Request for Proposals to be prepared by the Employer for the selection of consultants.

(q) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(r) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.

(s) "TOR" (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contracts with the selected Consultants.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants' expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

2 Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called "funds") from KfW and has allocated funds towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion or all the funds to eligible payments under the contract(s) resulting from this procurement process.

The following clause applies only if KfW is not the Employer:

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function based on the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW's approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

KfW requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4 Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity or a government-owned entity — subject to ITC 4.3.
4.2 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW's eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to all eligible Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

(a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;

(b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved;

(c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;

(d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;

(e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.

(f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.

(g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to the aforementioned provision, Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7 **General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:

a) affects in any substantial way the scope, quality, or performance of the Services; or

b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or

c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Documents Comprising the Proposal

9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).

9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.

9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

10. Proposal Validity

10.1 The validity period shall be 3 (three) months. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g., sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of Validity Period

10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

Substitution of Key Experts at Validity Extension

10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.

10.7 The replaced Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

10.8 Substitution requests shall not delay the evaluation process.

11. Clarification and Amendment of RFP

11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them.

11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the submission deadline.

12. Preparation of Proposals Specific Considerations

12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.

12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.

12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

13. Technical Proposal Format and Content

13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

14. Financial Proposal

14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the **Data Sheet** and in Section IV.

Taxes

14.2 The Consultant is responsible for meeting any and all tax liabilities in the Employer`s country arising out of the Consulting Contract, unless it is stated otherwise in the **Data Sheet**.

Tax liabilities of the Consultant outside the Employer`s country are considered to be included in the Remuneration and may not be charged separately. If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under the resulting consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

Currency of Proposal

14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the **Data Sheet**.

Currency of Payment and Payment Conditions

14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the **Data Sheet**.

14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.

Contributions by the Employer

14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:

14.6.1 Provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;

14.6.2 Provide other support and contributions as stipulated in the **Data Sheet.**

C. Submission, Opening and Evaluation

15. Submission, Sealing, and Marking of Proposals

15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.

15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

15.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the **Data Sheet**. If the envelopes and packages with the Proposal are not sealed and marked as required in the **Data Sheet**, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

15.6 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

15.7 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

16. Confidentiality

16.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

16.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

17. Opening of Proposals

17.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 17.4.

17.2 The Employer's evaluation committee shall be composed of at least two members unless otherwise detailed in the **Data Sheet**. If a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in the presence of a witness and both shall sign the opening protocol as per ITC 17.4

17.3 In case of QCBS the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20. In case of FBS and LCS the Financial Proposal will be opened together with the Technical Proposal.

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

Quality and Cost-based Selection – QCBS

17.5 In case of QCBS opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. General aspects of Evaluation

18.1 The evaluation of the Proposals shall be conducted in conformity with the provisions below. The individual evaluation steps and their sequence are depending on the form of submission and selection method chosen. This RFP differentiates between the selection methods as specified in ITC 1.1 and the detailed evaluation steps will be presented in ITC 20.2 to 20.4.

a) In case of a two-envelope submission QCBS the detailed evaluation steps will be presented in ITC 20.2

b) In case of a one-envelope submission FBS the detailed evaluation steps will be presented in ITC 20.3.

c) In case of a one-envelope submission LCS the detailed evaluation steps will be presented in ITC 20.4.

The selection method applicable for this tender is determined in the **Data Sheet**

18.2 The evaluation report(s) shall include all clarifications with consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.

18.3 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

18.4 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

18.5 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

19. Evaluation methods

19.1 The Employer shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet.**

19.2 If indicated in the **Data Sheet** evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.

b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.

c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.

d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.

e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b)/20.3 b).

19.3 A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet.**

20. Evaluation steps and sequence

20.1 Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 10.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:

a) Signed Declaration of Undertaking (Form TECH-1)

Bidders that fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. In case of QCBS their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and/or scoring system determined in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

20.2 In case of a two-envelope submission **QCBS** the following evaluation steps will be carried out in the sequence presented below:

a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.

b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b. A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.

c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.

d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and will be returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.

e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

The Proposal Score shall be calculated as per the formula presented in ITC 20.5.

The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

20.3 In case of a one-envelope submission **FBS** the following evaluation steps will be carried out in the sequence presented below:

Fixed Budget-based Selection – FBS

a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.

b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.

c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.

d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

e) The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Technical Score shall be declared the winner and invited for negotiations.

20.4 In case of a one-envelope submission **LCS** the following evaluation steps will be carried out in the sequence presented below:

Least Cost-based Selection - LCS

a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.

b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

If the lowest corrected price bid is determined technically unresponsive it will be excluded from further evaluation and the evaluation process will resume with the second lowest corrected price bid.

c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

The Consultant with the lowest corrected and technically responsive financial bid shall be declared the winner and invited for negotiations.

20.5 The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet.**

The weighted technical score is calculated as follows:

PT = WT * T, with

PT = weighted technical score (points) of a technical Proposal,

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

PF = WF * Co/C, with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

P = PF + PT.*"]*

21. Evaluation of Financial Proposals

21.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

Time Based contracts

21.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1., and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump-sum contracts

21.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal; therefore, no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

21.4 Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison if such items are not offered as per instructions in 14.1. in the **Data Sheet.**

22. Employer's Right to Reject All Proposals

22.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to consultants.

D. Negotiations and Award

23. Negotiations

23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.

23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.

Availability of Key Experts

23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical Negotiations

23.5 The scope of the contract negotiations shall be limited to the following points:

a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule.

b) clarifying any counterpart services to be provided by the Employer.

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial Negotiations

23.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

23.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

24. Conclusion of Negotiations

24.1 The negotiations are concluded with a review of the finalized draft Contract.

24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations inform the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

25. Award of Contract, Information of Consultants

25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.

25.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

The following clause applies only if KfW is not the Employer:

25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet – QCBS

<table>
<tr><th colspan="2">A. General</th></tr>
<tr><td>ITC Clause Reference</td><td></td></tr>
<tr><td>1.1</td><td>The Employer is Ministry of Local Government
The Employer is supported during the selection procedure by Implementation Support Consultant (ISC)</td></tr>
<tr><td>1.1 (a)</td><td>The selection method is two-envelope submission Quality and Cost-Based Selection (QCBS).</td></tr>
<tr><td>1.2 (b)</td><td>UGANDA</td></tr>
<tr><td>1.2 (k)</td><td>This is an open invitation for proposals. There are no shortlisted Consultants</td></tr>
<tr><td>1.3</td><td>The name of the assignment is “Provision of Detailed Engineering Designs, ESIA Studies and Construction Supervision of Selected Roads for Batch 3 in Northern Uganda”
Package 1 (Acholi and Lango Sub Region)
<table>
<tr><th>No</th><th>Road Name</th><th>District</th><th>Length (Km)</th></tr>
<tr><td>1</td><td>Lira Palwo –Acuru Road</td><td>Agago</td><td>17.9</td></tr>
<tr><td>2</td><td>Orii- Lapidiyenyi Road</td><td>Lamwo</td><td>20</td></tr>
<tr><td>3</td><td>Angolocom PS - Alito SC - Agang Oluto Swamp (incl. bridge)</td><td rowspan="4">Lira</td><td>4.8</td></tr>
<tr><td>4</td><td>Adip Swamp - Amach TC</td><td>10.1</td></tr>
<tr><td>5</td><td>Wiodyek - Adip Swamp</td><td>15.3</td></tr>
<tr><td>6</td><td>Amach TC to Amach Corner Road</td><td>7.5</td></tr>
<tr><td></td><td>Total</td><td></td><td>75.6</td></tr>
</table>
Package 2 (Lango Sub Region)
<table>
<tr><th>No</th><th>Road Name</th><th>District</th><th>Length (Km)</th></tr>
<tr><td>7</td><td>Teowak – Abarolot – Awor - Acokara</td><td rowspan="5">Oyam</td><td>16.5</td></tr>
<tr><td>8</td><td>Abang - Atapara</td><td>8.2</td></tr>
<tr><td>9</td><td>Aleka - Odyekmwodo - Wiagaba</td><td>7.1</td></tr>
<tr><td>10</td><td>Iceme - Aloni - Otwal Railway</td><td>10.8</td></tr>
<tr><td>11</td><td>Ngai - Ariek - Opit</td><td>12.2</td></tr>
<tr><td>12</td><td>Adwoki – Bata</td><td rowspan="3">Dokolo</td><td>21.2</td></tr>
<tr><td>13</td><td>Iguli – Amwoma - Bardege</td><td>14.5</td></tr>
<tr><td>14</td><td>Bardege – Atabu - Adip</td><td>6.3</td></tr>
<tr><td></td><td>Total</td><td></td><td>96.8</td></tr>
</table>
Package 3 (Teso Sub Region)
<table>
<tr><th>6</th><th>Road Name</th><th>District</th><th>Length (Km)</th></tr>
<tr><td>15</td><td>Gweri - Awaliwal - Olegei (Main Link)</td><td>Soroti</td><td>18.5</td></tr>
</table></td></tr>
</table>

	16	Gweri - Awaliwal - Olegei (Ogoloi Link)		3.2	
	17	Kateta – Osokotoit – Olagara	Serere	9.2	
	18	Obur – Ocorai		4.6	
	19	Omagara – Agonyo		10.1	
	20	Otoba - Ajoro – Ikiliok		9.2	
	21	Acamidako – Apai	Kabera maido	7.7	
	22	Omarai – Bira		16.3	
	23	Kanyalam – Doya		4.5	
		Total		**83.3**	

Consultants may submit proposals for a maximum of two packages **but can only** be awarded one (1) package.

1.4	**Pre-Proposal Conference:** A pre-proposal conference will be held on 18/11/2026 **starting at 10.00 am**. The venue shall be at the Ministry of Local Government, Plot 1 Pilkington Road, Workers House; **Fifth Floor Boardroom, Southern Wing,** Each Consultant shall be represented by not more than 2 (two) delegates. Consultants are not obliged to attend the conference. Consultants are required to contact the respective District Engineers for guidance during the site visit to **ALL** the specific roads for which they are bidding for. The District Engineer will issue a certificate of site visit to Consultant. The said Site visits shall be at the Consultant's own expense. Site visits to the selected roads are **mandatory** for intending Consultants to appreciate existing site conditions and prepare proposals from an informed point of view.
1.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: • Available project documents, reports, and maps • Introduction letters to the respective DLGs
6.1	***Not Applicable***
	B. Preparation of Proposals
11.1	The deadline for requests for clarifications by Applicants is 14 days prior to the deadline for bid submission. Clarifications requests shall be addressed to: ***Fredrick.mwesigye@molg.go.ug***
12.1. *QCBS*	**Phase1:** Detailed Engineering Designs, Environmental and Social Impact Assessment (Lump-sum) – the staff effort is estimated by the Employer at **24 person-months** as per ToR. This is indicative only, the Consultant should ensure that all resources required for executing the assignment are included in its proposal, based on their technical methodology, professional judgement and experience. **Phase 2:** Construction Supervision (time based) - the staff effort (key experts) is defined by the Employer at a **minimum** of **55 person-months** as per ToR. Staff effort below this minimum will be corrected in accordance with ITC 12.3.
12.2	An eligibility and qualification assessment is carried out based on the criteria provided in ITC 20.2 and summarised in ITC 20.2 a).

12. 3	**Phase 1: Lumpsum Remuneration** For the lump-sum remuneration (Phase 1), adjustment of the Financial Proposal is not applicable. **Phase 2: Time-based Remuneration** The Consultant's Proposal shall include the minimum staff total time-input of **55 person-months**. For the evaluation and comparison of Financial Proposals only (for the time based part of the contract): a) if Technical Proposal is based on a lower time-input than the minimum time-input indicated above, the total amount indicated in the Financial Proposal (TECH-1) shall be adjusted as follows: $F2 = F1 + (Tr - T1) * Rmax$ where, $F2$ is the adjusted amount of the Financial Proposal; $F1$ is the original amount of the Financial Proposal; $Tmin$ is the minimum time-input required in accordance with ITC 14.1; $T1$ is the time-input offered in the Technical Proposal; $Rmax$ is the highest remuneration rate for a Key Expert offered in the Financial Proposal. b) Proposals based on a higher time-input than the required minimum time-input shall not be adjusted. c) If the Consultant proposes extra staff than those specified in the RFP, the financial proposal for the extra staff shall be included in the total amounts of the proposal.
14.1	The number of working days per week shall be five (5) The contract period shall be: Phase 1: Detailed Engineering Designs, ESIA Studies, Tender Technical Inputs shall be **four (4) months** for detailed designs and ESIA studies. Phase 2: Construction Supervision implementation period shall be 15 (Fifteen months), being: • 8 months for construction supervision • 6 months (180 days) for the Defects Liability Period, and • 1 month for contract closure. For Phase 2: Please note that the period of 15 months is only indicative, as the actual period required may vary according to the conditions on each site and the performance of the contractors. The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump-sum basis for Phase 1 and Time-based basis for Phase 2 . The Consultant shall present their Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown for Phase 1 (Lump-sum) and Phase 2 (Time- based).
14.2	The Consultant shall bear all taxes applicable in Uganda arising out of the Consulting Contract. In accordance with clause 1.3.3 of the Separate Agreement for the Project VAT is deemed covered by the Employer. Withholding Tax is part of the Consultant's Corporation Income tax and it will be withheld as required by the Income Tax Act (CAP 340).
14.3	Bids must be submitted in the Currency of: Uganda Shillings (UGX)
14.5	The Employer shall pay to the Consultant the remuneration as agreed in the Special

	Conditions under Section VIII, and subject to the conditions listed therein and further in accordance with Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed (lump-sum services; or time-based services).
14.6	Not applicable
C. Submission, Opening and Evaluation	
15.1	The authorized representative of the Consultant in accordance with ITC 4.1 shall sign the proposal comprising the original documents and forms and letters in accordance with ITC 9 (Documents Comprising Proposal). All Pages of the Bid shall be sequentially numbered starting at Page 1. All Pages of the Bid shall be signed or initialled by the person signing the Bid.
15.4	The Consultant shall submit the Proposal as follows: (a) Technical Proposal: one (1) original and 4 *(four)* copies, each as paper copy and one soft copy on flash disc/Memory stick (b) Financial proposal: One (1) original and 4 (*four*) copies, each as a paper copy, and one soft copy on flash disc/Memory stick
15.5 *QCBS*	The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", Provision of Detailed Engineering Designs, ESIA Studies and Construction Supervision of Selected Roads in the Districts in Northern Uganda, reference number, name and address of the Consultant, and with a warning **"Do Not Open until 3rd November 2026 at 11.30 am"** Similarly, the original and all copies of the Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open with The Technical Proposal." The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, package number, Consultant's name and the address, and shall be clearly marked "**Do Not Open until the 11.30 am at 5th Floor Boardroom, Southern wing Workers House, Kampala"**
15.6	(a) The deadline for the submission of Proposals shall be: Date: 3rd November 2026 Time: 11.00 am [East African Standard Time} (b) The original of the Proposal shall be submitted at the following address: **Ministry of Local Government,** **Procurement Unit,** **Attn: Fredrick Mwesigye** **Head Procurement and Disposal Unit** **Plot 1 Pilkington Road, Workers House 6th Floor, Southern Wing** **P. O. Box 7037, Kampala, Uganda** **Email:** *Fredrick.mwesigye@molg.go.ug*
17.1	The opening of the Proposals will take place on: **Venue:** 5th Floor Boardroom, Southern wing Workers House, Kampala" **Date: 3rd December 2026** **Time 11.30 am** (East African standard Time)

<table>
<tr><td>17.2</td><td>The Employer (Ministry of Local Government) shall appoint the evaluation committee to be assisted by the Implementation Support Consultant (ISC).</td></tr>
<tr><td>18.4</td><td>“Not applicable”</td></tr>
<tr><td>18.5</td><td>“Not applicable”</td></tr>
<tr><td>19.1</td><td>Bids will be evaluated separately for each package. and will be based on the evaluation criteria set out in the Data Sheet only.</td></tr>
<tr><td>20.1</td><td>Signed Declaration of Undertaking (Form TECH-1)</td></tr>
<tr><td>20.2 a)</td><td>The qualification criteria are indicated below:
<table>
<tr><th>Qualification of the Bidder</th><th>Pass/Fail</th></tr>
<tr><td><u>Financial Capability</u>
The Bidder shall demonstrate the financial capacity as per form QUAL-1 and comply with the minimum requirement below:
<table>
<tr><th>Criterion</th><th>Requirement</th></tr>
<tr><td>Turnover annually</td><td>Minimum turnover
UGX 1,000,000,000 (One billion)
(Minimum average turn-over for the last three years)</td></tr>
</table>
Type of document required: QUAL-1 Financial Capacity</td><td></td></tr>
<tr><td>1. Applicant’s Experience</td><td></td></tr>
<tr><td><u>Project Experience</u>
The Consultant is requested to prove their past project experience by including references of similar (in terms of scope and complexity) projects completed during the past five (5) years in the format presented in QUAL-2. References will be considered similar if they meet the following requirements:
(i) Comparable contract size = UGX 1,000,000,000 (One billion Uganda Shillings)
(ii) Comparable scope of services: see below under 1.1
(iii) References as subcontractor are acceptable and the minimum percentage carried out by the Consultant per reference project shall be 30% (thirty percent) and the scope of services provided by the Consultant shall be clearly spelled out.
Type of document required: QUAL-2 Project Experience</td><td></td></tr>
<tr><td>1.1 Experience in implementing similar projects
Past experience shall be considered similar if it satisfies the following sub-criteria:
a) Engineering Designs [min 2 projects]
b) ESIA Studies based on WB ESS for Similar Rural Infrastructure Projects [min 2 Projects]
c) Construction Supervision [min 2 projects]
d) ESHS compliance monitoring using WB ESS [min 2 projects]
This sub-criterion is evaluated on the basis of the project references submitted in accordance with GP 2.2.1(d)(VI).</td><td></td></tr>
</table>
</td></tr>
</table>

1.2 Experience with working conditions in the rural districts of Uganda. This sub-criterion is evaluated on the basis of the project references submitted in accordance with GP 2.2.1(d)(VI).	

Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the Data Sheet.

20.2 b) i) The technical evaluation shall be carried out based on the following criteria and merit point system. No additional criteria or sub-criteria other than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.

	Evaluation Criteria		**Sub-Criteria Score**	**Overall Total score**
1.	**Concept and methodology**			**40**
1.1	Clarity and completeness of the tender		3	
1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)		7	
1.3	Proposed concepts and methods Individual Sub-Criteria Score			
a	Design	10	30	
b	ESIA Study	10		
c	Construction Supervision	10		

2.	**Qualifications of proposed staff**		**Sub-Criteria Score**	**60**
2.1	Phase 1 & 2: Team Leader / Senior Roads Engineer		9	
2.2	Phase 1 & 2: Other Key staff to be employed on the project		51	
a	Deputy Team Leader/ Measurements Engineer	6		
b	Bridge/ Structural Engineer	5		
c	Soils and Materials Engineer	5		
d	Senior Surveyor	5		
e	Environmental Specialist	8		
f	Sociologist /Community Development Specialist	8		
g	Hydrologist/ Drainage Expert	4		
h	Occupational Health and Safety Officer	5		
i	CAD/GIS Operator	2		
j	Inspectors of Works – 3 no.	3		
*Total minimum technical threshold to be considered qualified for financial opening **shall be 75 points**.*				**100**

For sub-criteria 1.3b, 2.2e, 2.2f and 2.2h a minimum aggregate score of 25% is required. If the total score of these sub-criteria is less than 25%, then the proposal will not meet the qualification requirement (even if the total score is above 75 points).

Type of Document to be submitted:		Required (yes/no)
TECH-1 Declaration of Undertaking (As per template)		Yes

	TECH-2 Comments or Suggestions on the TOR and Counterpart Staff		Yes
	TECH-3 Description of the Approach, Methodology, and Work Plan		Yes
	TECH-4 Work Schedule		*Yes*
	TECH-5 Personnel Schedule		*Yes*
	Site Visit Certificate		*Yes*
	In case one bidder presents the lowest evaluated price for two packages, the bidder shall be awarded a maximum of one package, based on the combination of proposals resulting in the highest combined total score of the 3 packages.		
20.5	The weights given to the Technical (T) and Financial (F) Proposals are as: WT = 80 %, and WF = 20 % (WF to be based on the combined financial proposal price for the two phases)		
21.1	The Financial Proposals shall be assessed using the net evaluated price excluding taxes, customs duties, etc		
25.3	The expected commencement date of the assignment is: 14 days after Contract Signature.		

Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	*Page Limit (number of pages)*
QUAL-1	Financial Capability	Open
QUAL-2	Project Experience	30
TECH-1	Declaration of Undertaking as per template provided	3
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	3
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	Open
TECH-5	Personnel Schedule (Bar Chart) Attached Curriculum Vitae (CV)	2 10

FORM QUAL-1

FINANCIAL CAPACITY STATEMENT

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with ITC 20.2 (a)

Financial data	2 years before last year[1] 2023 UGX	Year before last year 2024 UGX	Last year[1] 2025 UGX	Average[2] UGX
Annual turnover[3]				

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons who cannot present a balance sheet due to their legal status shall provide appropriate information (profit and loss statement, bank letter, etc.).

[1] Last year = last accounting year for which the entity's accounts have been closed.
[2] Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.
[3] The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

FORM QUAL-2

PROJECT EXPERIENCE

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person-months)	Name of client	Origin of funding	Dates (start / end)	Name of JV members, if any
…	…	…	…	…	…	…	…	…
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
…						…		

* If the overall project value refers to overall project cost inclusive of Consulting Services, please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

FORM TECH-1

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("**Contract**")[15]

To: ("**Project Executing Agency**")

1. We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA")[16] subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

   2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation.

   2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo pro- visions by the United Nations, the European Union or the Federal Republic of Ger- many. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

   2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Ger- many for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;

   2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

   2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA *(contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-co- operative-jurisdictions/) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For*

15 Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Coun- tries".

16 The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and re- solved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and

labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization[17] (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[18]:_____

Signature: Dated:

[3] In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

[4] In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....	.....	.....
(Place)	(Date)	(Name of the consultant)

.....
(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....	.....	.....
(Place)	(Date)	(Name of the person)

.....

(Signature)

FORM TECH-2

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On Terms of Reference

B - On Counterpart Staff and Facilities

FORM TECH-3
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Consultant to provide a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. The suggested structure of the Technical Proposal below provides guidance. In any case it shall be adjusted to the requirements of the assignment and could be limited to a) – c) or less for small and less complex assignments.

a) **Technical Approach and Methodology** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.

b) **Work Plan** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the work schedule form.

c) **Organization and Staffing** Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.

d) **Back-up Services** Please describe the envisaged backstopping by the home/head office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.

e) **Quality Control and Management** Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.

f) **Logistics:** Please describe the planned logistics and facilities for the execution of the services.

FORM TECH-4 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks [1] (T-..)	Months [2 3]											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
T-1													
T-2													
n													

1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in the form of a bar chart.
3 Include a legend, if necessary, to help read the chart.

FORM TECH-5 (INDICATIVE FORMAT)
PERSONNEL SCHEDULE (BAR CHART)

N°	Name	Position		Months [1] [2]											Total time-input [3] (in person-months)		
				1	2	3	4	5	6	7	8	9	.....	n	Internat'l	National	Total
KEY EXPERTS																	
K-1			Home Field														
K-2																	
K-3																	
n																	
													Subtotal:				
OTHER EXPERTS																	
E-1			[*Home*] [*Field*]														
E-2																	
n																	
													Subtotal:				
													Total:				

1 Months are counted from the start of the assignment/mobilization.

2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.

3 The assignment of international and national staff shall be treated separately.

▨ Full time input Part time input

FORM TECH-5
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	*[e.g., K-1, TEAM LEADER]*
Name of Expert:	*[Insert full name]*
Date of Birth:	*[day/month/year]*
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

_____
_____

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

Period	Employing organization, Source of funds, and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	*Position [e.g., advisor/consultant]* Employer…….. Source of funds……. Reference*[Tel / e-mail]*		

Membership in Professional Associations and Publications:

_____

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

_____
_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	Project Name Main project features Source of funds Period (from – to) Location/District Client Position held Responsibilities (Activities undertaken)

Section IV. Financial Proposal - Standard Forms

*[The Financial Proposal Standard Forms below shall be used for the preparation of the Financial Proposal according to the instructions provided therein and in Section II unless otherwise indicated in 14.1 of the **Data Sheet**.*

FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

Model for Financial Proposal – Overall Cost Breakdown

As per **Data Sheet** clause 14.3 the prices in our Financial Proposal are expressed in UGX.

As per **Data Sheet** clause 14.1 Phase 1 services are offered on, Lump-sum Contract while

Phase 2 services are offered on time-based contract.

In case of a lump-sum contract, the cost overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost. However, independently of the remuneration mode indicated above, Other Cost items are offered for remuneration as per requirement in Clause 14.1 of the **Data Sheet**.

Basic Services (as per TOR)

SUMMARY	Amount (UGX)
Phase 1 - Detailed Design and ESIA	
1. Fees - Key Staff	
2. Fees - Non-Key Staff	
3. Other Costs / Expenses	
Sub-Total – Phase 1	
Phase 2- Construction Supervision	
1. Fees - Key Staff	
2. Fees - Non-Key Staff	
3. Other Costs / Expenses	
Sub-Total – Phase 2	
Overall – Fees and Other Costs (net, exclusive of taxes and duties)	

Duties and Taxes

The bidder shall indicate the amount of local taxes and duties applicable for the services.

Overall – Fees and Other Costs (inclusive of taxes and duties)	

Detailed Cost Calculation (Tax Excl.)

Phase 1: Detailed Design and ESIAs (Lump-sum)

Description	Name	Unit	Qty	Rate (UGX)	Amount (UGX)
1 Key Staff					
1.1 Team Leader / Senior Roads Engineer		Person-month			
1.2 Deputy Team Leader/ Measurements Engineer		Person-month			
1.3 Bridge/Structural Engineer		Person-month			
1.4 Soils & Materials Engineer		Person-month			
1.5 Senior Surveyor		Person-month			
1.6 Environmental Specialist		Person-month			
1.7 Sociologist/Community Development Specialist		Person-month			
1.8 Hydrologist/Drainage Expert		Person-month			
1.9 CAD/GIS Operator		Person-month			
Sub Total Phase 1					

Description	Unit	Qty	Rate (UGX)	Amount (UGX)
Other Costs / Expenses				
1.1 Transportation costs (hire of vehicles, operation and maintenance, fuel, etc.)	Lump-sum	1		
1.2 Provision of survey equipment	Lump-sum	1		
1.3 Accommodation & Field Allowances for Field Staff	Lump-sum	1		
1.4 Field assessments and laboratory tests	Lump-sum	1		
1.5 Production of reports and Drawings	Lump-sum	1		
1.6 Stakeholder Engagement/workshops	Lump-sum	1		
1.7 Communication Costs (Internet, Airtime)	Lump-sum	1		
Sub-total Other Costs/Expenses				
Total – Phase 1				

Phase 2: Construction Supervision, ESIA and DLP

Description	Name	Unit	Qty	Rate (UGX)	Amount (UGX)
1. Key Staff					
1.1 Team Leader / Senior Roads Engineer		Person-months	4		
1.2 Deputy Team Leader/ Measurements Engineer		Person-months	8		
1.3 Bridge/Structural Engineer		Person-months	0.5		
1.4 Soils & Materials Engineer		Person-months	1.5		
1.5 Senior Surveyor		Person-months	1		
1.6 Environmental Specialist		Person-months	2		
1.7 Sociologist/Community Development Specialist		Person-months	1		
1.8 Occupational Health and Safety Officer		Person-months	8		

1.9 Inspector of Works (3 no.) 9x3		Person-months	27		
1.10 CAD/GIS Operator		Person-months	2		
Sub Total Key Staff			**55**		

Description	Unit	Qty	Rate (UGX)	Amount (UGX)
3. Other Costs / Expenses				
3.1 Transportation costs (hire of vehicles, operation and maintenance, fuel, etc.)	Months	8		
3.2 Accommodation & Field Allowances for Supervision Staff	Months	8		
3.3 Production of reports and Drawings	Months	8		
3.4 Provision of Personal Protective Equipment/ Safety clothing	Months	8		
3.5 Communication Costs (Internet, Airtime)	Months	8		
Sub-total Other Costs/Expenses				
Total – Phase 2				

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.

2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

   2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;

   2.2 have been

      (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

      (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;

   2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them.

   2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country.

   2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

   2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

(a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract.

(b) declare mis-procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into

allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation[5] (ILO) and international environmental treaties and;

(b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – Terms of Reference

1. INTRODUCTION

1.1 Background

These Terms of Reference (ToR) are developed within the framework of the Rural Development and Food Security in Northern Uganda (RUDSEC) project, a flagship initiative funded by the German Financial Cooperation (KfW) and implemented by the Ministry of Local Government (MoLG) of Uganda. The project is to be implemented over a five-year period (2023–2028).

The project targets the districts across the Acholi, Lango, and Teso sub-regions, areas that have historically faced significant challenges in agricultural commercialization and access due to decades of under-investment in infrastructure, compounded by the disruptive effects of wars and local conflicts in the region. Despite recent improvements and the emergence of agricultural cooperatives and agribusinesses, the region's road access remains hampered by poor transport networks, insufficient storage, and inadequate road facilities. This has resulted in low agricultural incomes, limited value addition, and constrained economic opportunities for the rural populations.

The project is rooted in the recognition that the inadequate roads and markets infrastructure is a critical bottleneck in the agricultural value chain of Northern Uganda.

An improved transport and market infrastructure would allow a year- round accessibility of agricultural productive areas, increase production and marketing opportunities and lower transport costs, thereby increasing agricultural incomes and improving access to social services. The project region would benefit further from Uganda's economic progress, and sustainable employment opportunities, both agricultural and others, would be created. This project will finance road and market infrastructure only.

1.2 Project Objectives

The aim of the RUDSEC project is to unlock agricultural production potential and increase income of small holder farmers in Northern Uganda, through rehabilitation of roads and markets infrastructure. The project aligns with Uganda's Fourth National Development Plan (NDP IV), which emphasizes sustainable industrialization, inclusive growth, and wealth creation, and is further supported by the Parish Development Model (PDM) that prioritizes investments in production, storage, processing, marketing, and infrastructure.

By focusing on the rehabilitation and modernization of road infrastructure, RUDSEC aims to catalyse local economic development, enhance agricultural productivity, and improve the livelihoods of smallholder farmers.

1.3 Partner Institutions and Implementing Entities

The Ministry of Finance, Planning and Economic Development (MOFPED) is the legal partner for external financiers and hence the signatory party to the legal agreements entered (Grant Agreement). The MoFPED, acting in the name of the Republic of Uganda, is also the recipient of the financial resources provided by KfW.

The Ministry of Local Government (MOLG) holds the primary responsibility for project implementation and closely cooperates with the Ministry of Works and Transport (MOWT) as the technical project lead and co-implementing agency, providing technical guidance and quality assurance. The MOLG by its mandate monitors and coordinates government initiatives and policies as they apply to the District Local Governments (DLGs) and supervises the DLG activities. MOLG is therefore the Project Executing Agency (PEA) for this project. MOWT serves as co-implementing agency and technical advisor for this project.

The DLGs have legal authority and responsibility for the development, maintenance and management of community roads. As such, each respective DLG is the relevant authority for the rehabilitation works implemented through this project. Project activities are therefore implemented with strong involvement of the DLGs, during the identification of eligible investments, procurement management (especially tender evaluation), and construction supervision.

There is an Implementation Support Consultant (ISC) who has been integrated as part of the Project Support Team (PST), to support PEA in all its functions, especially technical advice, project and contract management, procurement and financial management, and reporting. The ISC team provides technical support to MOWT, LGs and the PST during this process.

1.4 Intervention Areas

In line with feasibility study recommendations and based on technical criteria, it was agreed with MoLG that the project shall be implemented in the districts of Lamwo, Agago, Pader, Lira, Dokolo, Oyam, Soroti, Serere, and Kaberamaido. The project districts are shown in **Figure 1**.

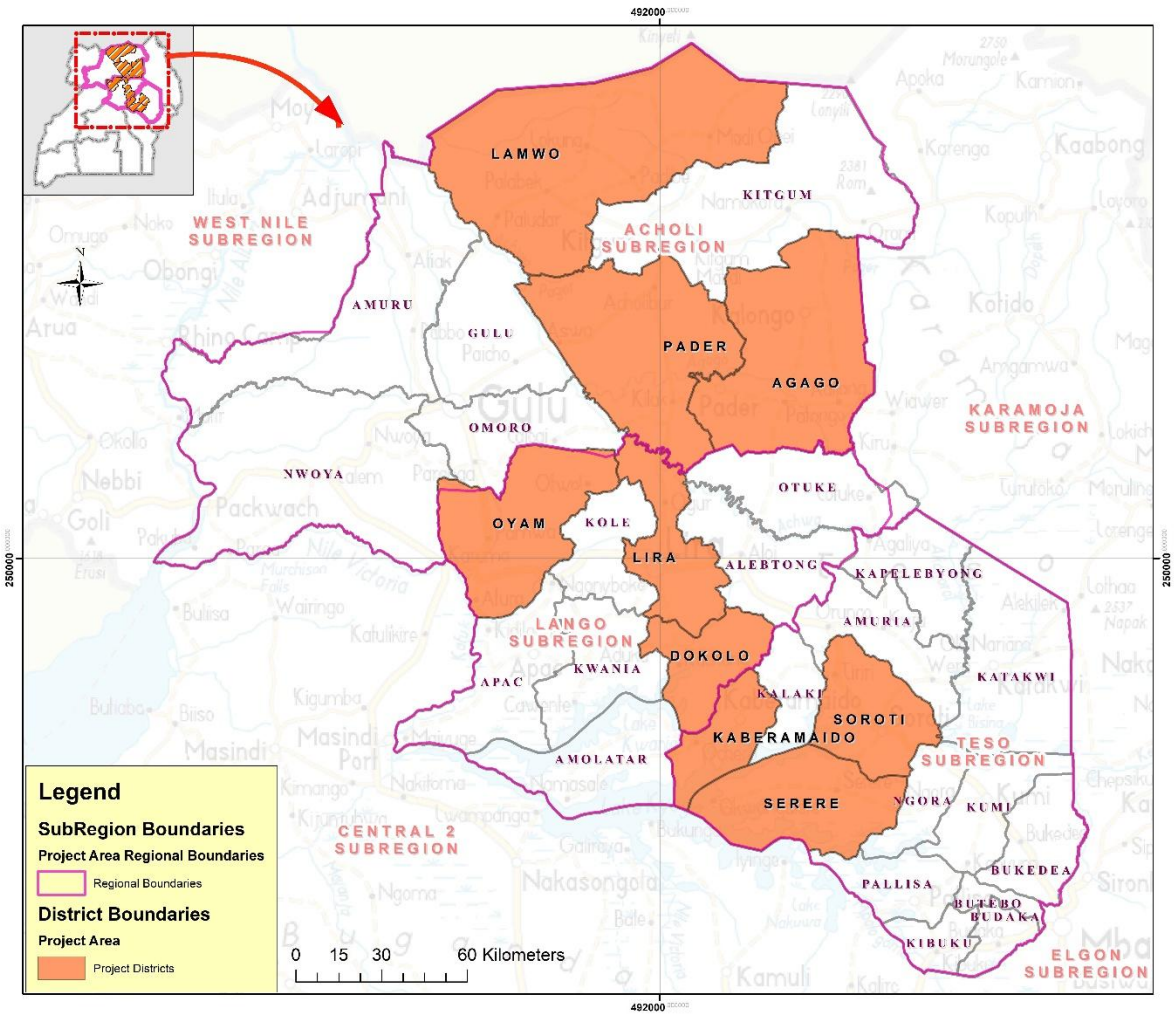


Figure 1: Project Intervention Areas

2. THE CONSULTANCY SERVICES

2.1 Objectives of the Consultancy Services

The overall objective of the assignment is to prepare detailed engineering designs, conduct Environmental and Social Impact Assessments (ESIAs) studies, provide tender technical inputs and prepare Environmental Social Management Plans (ESMP) using the approved KfW assessment tools and templates (to be provided) and undertake Construction Works Supervision in the three sub-regions of Northern Uganda (Acholi, Lango, and Teso). There shall be one consultant selected per sub-region.

2.2 Roads for Rehabilitation

The selected roads for rehabilitation under Batch 3 are shown in Table 1. The required Consultancy services are subdivided into 3 packages as shown. Consultants may submit bids for a maximum of two packages but can only be awarded one (1) package. The selected roads and packages are listed in Table 1 and the location map of the roads is shown in Figure 2.

Table 1 List of Selected Roads for Rehabilitation

District	Road Name	Length (km)	Package
Agago	Lira Palwo –Acuru	17.9	**Package 1**
Lamwo	Orii- Lapidiyenyi	20.0	
Lira	Angolocom PS - Alito SC - Agang Oluto Swamp + Bridge	4.8	
	Wiodyek - Adip Swamp	15.3	
	Adip Swamp - Amach TC	10.1	
	Amach TC to Amach Corner	7.5	
	Total Length for Package 1	**75.6**	
Oyam	Teowak – Abarolot – Awor -Acokara	16.5	**Package 2**
	Abang - Atapara	8.2	
	Aleka - Odyekmwodo - Wiagaba	7.1	
	Iceme - Aloni - Otwal Railway	10.8	
	Ngai - Ariek - Opit	12.2	
Dokolo	Adwoki – Bata	21.2	
	Iguli – Amwoma - Bardege	14.5	
	Bardege – Atabu - Adip	6.3	
	Total Length for Package 2	**96.8**	
Kaberamaido	Acamidako – Apai	7.7	**Package 3**
	Omarai – Bira	16.3	
	Kanyalam – Doya	4.5	
Soroti	Gweri - Awaliwal - Olegei (Main Link)	18.5	
	Gweri - Awaliwal - Olegei (Ogoloi Link)	3.2	
Serere	Kateta – Osokotoit – Olagara	9.2	
	Obur - Ocorai	4.6	
	Omagara - Agonyo	10.1	
	Otoba - Ajoro - Ikiliok	9.2	
	Total Length for Package 3	**83.3**	

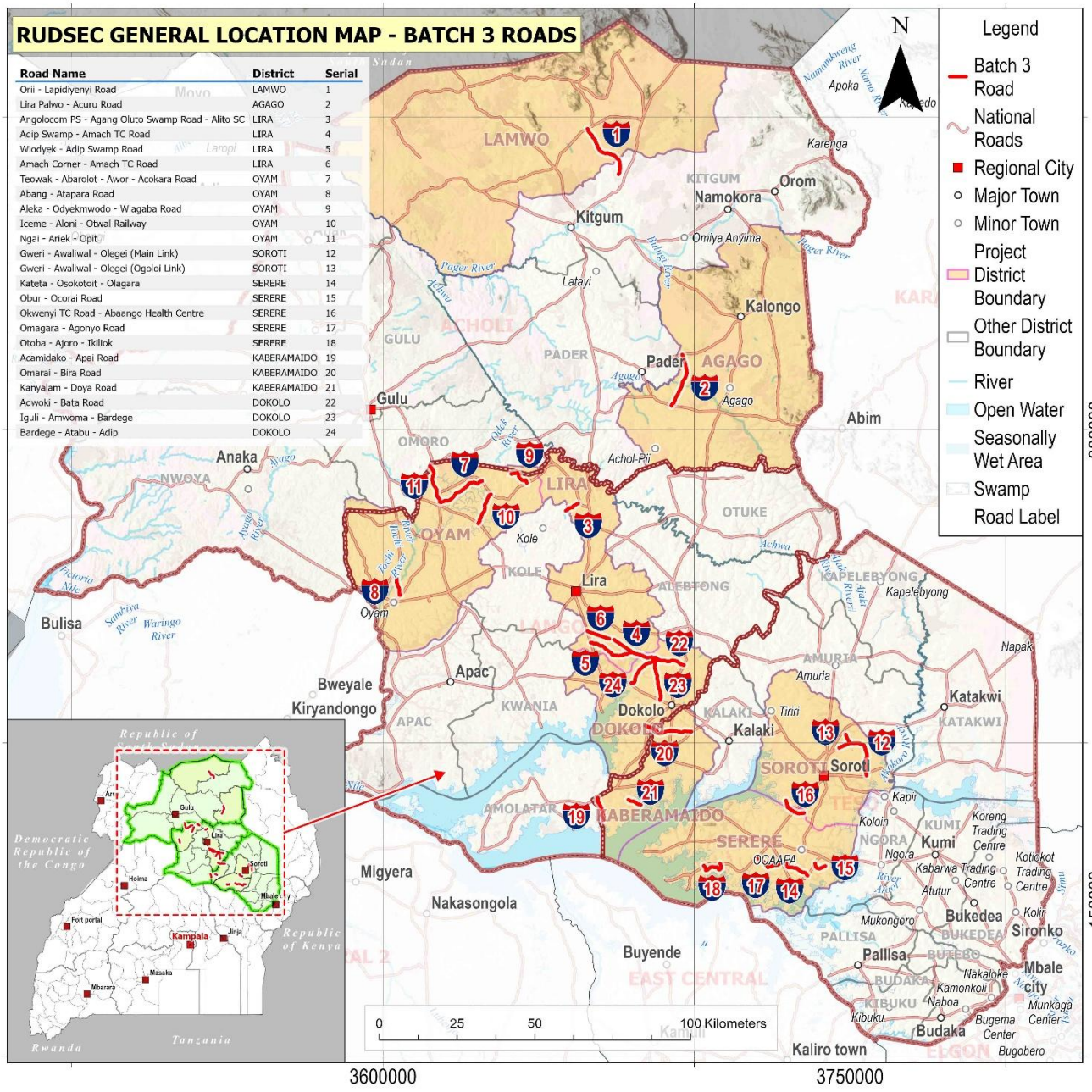


Figure 2: Map Showing Location of Selected Roads

2.3 Phases of the Assignment

The consultant will carry out the assignment in two phases.

1) Phase 1: Detailed Engineering Designs, Environmental & Social Impact Assessments Study, and tender technical inputs documentation.

2) Phase 2: Construction Supervision of the Rehabilitation Works for Selected Roads

There will be a gap of approximately 4 months between the phases while contractors prepare their tender submissions, and the client carries out the bid evaluation and contract award.

The Consultant will be expected to establish a coordination office in the respective sub-regions during construction supervision stage. There will be no need to maintain the office during the Defects Liability Period (DLP).

The timelines for the two phases are summarized in Table 2.

Table 2: Consultancy Timelines

Phase/Stage	Duration	Remarks
Detailed Engineering Designs, Environmental & Social Impact Assessment Study.	120 days (4 months)	120 days for design, ESIA study and tender technical inputs documentation
Construction Supervision, including Defects Liability Period	420 days (14 months)	Over a construction period estimated at 240 days (8 months). The Defects Liability Period shall be 180 days (6 months)

3. SCOPE OF SERVICES, DELIVERABLES, AND REPORTING

3.1.1 The consultancy services for Phase 1 shall include, but not be limited to the following:

(a) Review the available project documents.

(b) Agree with the Client the start and end points of each road and the general alignment.

(c) Prepare an Inception and Initial Assessment Report including:

- A summary of activities carried out to date.
- Maps showing the location of the roads (both in picture format at as digital data files e.g. kml).
- Overview of existing road conditions and the road environment.
- Proposed design standards (horizontal and vertical alignment, cross-sections, hydrology) including any proposed modifications to MOWT standards for district roads.
- Workplan for the remainder of the assignment.

(d) Traffic Studies: Undertake a minimum of two manual classified traffic counts per road at strategic locations approved by the Client. Traffic counts will comprise 3 consecutive days of minimum 12 hours (6 am to 6 pm) continuous counting of all two-way traffic. The vehicles / road user classes to be counted separately will include, at a minimum, pedestrians, bicycles (with/without load), tricycles (with/without load), motorbikes, boda-boda, motorized tricycles (both with and without load), animal traction (carts), saloon cars, pickup trucks (with/without load), minibus, medium bus, large bus, light truck, medium truck, heavy truck, all with and without load and with and without trailer.

At 50% of the selected locations (to be confirmed by the Client) the traffic counts will be continued for 7 days. The data obtained from the 7-day counts will be used for monitoring of the project impact.

(From the traffic count results verify that the proposed design standards set out in the Inception Report are appropriate. If not, propose any modifications to the standards for approval by the Client.

Carry out Surveys

Undertake detailed visual condition surveys of the selected roads capturing all relevant data including (but not limited to):

- Existing horizontal and vertical alignment.
- Features along the road (trading centres, schools etc).
- Trees requiring removal.
- Sections requiring heavy bush clearing.
- Existing culverts (location, type, size and condition) and missing culverts.
- Sections with weak or problematic soils.
- Sections with poor drainage requiring raising of the road formation.
- Sections requiring detailed topographical surveys (swamps and river crossings).
- Sections on steep slopes requiring lined drains.

Undertake a topographic survey of the centreline of the existing roads. Verify that the horizontal and vertical alignments meet minimum MOWT standards as set out in the approved Inception Report. Advise the Client of any sections where the minimum standards are not met and propose appropriate mitigation.

Undertake a detailed topographical survey at swamp and bridge locations. The survey should cover the full length of road between the high points either side of the watercourse. The width of the survey should be 25 metres either side of the existing road centreline except at the main water course where levels should be taken for 200 metres upstream and downstream.

(e) Determine the characteristics of the subgrade on the alignment of the existing roads as follows:

- Dynamic Cone Penetrometer (DCP) Test at 250 metre centres
- Moisture content sample collected 30 cm below the surface at 500 m centres at every second DCP point using a hand auger.
- Test pits – one pit per uniform section identified by cumulative sum analysis of the DCP results, with a minimum of one per km of road.
- Laboratory testing of test pit samples.

(f) Determine the geotechnical and soils conditions at swamp and culvert locations:

1. Hand Augering at minimum 20 metre centres over the length of the swamp crossing to a depth of 3 metre
2. Dynamic Lightweight Penetrometer (DPL) at existing/potential bridge/ box culvert locations up to 8m or to refusal.
3. Test Pits at bridge locations to appropriate depths and both disturbed and undisturbed samples recovered and tested.

(g) Carry out hydrological analysis to estimate the peak flow in the water course for the appropriate flood return period in accordance with MOWT standards as set out in the approved Inception Report. The peak flow should be adjusted for the effects of climate change based on the most recent climate projections for Uganda.

(h) Design culvert and bridge openings in the embankments to accommodate the peak flow for the appropriate flood return period. Analyse the likely implications on the proposed embankment as a result of higher flow as a result of an extreme rainfall event. Design the embankment to minimise the impact of overtopping and the time required to restore basic access.

(i) Prepare an inventory of all minor culverts and relief culverts (existing and new) including the location, description of the existing structure and details of the proposed structure to accommodate the estimated peak flow (adapted for the effects of climate change).

(j) Prepare an inventory of existing utilities that are likely to be affected by the works and estimate an appropriate provisional sum for relocation costs for inclusion in the bills of quantities.

(k) Prepare strip maps showing the geometric design and pavement requirements. One strip map is required per kilometre of road at A3 size landscape. The strip map shall reflect findings of the ESIA e.g. alignment of the road needed to avoid physical or economical displacement, destruction of valuable crops (e.g. fruit trees). The strip map must include the following information as a minimum:

- Chainages
- Plan of the road as two straight parallel lines showing the required road width, side drains (with direction of flow), mitre drains, intersections, bridges and culverts.
- Significant features such as villages.
- Horizontal alignment modifications.
- Vertical alignment of the road (long section) from 3.1.8.
- Approximate gradient at each chainage.
- Subgrade type (sandy, rocky, red soil, grey/black plastic soil).
- Rock excavation
- Height of fill.
- Gravel wearing course.

(l) Prepare detailed designs and drawings of the road sections across swamps and rivers. The drawings shall include:

Plan at a scale of 1:200 at A3 size and longitudinal section at 1:200 horizontal and 1:20 vertical at A3 size showing:

- Existing and proposed road embankment.
- Existing and proposed culverts and bridges indicting any drainage structures to be demolished, retained or modified.
- Proposed side drains, mitre drains and scour protection on the approaches to the crossing.

Cross sections at 20 metre intervals at 1:200 horizontal and 1:20 vertical at A3 size.

- Details of culverts and bridge structures in sufficient detail for construction including concrete reinforcing.

Prepare standard drawings including (but not limited to):

- Standard road cross sections
- Construction details for relief culverts, scour checks, lined drains, gabion walls
- Road signs.

(m) Obtain representative samples of gravel wearing course materials from two different sources on each project road. A minimum of three 90 kg samples are required from each source. Sampling shall be carried out in accordance with MOWT standards and good practice. Package, label and transport the samples to a materials testing laboratory recognised by the Client. Test the materials for grading, Atterberg Limits, MDD and CBR. Based on the materials test results advise the Client on the suitability of the material for gravel wearing course and recommend any modifications to the acceptance criteria for gravel wearing course material to be included in the contract specifications.

(n) Prepare Special Specifications for the Works including clauses required to ensure environmental and social protection and safety on site, with corresponding bill items and, where relevant, provisional sums. Particular attention is required to the method to be applied on site to control compaction of road formation and gravel wearing course, including the possible use of the DCP for compaction control on site.

(o) Prepare Bills of Quantities for each road using the standard format in the General Specifications for Road and Bridge Works issued by MOWT. These should be accompanied by a Preamble to the Bills of Quantities.

(p) Undertake a market price analysis and develop unit rates for key cost driver bill items. Prepare an Engineer's Confidential Cost Estimate for the Works Contracts/Packages

(q) Undertake packaging of works into practical Contract Lots with justification.

(r) Prepare the draft Engineering Design Report commensurate with the scale of the project together with all attachments covering all activities undertaken during the design and tender assistance stage.

(s) Prepare and submit Tender Technical Inputs

3.1.2 Hydrological assessment

a) Prepare layouts and standard cross-section details for side drains and mitre drains to ensure functionality, with protection against erosion and siltation, and appropriate structures giving access to homesteads along the road
b) Prepare standard details for slope stabilization on embankments including the use of bio-engineering solutions where appropriate.

3.1.3 Environmental and Social Impact Assessments

The study will involve description of the existing baseline Socio-economic and biophysical conditions of the proposed project roads, followed by a description of how the road rehabilitation will impact the environment. Based on their magnitude and significance, the possible environmental and social impacts will be evaluated, mitigation measures proposed for significant impacts. The ESIA will help to minimize negative impacts and integrate environmental and social concerns into decision-making. Based on the findings of the ESIA and as a tool to summarize the mitigation measures, an Environmental and Social Management Plan will be developed for each road.

The ESIA report shall follow and be guided by the structure defined under World Bank ESS 1.13, which includes, but is not limited to:

a) Executive summary
b) Legal and institutional Framework (short)
c) Baseline data
d) Environmental and social risks and impacts
e) Mitigation measures
f) Analysis of alternatives
g) Project Description (make reference to relevant sections of the design document)
h) Impact Assessment
i) Environmental and Social Management Plan
j) Appendices

In case national law calls for additional aspects of the content of the ESIA and regarding the involvement of authorities, the consultant shall incorporate such requirements. Further, in that case, the consultant shall guide the process of obtaining National Environmental Management Authority (NEMA) approval.

In order to cater for the points stated above, the Consultant shall:

1) Undertake rapid environmental and social assessment of the selected roads category B roads and

full Environment and Social Impact Assessment for Category B+ roads (if any).

2) Analysis of Policy, legal and institutional framework

3) Familiarise themselves with all available reports and data related to the project. Some of the documents include but are not limited to:

   - The Feasibility Study report for the RUDSEC project (2019)
   - The Environmental and Social Management Framework for RUDSEC in Northern Uganda (2023)
   - Screening report for Batch 3 roads (2026) - Attached to this RFP
   - RUDSEC Socio-economic baseline studies for project districts (2025)

4) Conduct stakeholder engagement and consultations to identify the social and environmental concerns of the community.

5) Undertake environmental and social impact assessment forecasting the potential effects of the project on various aspects like air, water, biodiversity (to include a vegetation study detailing trees likely to be impacted by road expansion as an inventory of losses), human health, and livelihoods.

6) Propose feasible environment & social mitigation measures to reduce or eliminate negative impacts. Assess potential surface water runoff disposal sites to ensure that there is minimal impact on community and private assets resulting from increased runoff from the road facility, especially from the roof and downpipes.

7) Ensure the integration of climate resilient, cumulative impacts SEA, /SH prevention and change management protocols

8) Ensure compliance with KfW and World Bank environmental and social safeguard guidelines, in particular the World Bank “Environmental and Social Framework” 2027) focusing on the following Environmental and Social Standards (ESS)**:**

   a) ESS1: Assessment and Management of Environmental and Social Risks and Impacts,
   b) ESS2 Labor and Working Conditions,
   c) ESS3 Resource Efficiency and Pollution Prevention and Management,
   d) ESS4: Community Health and Safety,
   e) ESS5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement,
   f) ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources
   g) ESS10: Stakeholder Engagement and Information Disclosure

   In addition, existing Local and National Policies, Laws, Regulations, & Guidelines as well as the social safeguards polices of Uganda (The National Environmental Act, 2019 requirements), including Institutional Frameworks should be considered.

9) Develop an Environmental and Social Management Plan (ESMP) using the KfW approved site assessment tool and other relevant E&S templates provided by KfW for each road site, including estimated costs of the mitigation measures and monitoring. The ESMP shall outline, but not be limited to:

   - the mitigation/enhancement measures,
   - monitoring arrangements and responsibilities,
   - consultative and institutional strengthening measures to prevent, minimize, mitigate or compensate for adverse environmental and social impacts and,
   - to enhance the beneficial impacts

- Develop management plans covering all relevant WB ESS requirements.
- Review the existing Grievance Redress Mechanism.

3.2 Phase 2: Construction Supervision

This Phase involves construction supervision and management of the roads rehabilitation works Contracts, ensuring adherence to quality, time, and cost controls, as well as compliance with environmental, social, occupational health and safety standards.

The consultant shall take over the role of the Engineer in accordance with the terms and Conditions of the Works in all matters concerning the works contract and execution of the works.

The Consultant Shall:

- Undertake contract administration covering contractor personnel, machinery, tools and equipment, time scheduling, cost control, etc.
- Conduct regular site inspections and ensure that the work complies with provisions of the contract documents
- Ensure that the contractor complies with the provisions of KfW and Uganda Codes of Conduct
- Check the quality of the materials and the conformity of the works to the specifications.
- Ensure that the environmental integrity of the project area is protected and maintained during the implementation of the Construction Contract;
- Ensure the contractor and their personnel adhere to the required occupational health and safety standards for the construction works.
- Supervise the implementation of the measures set out in the ESMP and report weekly on the Contractor's compliance with the approved ESMP and mitigation measures.
- Ensure that all parties on the Contract observe the social safeguards management standards to ensure that the road infrastructure are constructed within the socially acceptable standards.
- Supervise the construction Contract and ensure that occupational and public health and safety conditions in the project area are enhanced.
- Provide a weekly Contractor ESHS compliance register for each site to monitor the ESHS issues raised and closed out to assist in the identification of systemic weakness or adverse trends. Follow-up on the resolution of any ESHS related complaints or grievances;
- Ensure, to the extent possible, that construction works won’t create any physical displacement or extend beyond the space acquired through voluntary consents
- Conduct monthly site meetings, with relevant stakeholders such as the Employer, DLG, Contractor, ISC, among others. The Consultant shall prepare and circulate minutes of these meetings.
- Review and certify the claims /invoices issued by the Contractor.
- Propose to the Employer any changes or adaptations to the project that arise during execution, estimates of the financial and contractual impact and the possible preparation of amendments to the contracts and corresponding service orders with the prior agreement of the Employer.
- Compile and submit monthly progress reports of the works (including a digital photo album) relating to the before, during and after status of the works.
- Facilitate the handover and post-construction defects liability processes.

3.3 Defects Liability Period

The Defects Liability Period (DLP) for this project shall be 180 days. This aspect should be clearly stated in the works' tender documents and the pre-bid meetings. The Consultant is not required to maintain a permanent presence on site during the DLP. The Consultant shall undertake a joint inspection of the works with the Contractors and prepare a list of defects for rectification 30 days before the end of the defect's liability period.

Following the rectification of any defects and fulfilment of all environmental requirements, the Consultant will carry out a final inspection of the works together with the DLG and MoLG representatives and recommend the issue of completion certificates. The Consultant will prepare a consolidated Completion Report together with the "as-built" drawings of the roads and forward the Contractor's final payment certificates to the Client.

3.4 Deliverables and Reporting

The contractual deadlines for the performance of the services required are defined in Table **4** in relation to the deliverables to be provided during the implementation of the assignment.

3.4.1 Phase1: Detailed Engineering Design, ESIA Study and Tender technical inputs documentation (Lumpsum contract)

The Deliverables and minimum contents for the activities under phase 1 of the assignment are summarised in **Table 3**.

Table 3: Design, ESIA Study and Tender Technical Inputs Documentation

Expected Outputs/ Reports	Minimum Contents	Submission Date
Inception & Initial Assessment Report (2 paper and 1 Electronic copy)	This should include any comments from the available documents review, confirmation of design standards, design basis and approach, initial assessment findings, Staff mobilisation status, confirmation of technical methodology and updated work plan, Checklist/ questionnaires to be used in the administration of interviews, among others.	15 days after the date of commencement
Draft Engineering Design Report 2 paper and 1 Electronic copy)	This should contain detailed condition assessment findings, location map, proposed engineering interventions, engineering designs, pavement designs, geometric designs, drainage designs, drawings, specifications, proposed construction schedule, confidential cost estimate (under separate cover), packaging Lots, proposed Contract Lot and construction duration.	90 days after commencement
Draft ESIA Report (Project Briefs)	Detailed condition assessment findings, location map, proposed environmental and social baseline studies (with an inventory of trees in the ROW - likely to be lost) analysis of the legal framework and KfW special requirements, stakeholder engagement, impact analysis and environmental and social management plan (ESMP), GRM, and management plans covering all relevant WB ESS requirements	90 days after commencement
Final ESIA Report (Project Brief)	As above but with comments incorporated and final Environmental and Social Management Plan (ESMP) including schedules of affected and proposed trees for planting.	120 days after commencement

Final Engineering Design Report (2 paper and 1 Electronic copy)	• Final Engineering Design Report • Final Bills of Quantities and cost estimates, • Special Specifications • Final Books of Drawings	120 days after commencement

The Consultants shall submit and present the Reports (inception Report, Draft Detailed Engineering Design Report, and ESIAs/ Project Briefs) at meetings organized and facilitated by the client. At each meeting, the consultant will make PowerPoint presentations and provide concise reports for discussion. The meetings shall be held within 10 days after submission of the reports.

3.4.2 Phase 2: Construction Supervision (Time-based contract)

The Deliverables and minimum contents for the activities under Phase 2 of the assignment are summarised in **Table 4**.

Table 4: Construction Supervision Deliverables

Expected Outputs/ Reports	Minimum Contents	Submission Date
Monthly Progress Reports (2 paper and 1 Electronic copy)	These should include the financial and physical progress; progress photos with date imprint; critical issues that need to be addressed. In addition, interim payment applications, minutes of site meetings. The monthly progress report shall also include a detailed section on the implementation of ESHS-safeguard measures stipulated in the ESMP.	By the 10th day of the following month.
Practical Completion Report (2 paper and 1 Electronic copy)		240 days after commencement of Construction (depending on progress with the works)
Final Account and Completion Report (2 paper and 1 Electronic copy)		210 days after Practical completion

4 TECHNICAL STANDARDS AND REQUIREMENTS

4.1 Design Standards

All designs and documentation shall be done in accordance with the Ministry of Works and Transport Design Standards and latest published General Specifications. Specifically, the MOWT District Road Design Manuals will govern the designs. For drainage and bridge designs, the MOWT latest design drainage design manual shall be used. Wherever necessary, reference shall be made to the MOWT gravel road design manuals. However, the Consultant is expected to propose updates and modifications to the standards from their own experience and regional good practice for approval by the Client.

In principle, both District Roads (DR) and Community Access Roads (CAR) are eligible for rehabilitation. The selected community access roads are to be upgraded to the District Road Class III technical standard with a minimum carriageway width of 4.5 m.

It has been agreed that any road rehabilitation work under the Project that results in the upgrade of CAR roads to District Class III roads shall result in the formal inclusion of these upgraded District Class III roads into the Uganda Road Fund roster for O&M funding. The approval by the Minister of Works and Transport, upon submission by the District Councils, of the inclusion of the roads to be upgraded into the URF roster shall be sought.

The budget available for the road component will be equally distributed across the districts. Decisions about the types of investments, however, will need to be done on the basis of the respective district priorities and the results of the investment prioritization report in liaison with the ISC.

4.2 Drainage Designs

The finished road levels must be at least 0.5 metres above the natural ground level or the invert level of the side drain to facilitate effective drainage of the carriageway and prevent ingress of moisture into the road base and gravel wearing course. In flat and low-lying areas, it will be necessary to include layers of compacted fill material to raise the road level prior to applying the gravel wearing course.

All road investments will include the rehabilitation of drainage structures along the road alignment and, if necessary, the rehabilitation/establishment of adequately dimensioned crossing structures of swamps and river courses such as bridges, and box and pipe culverts. Generally, the rehabilitation of roads shall ensure that they are trafficable under all weather conditions, including during excessive rains.

The river crossing structures with comparatively high unit costs are eligible for financing under the project but require explicit justification with respect to the project development objective (e.g., number of farmers connected to markets), given that investments in these structures would reduce the number of road kilometres that can be rehabilitated.

4.3 District Roads Classification System

In principle, all four road types outlined in **Table 5** are eligible for the program. District Class I roads are upgraded stepwise to Low- Cost-Sealing (LCS) roads covering 80% of the Ugandan road network by 2040 (Uganda Vision 2040). A similar rehabilitation of a Community Access Road entails its upgrading to a District Class III Road.

Table 5 – Road Classification System

Class	Definition
District Class I Roads	District Class I roads serve national interests in that they satisfy criteria established for secondary and/or tertiary road systems of MOWT's Trunk Road Network. District Class I roads will be candidates for eventual up- grading to the Trunk Road network after which they become the responsibility of UNRA for maintenance and further development. District Class I roads, to qualify for upgrading to MoWT jurisdiction, need to be engineered and constructed to Trunk Road standards.
District Class II Roads	District Class II roads provide the basic internal transport needs of the district. District Class II roads connect to UNRA secondary or tertiary road systems, interconnect the district capital and county administrative centres, and provide direct access for district population centres to district health, educational, marketing, and administrative facilities. Such roads generally have a gravel surface and carry, on average, twenty or more motorized vehicles per day.
District Class III Roads	District Class III roads (including cul-de-sacs) are typically low motorized traffic volume roads extending into the districts' lightly populated peripheral regions. District Class III roads may, at times, serve as connectors to and/or between district class II roads, but generally do not provide direct routing to major public activity centres. Such roads generally have an earth/gravel surface and carry, on average, less than twenty motorized vehicles per day
Community Access Roads	In Uganda, the community access road (CARs) network comprises an extensive system of low motorized traffic volume, usually dry weather only, earth roads serving primarily pedestrians, bicycles and animal drawn carts. Neither inventory/condition surveys detailing the actual ex- tent and condition of this network, nor any clear definition of design class or appropriate design standard exist at present. Under this project CARs are eligible for rehabilitation under this program and will be upgraded to District Class III Standards.

4.4 Survey Control Network

The Consultant's topographic surveys do not have to be referenced to the National Network, but intervisible benchmarks shall be established at the swamp and bridge locations to be surveyed. The positional and level data shall be recorded at a maximum of 10m intervals along the road centreline.

Along existing road alignment corridors, the existing centreline of the road will be picked up at 10 m intervals except at swamp/bridge/box culvert locations where detailed surveys are required. The width of the survey corridor shall consider the extent of the embankment and cut slopes and the general ground profile. At swamps and rivers crossings the survey shall extend 25 metres either side of the existing road centreline except at the main water course where levels should be taken for 100 metres upstream and downstream.

Details of all features shall be recorded and data available in xyz format for production of a digital terrain model (DTM) which shall provide the basis for the detailed design and the as-built drawings to be submitted to the Client upon completion.

Tolerance for the surveys shall be in accordance with the conventional ground survey specifications.

4.5 Climate Resilient and Site Adapted Design and Implementation

Climate change is institutionally anchored in the Ugandan Ministry for Water and Environment (MWE) at its Climate Change Department (CCD). The main objective for the establishment of the CCD is the strengthening of Uganda's implementation of the United Nations Framework Convention on Climate Change (UNFCCC) and its Kyoto Protocol (KP).

In this context project interventions shall focus on the construction of climate-proofed infrastructure. However, applicable design guidelines only give limited indications regarding the hydraulic design that is an essential element for climate adaptation.

Observations in the field confirm the challenges regarding the sustainability of rural roads under the given circumstances. Heavy rainfall and flash floods result in the washout of valuable construction material, accelerate the erosion processes and show their degrading impact on the road. The overall depletion of construction material (gravel) aggravates the situation. The effectiveness of the road drainage system is an important aspect to mitigate some of these challenges.

Special emphasis should be given to several aspects, e.g., a proper dimension of the drainage structures during the design phase. The effective cross sections of drainage ditches, culverts etc. should be determined thoroughly. In the case of river courses crossing the stretch to be rehabilitated, a detailed hydrological assessment of the respective catchment is required. Upon completion, the functionality of drains is threatened if they are (partially) filled by riparian in order to create access to their homesteads. To address this critical management issue, it is recommended to find acceptable technical solutions in the design, e.g., the implementation of fords filled with rocks/stones (as culverts for all the multiple homesteads might be too expensive) in combination with sensitization of the concerned individuals.

Climate adaptation is also expected to result in elevated local embankments in flood-prone areas, slope stabilization measures and general erosion protection improvements. The hydrological understanding of the context regarding the evacuation of surface run-off within the catchment is essential to take appropriate measures. Besides the above-mentioned overall analysis of the local hydrology, a review of typical damage to roads and structures from floods, heavy rain etc., a review of specific local historical damage profiles and a presentation of differentiated, appropriate solutions for the improved roads shall be required. Such analysis can result in the selection of higher rainfall return periods and/or higher peak rainfalls as this was the case previously. For the construction of climate-proof roads, a typical increase of flows ranging between 15 and 50% was observed in other tropical countries, leading to higher expected construction costs which have to be taken into consideration in the unit costs to be applied in the project.

4.6 Soils and Materials Investigations

Dynamic Cone Penetrometer (DCP) Testing: At 250 metre centres to depth of 80 cm alternating left and right side of the road. Moisture content sample collected 30 cm below the surface at 500 m centres at every second DCP point using a hand auger.

Test Pits: One pit per uniform section identified by cumulative sum analysis of the DCP results, with a minimum of one per km of road. Test pits dug to at least 0.5m below the natural subgrade level and large enough for collection of minimum 100kg sample. The holes must be backfilled to the original finished road level on the same day. Backfilling must be done in layers not exceeding 150mm in thickness, and the material must be moistened, thoroughly mixed and compacted. Package, label and transport the samples to a materials testing laboratory recognised by the Client.

The following tests shall be done on the recovered disturbed samples:

- Sieve Analysis
- Classification tests
- Natural Moisture
- Compaction (2 point @ 90 & 93%)
- CBR (3 point)

Laboratory testing shall be carried out to MoWT standards.

Swamp Crossings: Hand Augering up to 3 m shall be done with sampling @1m depth intervals. Sieve Analysis and Atterberg limits testing will be undertaken on the recovered samples. Augering shall be carried out at minimum 20 metre centres over the length of the swamp crossing.

Dynamic Lightweight Penetrometer (DPL): This will be done at existing/potential bridge/ box culvert locations up to 8m or to refusal.

Test Pits at Bridge Locations: Test Pits up to appropriate depths shall be done and both disturbed and **undisturbed** samples recovered. On disturbed samples, sieve analysis and Atterberg limit test will be done while for the undisturbed samples, shear and consolidation tests will be conducted.

Material Investigations: The Consultant is expected to identify at least two potential sources of gravel for wearing course along or within reasonable haulage distance for use by the Contractor on each project road. Coordinates and sketch maps together with estimated quantities will be determined by the Consultant. Sieve Analysis, Atterberg limits and 3-point CBR shall be used be undertaken on the gravel samples by the Consultant.

Also, identification of existing sources of aggregates (for concrete) and availability of suppliers of other critical materials like precast concrete culverts shall be done.

4.7 Environmental and Social Safeguards

The Consultant shall:

1) Ensure that environmental and social aspects/ requirements are incorporated in the Bill of Quantities
2) Ensure that Occupational Health and Safety (OHS) measures are incorporated in the Bill of Quantities.

4.8 Project Risk Assessment

The Consultant will prepare a Risk Matrix based on similar works outlining some of the issues that may affect the timely project as well as quality of works.

5 FACILITIES TO BE PROVIDED BY THE CLIENT

- Available project documents, reports, and maps
- Introduction letters to the respective MDAs and DLGs
- KfW procurement guidelines and Standard Bidding Documents

6 FACILITIES TO BE PROVIDED BY THE CONSULTANT

The Consultant must ensure that its staff/experts are adequately supported and equipped. The Consultant must ensure that there is sufficient administrative and management provision to enable experts to concentrate on their primary responsibilities.

The Consultant must be in position to provide funds as necessary to support their services under the Contract and to ensure that its employees are paid regularly and in a timely manner.

The Consultant shall be responsible for:

1) Employing well qualified and competent professional staff at all times in the execution of the study.
2) Provision of a computer including the necessary software and printer for each long-term staff member and short-term consultant. The cost of the computers, software and printers is included in the fee rates.
3) Own office consumables.
4) Staff accommodation including per diems while in the field.

5) Office accommodation in the sub-region including office furniture and other necessary equipment.

6) Make all necessary arrangements for carrying out the services and supporting the staff assigned to the project. This shall include office and living accommodation, equipment, transport, telecommunications, office, and other supplies.

7 EXPERTISE AND QUALIFICATION REQUIREMENTS

General Requirements

The Consultant shall provide suitably qualified, experienced, and competent personnel for these services. The whole team will be managed by a Team Leader who shall represent the Consultant in performing the services. The Team Leader should have a good ability to communicate and write in English.

The Consultant's professional staff shall have considerable knowledge and personal experience in the provision of similar services. The Consultant shall propose a team of experts that is fully able to deliver the services in accordance with the technical requirements defined in this Statement of Requirements.

The team composition of key and non-key staff proposed by the Consultant shall cover all the areas of expertise defined in the relevant section of Technical Requirements. The Consultant shall submit CVs for all key and non-key staff including Statements of Exclusivity and Availability for the project.

Replacement or temporary substitution shall not be permitted unless in an emergency or under very exceptional circumstances.

The key and non-key professional staff to be provided by the Consultant shall be sufficient to cover the Design, ESIA, and Construction Supervision services. The timing and inputs of each professional staff member shall be in accordance with the project duration.

The Consultant shall also provide the support staff (not necessarily limited to the ones mentioned), technical and non-technical, that are needed for the duration of the services.

Phase 1 (Design, ESIA and Tender technical inputs) will be carried out under a lump-sum contract. Phase 2 (Construction Supervision) shall be carried out under a time-based contract.

Key Staff

The staff effort (Key Experts) for Phase 1 (lumpsum-based) of the assignment is estimated by the Client at **24.0 person-months** (this is indicative only and the Consultant can provide a higher or lower staff effort in line with its proposal). The staff effort (Key Experts) for Phase 2 (time-based) is set at a minimum of **55 person- months** as per **Table 6**.

The Consultant should make its own assessment of the staffing input required for the assignment; however, for Phase 2 as a minimum, the Consultant should maintain the key expert staff positions and the minimum time allocation as outlined in **Table 6**. Only CVs of the key experts will be evaluated. Other non-key experts may be added, but their CVs will not be evaluated. The list of required Key staff positions and the client’s estimated inputs are indicated in **Table 6**.

Table 6: Staff Effort, Qualifications & Key Experts

Phase 1: Detailed Engineering Design, ESIA				
Position	**Qualifications**	**Staff Effort***		
		Detailed Engineering Design	ESIA / ESMP	Total Inputs
1) Team Leader / Senior Roads Engineer	A registered Engineer with a valid practicing license from the Engineers Registration Board (ERB) Minimum bachelor's degree in civil engineering from a recognized University. • Minimum of 15 years' post-qualification experience, of which 5 years must be in a team leadership position. • Minimum of 10 years of experience in the design of rural unpaved roads and bridges. • Have proven ability to manage and administer road design of this nature with at least 2 similar projects as Team Leader/Resident Engineer. • Experience in managing FIDIC-based contracts is an added advantage • Fluency in written and spoken English is mandatory			
2) Deputy Team Leader/ Measurements Engineer	Must be a registered engineer with a valid practising license • Minimum of a bachelor's degree in civil engineering from a recognized University. • Minimum of 10 years' post-qualification experience, of which 5 years must be in the design and construction of roads and bridges projects, including at least one rural gravel road design assignment • Must have proven ability to deliver road design projects and proficiency in AutoCAD, AutoCAD Civil 3D or other appropriate design software. Knowledge of GIS is an added advantage. • Experience in preparation of road designs, drawings, and Priced Bills of Quantities (BOQ) for at least two road projects.			

Phase 1: Detailed Engineering Design, ESIA				
Position	**Qualifications**	**Staff Effort***		
		Detailed Engineering Design	ESIA / ESMP	Total Inputs
	• Minimum of 3 years specific experience as Measurement Engineer/Deputy Resident Engineer on road construction projects • Proven experience in supervision of road contracts, measurement of works, management of site teams, and reporting • Fluency in written and spoken English is mandatory			
3) Bridge/ Structural Engineer	Must be a registered engineer with a valid practising license • Minimum bachelor's degree in civil engineering from a recognized University. • Minimum of 10 years' post-qualification experience, of which 6 years must be in design and construction of bridges and road drainage structures. • Proficiency in the use of bridge design software such as STAAD, MIDAS, or similar software. • Responsibility for the design of a least two bridges/drainage structures on projects of similar nature. • Fluency in written and spoken English is mandatory.			
4) Soils and Materials Engineer	Must be a registered engineer with a valid practicing license • Minimum bachelor's degree in civil engineering or other relevant discipline. • Minimum of 10 years' post-qualification experience of which 5 years must be as a materials engineer conducting geotechnical and materials investigations, testing of road construction materials on rural road projects or of similar nature... • Fluency in written and spoken English is mandatory			

Phase 1: Detailed Engineering Design, ESIA				
Position	**Qualifications**	**Staff Effort***		
		Detailed Engineering Design	ESIA / ESMP	Total Inputs
5) Senior Surveyor	Qualified and competent registered surveyor with a valid practising license ▪ Minimum bachelor's degree in surveying. ▪ Minimum 8 years' experience in surveying for design, construction, route location and topography, topographic and cadastral surveys for design and construction of roads and structures.			
6) Environmental Specialist	A registered Environmental Specialist with a valid practicing license from NEMA. ▪ Minimum bachelor's degree in environmental science or biological science discipline or other relevant discipline. ▪ Minimum 8 years' post-qualification experience in environmental management for road construction projects with a valid license to practice in Uganda. ▪ Minimum participation in the drafting of 10 ESIA and ESMP according to World Bank Environmental and Social Standards for infrastructure development projects. ▪ Proficiency in written and spoken English is mandatory, and the ability to communicate ideas freely and easily is essential. Knowledge of the project area's local languages is an added advantage.			
7) Sociologist /Community Development Specialist	▪ Minimum bachelor's degree in social science, social development studies, or any other related equivalent discipline to social management. ▪ He / She should have at least five (5) years' experience in community development, social surveys, and qualitative data collection.			

Phase 1: Detailed Engineering Design, ESIA				
Position	**Qualifications**	**Staff Effort***		
		Detailed Engineering Design	ESIA / ESMP	Total Inputs
	▪ Should have relevant experience in working with land acquisition, social risk and impacts assessments, gender sensitivities and risks, stakeholder engagement and consultation processes. ▪ Experience in at least 2 projects/assignments governed by World Bank ESS ▪ He/she must have carried out at least 2 similar assignments. ▪ Ability to communicate in the local dialect(s) will be an added advantage. ▪ Fluency in written and spoken English is mandatory.			
8) Hydrologist/ Drainage Expert	Minimum Bachelor's Degree in Civil Engineering from a recognized institution ▪ Minimum of 8 years' post-qualification experience in the collection, analysis and processing of meteorological and hydrological data and hydrological model development. ▪ At least 5 years of relevant l experience in undertaking hydrological analysis and hydraulic design of minor and major drainage structures on road design projects with proficiency in relevant software such as HECRAS, HY-8 and Arc-GIS among others. ▪ Minimum bachelor's degree in civil engineering from a recognized University. ▪ Fluency in written and spoken English is mandatory.			
9). CAD/GIS Operator	▪ Minimum bachelor's degree in civil engineering/			

Phase 1: Detailed Engineering Design, ESIA				
Position	**Qualifications**	**Staff Effort***		
		Detailed Engineering Design	ESIA / ESMP	Total Inputs
	surveying/geomatics from a recognized institution ▪ Minimum 5 years' experience in the production of Road CAD drawings and GIS Maps ▪ Experience in conducting ESIA is an added advantage			
	Total			

To be determined by the Consultant

Phase 2 Construction Supervision, E&S monitoring and DLP

Position	Qualification	Construction Supervision, E&S monitoring and DLP
		Staff Effort
1) Team Leader / Senior Roads Engineer	A registered Engineer with a valid practicing license from the Engineers Registration Board (ERB) Minimum bachelor's degree in civil engineering from a recognized University. • Minimum of 15 years' post-qualification experience, of which 5 years must be in a team leadership position. • Minimum of 10 years of experience in the design of rural unpaved roads and bridges. • Have proven ability to manage and administer road design of this nature with at least 2 similar projects as Team Leader/Resident Engineer. • Experience in managing FIDIC-based contracts is an added advantage • Fluency in written and spoken English is mandatory	4.0
2) Deputy Team Leader/ Measurements Engineer	Must be a registered engineer with a valid practising license • Minimum of a bachelor's degree in civil engineering from a recognized University. • Minimum of 10 years' post-qualification experience, of which 5 years must be in the design and construction of roads and bridges projects, including at least one rural gravel road design assignment • Must have proven ability to deliver road design projects and proficiency in AutoCAD, AutoCAD Civil 3D or other appropriate design software. Knowledge of GIS is an added advantage. • Experience in preparation of road designs, drawings, and Priced Bills of Quantities (BOQ) for at least two road projects.	8.0

Position	Qualification	Construction Supervision, E&S monitoring and DLP Staff Effort
	• Minimum of 3 years specific experience as Measurement Engineer/Deputy Resident Engineer on road construction projects • Proven experience in supervision of road contracts, measurement of works, management of site teams, and reporting • Fluency in written and spoken English is mandatory	
3) Bridge/ Structural Engineer	Must be a registered engineer with a valid practising license • Minimum bachelor's degree in civil engineering from a recognized University. • Minimum of 10 years' post-qualification experience, of which 6 years must be in design and construction of bridges and road drainage structures. • Proficiency in the use of bridge design software such as STAAD, MIDAS, or similar software. • Responsibility for the design of a least two bridges/drainage structures on projects of similar nature. • Fluency in written and spoken English is mandatory.	0.5
4) Soils and Materials Engineer	Must be a registered engineer with a valid practicing license • Minimum bachelor's degree in civil engineering or other relevant discipline. • Minimum of 10 years' post-qualification experience of which 5 years must be as a materials engineer conducting geotechnical and materials investigations, testing of road construction materials on rural road projects or of similar nature... • Fluency in written and spoken English is mandatory	1.5

Position	Qualification	Construction Supervision, E&S monitoring and DLP
		Staff Effort
5) Senior Surveyor	Qualified and competent registered surveyor with a valid practising license ▪ Minimum bachelor's degree in surveying. ▪ Minimum 8 years' experience in surveying for design, construction, route location and topography, topographic and cadastral surveys for design and construction of roads and structures.	1.0
6) Environmental Specialist	A registered Environmental Specialist with a valid practicing license from NEMA. ▪ Minimum bachelor's degree in environmental science or biological science discipline or other relevant discipline. ▪ Minimum 8 years' post-qualification experience in environmental management for road construction projects with a valid license to practice in Uganda. ▪ Minimum participation in the drafting of 10 ESIA and ESMP according to World Bank Environmental and Social Standards for infrastructure development projects. ▪ Proficiency in written and spoken English is mandatory, and the ability to communicate ideas freely and easily is essential. Knowledge of the project area's local languages is an added advantage.	2.0
7) Sociologist / Community Development specialist	▪ Minimum bachelor's degree in social science, social development studies, or any other related equivalent discipline to social management. ▪ He / She should have at least five (5) years' experience in community development, social surveys, and qualitative data collection.	1.0

Position	Qualification	Construction Supervision, E&S monitoring and DLP Staff Effort
	▪ Should have relevant experience in working with land acquisition, social risk and impacts assessments, gender sensitivities and risks, stakeholder engagement and consultation processes. ▪ Experience in at least 2 projects/assignments governed by World Bank ESS or those of similar development partners. ▪ He/she must have carried out at least 2 similar assignments. ▪ Ability to communicate in the local dialect(s) will be an added advantage. ▪ Fluency in written and spoken English is mandatory.	
8) CAD/GIS Operator	▪ Minimum bachelor's degree in civil engineering/ surveying/geomatics from a recognized institution ▪ Minimum 5 years' experience in the production of Road CAD drawings and GIS Maps • Experience in conducting ESIA is an added advantage	2.0
9) Occupational Health and Safety officer	▪ Bachelor's degree in fields such as civil engineering, environmental management, public health or environmental health or environmental engineering from a recognized University. ▪ Training Certificates in Occupational Health and Safety related fields ▪ Five (5) years' experience. in management of health and safety for road works ▪ Membership with OSH professional body, and or NEBOSH qualification	8.0

Position	Qualification	Construction Supervision, E&S monitoring and DLP
		Staff Effort
10) Inspector of Works (3 no.)	• Minimum diploma in civil engineering with at least 8 years' experience or bachelor's degree in civil engineering with at least 5 years in supervision of road works. ▪ Minimum of one project experience in supervision of gravel or feeder roads	9.0 x 3 No -
	Total	**55.0**

Additional staff

The Consultant can propose additional staff to attain the necessary program of the assignment, but these will not be evaluated. The costs of such staff will be assumed to be included in the financial proposal submitted, whether these appear explicitly or not. Employment of women as part of the Consultant's team is encouraged.

8. PAYMENT SCHEDULE

The Lumpsum payment for Phase 1 deliverables is summarised in **Table 8**.

Table 8: Phase 1 - Lumpsum Deliverables and Payment Schedule

Deliverable/ Milestone	Submission Date	Payment Instalment
1. Inception Report	15 days after the date of commencement	30%
2. Draft ESIA/Project Brief Report.	90 days after commencement	20%
3. Draft detailed engineering design report (including drawings, Cost Estimates)	90 days after commencement	20%
4. Final Design Report, Final ESIA Report, and Submission of Tender technical input documents.	120 days after commencement	30%
Total		**100%**

Phase 2 is time-based, and payment will be made based on monthly invoices using **approved timesheets** for staff engagement.

PART 3 – Contract Form

Section VIII. Contract for Consulting Services

Between the Employer and the successful Consultant, a Contract will be signed as per the attached Model Contract for Consulting Services.

CONSULTING CONTRACT

dated

[●]

between

Ministry of Local Government

– hereinafter referred to as the "**Employer**" –

and

[●]

– hereinafter referred to as the "**Consultant**".

Relating to Provision of Detailed Engineering Designs, ESIA Studies and Construction Supervision of Selected Roads for Batch 3 in the Districts in Northern Uganda

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Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

General Conditions

Paragraph 1 General Provisions

1.1 DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

"**Agreed Remuneration**" means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

"**Commencement Date**" has the meaning given to such term in the Special Conditions.

"**Completion Period**" means the period for the completion of the Services as set out in the Special Conditions.

"**Consulting Contract**" means this contract for consulting services, including its Preamble and its Annexes[1].[2]

"**Contract Value**" has the meaning given to such term in the Special Conditions.

"**Country**" has the meaning given to such term in the Special Conditions.

"**Force Majeure**" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

"**Foreign Currency**" means any currency other than the Local Currency.

"**Foreign Staff**" means the staff who do not hold the citizenship of the Country.

"**Funding Agreement**" means the *[loan agreement / financing agreement] entered into between KfW and [the Employer] to* wholly or partly finances the Services.

[1] If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words "not applicable" in the relevant Annexes.

[2] In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

"**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

"**Local Currency**" has the meaning given to such term in the Special Conditions.

"**Other Costs**" means the additional costs of the Consultant to the extent agreed in the Special Conditions.

"**Parties**" means the Employer and the Consultant.

"**Project**" means the project specified in the Special Conditions.

"**Services**" means the contractual services described in **Annex 3** [*Terms of Reference plus Tender Documents*], **Annex 9** [*The Consultant's Bid*] and Paragraph 3.1 [*Scope of Services*], including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 [*Standard and Special Services*].

"**Special Conditions**" means the terms and conditions set out under the header "Part II: Special Conditions" of this Consulting Contract.

"**Standards**" means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

"**Written**" or "**in writing**" means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

1.2 INTERPRETATION

Unless a contrary indication appears, in this Consulting Contract:

1.2.1 Section, clause, annex and schedule headings are for ease of reference only.

1.2.2 The singular includes the plural and vice versa.

1.2.3 References to a "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.

1.2.4 References to a "**director**" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.

1.2.5 References to this "**Consulting Contract**" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.

1.2.6 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).

1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US$ are references to the legal currency of the United States of America.

1.3 RANKING AND ORDER

1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.

1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.

1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

1.4 COMMUNICATION AND LANGUAGE

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

1.5 GOVERNING LAW

This Consulting Contract is governed by the laws specified in the Special Conditions.

1.6 ENTRY INTO FORCE AND EFFECT

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW`s written confirmation immediately.

1.7 MEASUREMENTS AND STANDARDS

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

1.8 ASSIGNMENT AND SUB-CONTRACTING

1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.

1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant’s obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.

1.8.3 The Consultant shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).

1.9 COPYRIGHT AND RIGHTS OF USE

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable, and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third-party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

1.10 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

1.11 CONFIDENTIALITY AND PUBLICATION

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

(a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;

(b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

(c) the disclosure of which is:

i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;

ii. required pursuant to any applicable law or regulation; or

iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to KfW.

1.12 CONDUCT

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

1.13 SANCTIONABLE PRACTICE

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impar the Consultant's ability to perform its obligations hereunder,

b) not engage at any time in any Sanctionable Practice; and

c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

1.14 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with the Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) as outlined in KfW´s Sustainability Guideline (October 01, 2019 as amended from time to time) and, consequently:

where relevant, implement any environmental and social and health and safety risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the Employer and/or KfW. The Consultant will report on the status of implementation of ESHS measures and plan items as contractually agreed.

1.15 REIMBURSEMENTS

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments:

(a) if in Foreign Currency, for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00; and

(b) if in Local Currency, to the special account of the Employer specified in the Special Conditions.

1.16 SEVERABILITY AND WRITTEN FORM

1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

1.17 ROLE OF KFW

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to KfW pursuant to this Consulting Contract, KfW shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

Paragraph 2 The Employer

2.1 INFORMATION

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating to the Funding Agreement or to any other loan or grant made in respect of the Project, and, to the extent that KfW`s consent is required by this Consulting Contract and has been granted by KfW, the documents evidencing such consent.

2.2 DECISIONS AND COOPERATION

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

2.3 SUPPORT

2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

(a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);

(b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;

(c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;

(d) securing return transport in cases of emergency;

(e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;

(f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and

(g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

2.4 TAXES

1.1.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer`s country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer`s country are considered to be included in the Remuneration and may not be charged separately.

2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

2.5 SERVICES AND FURNISHINGS

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

2.6 CONTACT PERSONS OF THE EMPLOYER

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

Paragraph 3 The Consultant

3.1 SCOPE OF SERVICES

3.1.1 The Consultant shall deliver the Services in full and on time.

3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

3.2 REPORTING AND INFORMATION

3.2.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances

or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.

3.2.2 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

3.3 STAFFING

3.3.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.

3.3.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.

3.3.3 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.

3.3.4 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

3.4 CONTACT PERSON OF THE CONSULTANT

1.1.2 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its subsitute) no longer be available.

3.4.2 Moreover, the Consultant shall specify and provide contact details to the Employer and KfW for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer and KfW without delay of any change of any such elected person or its contact details.

Paragraph 4 Commencement, Completion, Amendment and Termination of the Services

4.1 COMMENCEMENT AND COMPLETION

4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).

4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior written consent.

4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

4.2 PENALITIES FOR DELAY AND DISSATISFACTORY SERVICES

4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject

to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].

4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

4.3 FORCE MAJEURE

4.3.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has wilfully or negligently not, mitigated in light of the circumstances at that time.

4.3.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

4.3.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

(a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and

(b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

4.3.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

(a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and

(b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.3.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

4.4SUSPENSION OR TERMINATION

4.4.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditure minimized. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [Force majeure] shall apply mutatis mutandis.

4.4.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.

4.4.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer`s nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant`s corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.

4.4.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:

(a)the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and

(b)if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:(i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and (ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the

Consultant has not received as a result of the Consultant`s wilful misconduct or negligence.

4.4.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

4.5 BREACH OF PARAGRAPH 1.13

4.5.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

4.5.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

4.6 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with KfW, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

Paragraph 5 Remuneration

5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed which may be either

(a) lump-sum services; or

(b) time-based services.

5.2 GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

(a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.

(b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.

(c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.

5.3 PAYMENT CONDITIONS

(a) In case of a lump-sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be

made dependent on milestones, these will be clearly stipulated in the Special Conditions.

(b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*) as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*].

(c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump-sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*].

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

5.4 LIMITATIONS

(a) The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

5.5 INVOICING

(a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract pursuant to an agency contract: the Consultant's invoices (other than the final invoice) shall be addressed to the Employer "c/o KfW". Except for the final invoice, the Consultant shall send each original invoice to KfW and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and KfW will receive a copy.

(b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

5.6 PAYMENT DEADLINE

(a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.

(b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

5.7 OBJECTION TO INVOICES

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects

only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

5.8 AUDITING

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and KfW (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

Paragraph 6 Liability

6.1 GENERAL LIABILITY OF THE CONSULTANT

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of wilful misconduct or gross negligence.

6.2 LIABILITY FOR SUB-CONTRACTORS

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [*Assignment and Sub-contracting*].

6.3 PERIOD OF LIABILITY

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

6.4 LIABILITY FOR CONSEQUENTIAL DAMAGE

Liability for consequential damages is excluded.

6.5 LIABILITY OF THE EMPLOYER

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

Paragraph 7 Insurance against Liability and Damages / Guarantees

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

(a) professional liability insurance;

(b) personal liability insurance;

(c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and

(d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

7.2 GUARANTESS

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

Paragraph 8 Disputes and Arbitration Procedure

8.1 ARBITRATION PROCEDURE

If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Consulting Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

Part II: Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

"Completion Period": The completion period shall be the period starting on the Commencement Date and ending:

1) Phase 1: Detailed Engineering Design and ESIA 120 days from commencement.
2) Phase 2: Construction Supervision 420 days from commencement of the works contracts.

"Country": Uganda

"Project": **BMZ-N0:2**01667468 and 201868637 as further specified in Annex 3.

"Commencement Date": 02 (two) weeks after the date of contract signature.

Ad 1.4: Communication and Language

The language for notices, instructions, reports and other communication shall be **English.**

Notices

Address of the Employer

Postal address **The Permanent Secretary**,
Ministry of Local Government,
Plot 1 Pilkington Road, Workers House 2nd Floor, Southern Wing
P. O. Box 7037, Kampala, Uganda
Email: **ps@molg.go.ug.**
Phone: +256 414258127

Address of the Consultant

Postal address

Email: **[●]**

Phone: **[●]**

Tax Residence of the Consultant and all JV Partners:

Address of KfW

Postal address
Palmengartenstrasse 5 – 9
60325 Frankfurt
Germany

[The general address for KfW should be specified or changed according to the project in question]
Email: [●]@kfw.de

Phone: +49 (69) 7431-[●]

Fax: **+49 (69) 7431-**[●]

Ad 1.5: Governing law

The law governing this Consulting Contract shall be **the Laws of the Republic of Uganda.**

Ad 1.9: Copyright and rights of use

Not applicable

Ad 1.14: Reimbursements

Account details of the Employer's special account for reimbursements in Local

Currency: UGX

Account Name: Rural Development and Food Security in Northern Uganda Project

Account No: 000110088000063

Name of Bank: Bank of Uganda

Ad Article 2: The Employer

Ad 2.2: Decisions and cooperation

2.2

Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within **two weeks** from receipt by the Employer of the respective written request of the Consultant.

Ad 2.4: Taxes

The contractual parties agree on the following provisions regarding taxes and public duties in the country of the Employer:

The Consultant shall bear all taxes applicable in Uganda arising out of the Consulting Contract.

In accordance with clause 1.3.3 of the Separate Agreement for the Project VAT is deemed covered by the Employer.

Withholding Tax is part of the Consultant's Corporation Income tax and it will be withheld as required by the Income Tax Act (CAP 340).

Ad 2.6: Contact persons of the Employer

The Employer's contact persons shall be:

The Permanent Secretary,
Ministry of Local Government,
Plot 1 Pilkington Road, Workers House 2nd Floor, Southern Wing
P. O. Box 7037, Kampala, Uganda
Email: **ps@molg.go.ug.**

Phone: +256 414258127

The Employer's deputy shall be:
Gertrude Tuhairwe
Ag. Project Coordinator,
Ministry of Local Government,
Plot 1 Pilkington Road, Workers House 4th Floor, Northern Wing
P. O. Box 7037, Kampala, Uganda

Email: gertrude.tuhairwe@molg.go.ug
Phone: +256 414233513/4341224

Ad Article 3: The Consultant

Ad 3.2: Reporting information

Phase 1: Design, ESIA Study and Tender Technical Inputs Documentation (Lumpsum)

Expected Outputs/ Reports	Minimum Contents	Submission Date
Inception & Initial Assessment Report (2 paper and 1 Electronic copy)	This should include any comments from the available documents review, confirmation of design standards, design basis and approach, initial assessment findings, Staff mobilisation status, confirmation of technical methodology and updated work plan, Checklist/ questionnaires to be used in the administration of interviews, among others.	15 days after the date of commencement
Draft Engineering Design Report 2 paper and 1 Electronic copy)	This should contain detailed condition assessment findings, location map, proposed engineering interventions, engineering designs, pavement designs, geometric designs, drainage designs, drawings, specifications, proposed construction schedule, confidential cost estimate (under separate cover), packaging Lots, proposed Contract Lot and construction duration.	90 days after commencement
Draft ESIA Report (Project Briefs)	Detailed condition assessment findings, location map, proposed environmental and social baseline studies (with an inventory of trees in the ROW - likely to be lost) analysis of the legal framework and KfW special requirements, stakeholder engagement, impact analysis and environmental and social management plan (ESMP), GRM, and management plans covering all relevant WB ESS requirements	90 days after commencement
Final ESIA Report (Project Brief)	As above but with comments incorporated and final Environmental and Social Management Plan (ESMP) including schedules of affected and proposed trees for planting.	120 days after commencement
Final Engineering Design Report (2 paper and 1 Electronic copy)	• Final Engineering Design Report • Final Bills of Quantities and cost estimates, • Special Specifications • Final Books of Drawings	120 days after commencement

Phase 2: Construction Supervision (Time-based)

Expected Outputs/ Reports	Minimum Contents	Submission Date
Monthly Progress Reports (2 paper and 1 Electronic copy)	These should include the financial and physical progress; progress photos with date imprint; critical issues that need to be addressed. In addition, interim payment applications, minutes of site meetings. The monthly progress report shall also include a detailed section on the implementation of ESHS-safeguard measures stipulated in the ESMP.	By the 10th day of the following month.
Practical Completion Report (2 paper and 1 Electronic copy)		240 days after commencement of Construction (depending on progress with the works)
Final Account and Completion Report (2 paper and 1 Electronic copy)		210 days after Practical completion

Ad 3.4.1: The Consultant's contact person

The Consultant's contact person shall be:

Ad 3.4.2: The Consultant's contact person for cases of emergency or crisis:

The Consultant's contact person for cases of emergency or crisis shall be **[●].**
Contact details **[●]**.
The deputy shall be **[●]**.
Contact details **[●]**.

Ad Article 5: Remuneration

Ad 5.1: Forms of Remuneration

In consideration of the Services, the Employer shall pay to the Consultant up to **….**.....in Uganda Shillings (the "**Contract Value**").

In accordance with the Terms of Reference, the Services will be rendered as

☒ Lump-sum services – Phase 1: Detailed Engineering Design and preparation of Environmental and Social Impact Assessments (ESIA) for Batch 3 selected roads **(Package.)** (insert amount).

☒ Time-based services –Phase 2: Construction Supervision of for Batch 3 in …**……** districts **(Package.)** (insert amount).

Ad 5.2 (a): General Payment Terms

Total amount of the advance payment: UGX…….. equalling **10%** of the Contract Amount applicable to Phase 2: Construction Supervision only.

☒ Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

5.3: Payment Conditions

A) ***Lump-sum Services* – Phase 1:** Detailed Engineering Design and Environmental and Social Impact Assessments (ESIA) for Batch 3 selected Roads in the……. Districts of Northern Uganda.

Instalments

In derogation of Art. 5.2.(b) payment shall be made in instalments based on the fulfilment of the respective milestone as follows:

Phase 1: Lumpsum Deliverables and Payment Schedule

Deliverable/ Milestone	Submission Date	Payment Instalment
1. Inception Report	15 days after the date of commencement	30%
3. Draft ESIA/Project Brief Report.	90 days after commencement	20%
3. Draft detailed engineering design report (including drawings, Cost Estimates)	90 days after commencement	20%
4. Final Design Report, Final ESIA Report, and Submission of Tender technical input documents.	120 days after commencement	30%
Total		**100%**

B) **Time Based Services –Phase 2:** Construction Supervision of selected roads

UGX…….advance payment relating to the time-based services equalling 10% of the total remuneration for the time-based services.

Instalments

Instalments will be invoiced based on the Cost Calculation and Invoicing Table (Annex 8) and the unit prices set out therein and substantially in the form of the model invoicing sheet enclosed in Annex 8.

In derogation of Art. 5.2(b), instalments will be made every month.

The advance payment [relating to the time-based services] of UGX …. will be deducted from each instalment on a pro rata basis. A retention of 10% will be deducted from each instalment and will be paid with the final payment.

….. **UGX as the final payment** (total retention amount at the end of Contract performance) And „up to 10% of the contract amount for time-based services

C) Other Costs

Other Costs, if any, will be invoiced together with the instalments based on and substantially in the form set out in the Cost Calculation and Invoicing Table (Annex 8) stating the actual costs and exchange rates applied.

Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. (see Definition of “Project” pursuant to Article 1.1).

Payments will be made to the Consultant directly from the Disposition Fund by the Employer. Payments shall be made to the following account:

Account Name:
Account Number:
Name of Bank:
Bank Branch:

Ad 5.6: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.6 in relation to the outstanding amount. **Not Applicable**

Ad Article 6: Liability

Ad 6.3: The Consultant’s liability shall terminate 660 (six hundred and sixty) days after the commencement of the contract.

Ad Article 7: Insurance

Professional liability insurance: The Professional Indemnity insurance of 100% of the Contract sum shall be taken out and maintained by the Consultant. The Consultant shall submit an acceptable Professional Indemnity Insurance to the Employer before Contract signing.

Third-party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Experts or Sub-consultants on the assignment.

The Consultant shall provide the employer's liability and workers' compensation insurance in respect of it including Sub-Consultants in accordance with the relevant provisions of the applicable law in Uganda, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.1: Arbitration Procedure

The place of arbitration shall be **Uganda.**

The language of the arbitration procedure shall be **English.**

(Place, date)

(for the Employer) (for the Consultant)

List of Annexes

[*Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words "not applicable" in the relevant Annexes.*]

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee (if relevant)

Annex 1

Appendix 1 – Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("**Contract**")[15]

To: ("**Project Executing Agency**")

9. We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA")[16] subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

10.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;

10.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo pro- visions by the United Nations, the European Union or the Federal Republic of Ger- many. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

10.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Ger- many for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;

10.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

10.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA *(contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-co- operative-jurisdictions/) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For*

17 Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Coun- tries".

18 The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

10.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

10.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

11. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

11.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and re- solved to its satisfaction;

11.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

11.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

11.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

11.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

12. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

13. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

14. In the context of the Tender Process and performance of the corresponding Contract:

14.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

14.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

14.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and

labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization[17] (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

15. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

16. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[18]:_____

Signature: Dated:

19 In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

20 In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....	.....	.....
(Place)	(Date)	(Name of the consultant)

.....
(Signature(s))

[6] In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account.
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence.
3. I am not currently involved in tax law court proceedings, nor have I been in the past.
4. I will duly pay taxes that may arise from the provision of contracted services.
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....	.....	.....
(Place)	(Date)	(Name of the person)

.....
(Signature)

Minutes of Negotiation (if relevant)

Terms of Reference plus Tender Documents

Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries

(in the version valid on the date the bid was submitted)

Staffing Schedule

(Pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer

Time Schedule for Performance of the Services

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)

Cost Calculation and Invoicing in UGX

Table FIN 1: Summary of Costs

SUMMARY	Amount (UGX)
Phase 1 - Detailed Design and ESIA	
1. Fees -	
2. Other Costs / Expenses	
Sub-Total – Phase 1	
Phase 2- Construction Supervision	
1. Fees - Key Staff	
2. Other Costs / Expenses	
Sub-Total – Phase 2	
Overall – Fees and Other Costs (net, exclusive of taxes and duties)	

Duties and Taxes

The bidder shall indicate the amount of local taxes and duties applicable for the services.

Overall – Fees and Other Costs (Inclusive of taxes and duties)	

Table FIN 2: Detailed Engineering Design, Environmental and Social Impact Assessments (ESIA) and Construction Supervision of selected Roads

Phase 1: Detailed Design and ESIAs (Lump-sum)

Description	Name	Unit	Qty*	Rate (UGX)	Amount (UGX)
1 Key Staff					
1.1 Team Leader / Senior Roads Engineer		Person-months			
1.2 Deputy Team Leader/ Measurements Engineer		Person-months			
1.3 Bridge/Structural Engineer		Person-months			
1.4 Soils & Materials Engineer		Person-months			
1.5 Senior Surveyor		Person-months			
1.6 Environmental Specialist		Person-months			
1.7 Sociologist/Community Development Specialist		Person-months			
1.8 Hydrologist/Drainage Expert		Person-months			
1.9 CAD/GIS Operator		Person-months			
Sub Total Phase 1					

To be determined by the Consultant

Description	Unit	Qty	Rate (UGX)	Amount (UGX)
Other Costs / Expenses				
1.1 Transportation costs (hire of vehicles, operation and maintenance, fuel, etc.)	Lump-sum	1		
1.2 Provision of survey equipment	Lump-sum	1		
1.3 Accommodation & Field Allowances for Field Staff	Lump-sum	1		
1.4 Field assessments and laboratory tests	Lump-sum	1		
1.5 Production of reports and Drawings	Lump-sum	1		
1.6 Stakeholder Engagement / workshops	Lump-sum	1		
1.7 Communication Costs (Internet, Airtime)	Lump-sum	1		
Sub-total Other Costs/Expenses				
Total – Phase 1				

Phase 2: Construction Supervision, ESIA and DLP

Description	Name	Unit	Qty	Rate (UGX)	Amount (UGX)
1. Key Staff					
1.1 Team Leader / Senior Roads Engineer		Person-months	4		
1.2 Deputy Team Leader/ Measurements Engineer		Person-months	8		
1.3 Bridge/Structural Engineer		Person-months	0.5		

Description	Name	Unit	Qty	Rate (UGX)	Amount (UGX)
1.4 Soils & Materials Engineer		Person-months	1.5		
1.5 Senior Surveyor		Person-months	1		
1.6 Environmental Specialist		Person-months	2		
1.7 Sociologist/Community Development Specialist		Person-months	1		
1.8 Occupational Health and Safety Officer		Person-months	8		
1.9 Inspector of Works (3 no.) 9x3		Person-months	27		
1.10 CAD/GIS Operator		Person-months	2		
Sub Total Key Staff			**55**		

Description	Unit	Qty	Rate (UGX)	Amount (UGX)
3. Other Costs / Expenses				
3.1 Transportation costs (hire of vehicles, operation and maintenance, fuel, etc.)	Months	8		
3.2 Accommodation & Field Allowances for Supervision Staff	Months	8		
3.3 Production of reports and Drawings	Months	8		
3.4 Provision of Personal Protective Equipment/ Safety clothing	Months	8		
3.5 Communication Costs (Internet, Airtime)	Months	8		
Sub-total Other Costs/Expenses				
Total – Phase 2				

The Consultant's Bid

Advance Payment Guarantee

Advance Payment Guarantee

Beneficiary: *[insert name and address of PEA]*

Date of Issue: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert guarantee reference number]*

Guarantor: *[insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*[4], representing *[insert percentage in words and figures] percent* of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defenses, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above-mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary's country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed and expire not later than *[insert expiry date].*

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.*]*

[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of *[insert country of jurisdiction where the bank's branch issuing the guarantee is physically located]*.

Place, date

Guarantor's authorised signature(s)

Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.

4 This guarantee must be issued in the Contract currency only.