



THE REPUBLIC OF UGANDA

**FRAMEWORK CONTRACT AGREEMENT
BETWEEN
MINISTRY OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY & NATIONAL GUIDANCE
AND
INFOCONSULTS INTERNATIONAL LIMITED
FOR
THE PROCUREMENT OF THE ELECTRONIC RECORDS
AND DOCUMENT MANAGEMENT SYSTEM**

PR: MOICT/SRVCS/2020-21/00001

CONTRACT AGREEMENT

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FRAMEWORK CONTRACT AGREEMENT

Procurement Reference No: MoICT/SVRCS/2020-21/00001

This Agreement is made on the 10th day of November 2020.

BETWEEN

1) **THE GOVERNMENT OF UGANDA REPRESENTED BY THE MINISTRY OF INFORMATION, COMMUNICATIONS TECHNOLOGY AND NATIONAL GUIDANCE (MOICT & NG)** (hereinafter referred to as "the Purchaser"), of the one part, having its principal place of business at **Plot 10/12, ICT House, Parliament Avenue, P.O Box 7817, Kampala, Uganda**

AND

INFOCONSULTS INTERNATIONAL LIMITED of **P. O. BOX, 34507 Kampala Uganda** (hereinafter referred to as "the Supplier"), of the other part.

2. RECITAL

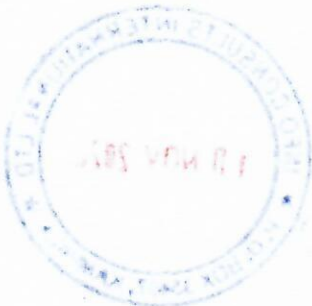
- 2.1 **WHEREAS** the Government of Uganda represented by the **Ministry of ICT and National Guidance** desires to engage the Supplier to undertake **the Design, Development, Supply and Deployment of an integrated Electronic Records and Document Management System** ("the system") for use by **Government Entities i.e. Ministries, Departments, Agencies and Local Government District Administrations** (hereinafter referred to as "the End User") and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract. The Terms of Reference (TOR) and the technical proposal of the provider is incorporated into and makes part of this agreement.
- 2.2 The Ministry's Contracts Committee (CC) at its 1st sitting for the financial year 2020/21 held on 11th September 2020, basing on the accreditation for the selection of locally developed IT Systems – Applications and Innovations in the ICT sector granted by the Public Procurement and Disposal of Public



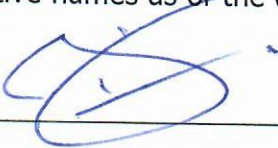
Assets Authority (PPDA) under the National ICT Innovations Support Program (NIISP) selection process, approved the award of the contract to the Supplier **to design, develop, supply and deploy an integrated Electronic Document & Records Management System (EDRMS)** for use by MDAs and LGs under the terms and conditions set in this Contract.

2.3 The **Purchaser** wishes to enter into a contract with the **Supplier** for the **design, development, supply and deployment of an integrated Electronic Document & Records Management System (EDRMS)** for use by **Government Entities i.e. Ministries, Departments, Agencies (MDAs) and District Local Government Administrations (LGs)**.

2.4 The **Purchaser** hereby agrees to pay the **Supplier** the **Contract Price** in consideration of the performance of the Supplier's obligations under this Contract. The framework Contract price per Entity i.e. Ministry, Department Agency or Local Government Administration (MDA/LG) is **UGX200,000,000 (Two Hundred Million Uganda Shillings Only) tax inclusive**.



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

Signed:  (for the Purchaser)

Name: **Baguire Vincent Waiswa** Position: **Permanent Secretary**

Witnessed by:


Signed:  (witness for the Purchaser)

Name: NGABIRANO SILAS Position: Assistant Commissioner Research & Development

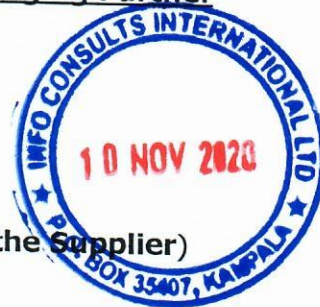
Signed by:  10/11/2020 (for the Supplier)

Name: **Annie Ninkijuka Katushabe** Position: **Managing Partner**

Witnessed by:

Signed  10/11/2020 (witness for the Supplier)

Name: ERISANIA KIBAYA Position: PROJECT MANAGER



NOW THEREFORE THE PARTIES HERETO AGREED AS FOLLOWS:

The documents forming the contract shall be as stated and shall be interpreted in the following order of priority:

- a. The Agreement
- b. The Letter of Accreditation by PPDA
- c. The Technical Proposal of the Supplier
- d. The Statement of Requirements (Terms of Reference - ToRs)

WHEREAS **IT IS AGREED** as follows: -

INTERPRETATION

Unless the context otherwise requires, the following words and expressions shall have the following meanings: -

"Approval" means the prior written approval of the Purchaser

"Framework Contract" means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods and Services made between a Framework Purchaser and the Supplier comprising an Order Form and the Call-Off Terms and Condition.

"Call-off" Call-off means a procedure for the award of specific contracts by application of terms laid down in this Agreement without re-opening competition as more specially detailed in schedule.

"Design" means ensuring that the structure and format of the **Electronic Document & Records Management System (EDRMS)** meets the Government of Uganda specifications;

"Development" means that the developed system satisfies the expectations of the user and that the system is developed to the standards and within the legal requirements of the Government of Uganda.

"Supply" means that on commissioning, the system shall be handed over to the Purchaser complete with the administrator password plus all the documentation including technical and end user documentation.

"Deployment" means that the supplier shall be responsible for configuring the system and ensuring that the authorized users can use the system.

"Government Entity (Entity)" means Government Ministry, Department, Agency or Local Government (MDA/LG) and any other Government institution unless otherwise specified.

"Government ICT Staff" means a staff employment in an MDA or LG who is supports ICT operations in that entity.

"Schedule Rates" Schedule rates are the billing rates provided by the provider for provision of the Consultancy Services.

DOCUMENTS

This Agreement comprises the following documents:

Section 1	Form of Agreement
Section 2	General Conditions for GOU Contracts
Section 3	Terms of Reference
Section 4	Special Conditions
Section 4	Sample Call-off Contract Annexes A
Section 5	Contract performance format

SPECIFIC TERMS OF REFERENCE

3. COMMENCEMENT AND DURATION OF AGREEMENT

This Agreement shall commence on 10th / November / 2020 ("the start date") and shall expire on 13th / NOV / 2023 ("the end date, subject to renewal upon satisfactory performance and availability of funds") unless this Agreement is terminated earlier in accordance with its Terms and Conditions.

- 3.1 The **Purchaser** hereby covenants to financially support the **Supplier** in consideration of the provision of the Services as stated in the statement of requirements and in the supplier's proposal.
- 3.2 The **Procuring and Disposing Entity** shall order from the **Supplier** the Services specified in the **ToRs** that are required to be provided by the supplier during the period stated below, and the contract manager shall ensure that a monitoring and evaluation tool is in place for monitoring contract performance.
- 3.3 Any future additional disbursements or financial support to be extended to the supplier under this contract shall be effected by the issue of call-off orders, which shall be issued by the Procuring and Disposing Entity as Notices in accordance with GCC Clause 8, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 8.
- 3.4 Disbursements/financial support may be provided to the supplier any time, but most likely quarterly, during a period of the contract from the date of contract indicated above. Any call-off order anticipated but not issued, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.

3.5 Disbursements are subject to the following limitations and exceptions:

- a. The agreement has established a funding mechanism where government will pay the supplier and in turn the supplier will provide the services as specified in the Contract. Future payments are however not period specific nor fixed. They will be provided as and when released from Ministry of Finance and or when the specific milestone has been achieved.
- b. It is only those services identified under the scope and types of services that will need to be called-off, but places no obligations, in themselves, on the Purchaser to fund anything.
- c. Subsequent support shall be subject to satisfactory performance of the supplier and how the supplier has utilised the previous allocation. The Contract management team/Monitoring and Evaluation team will undertake contract management and contract management monitoring.

4. OBJECTIVE

The purpose of the Agreement is to create a **framework for managing the design, development, deployment and implementation of an integrated Electronic Records and Documents Management System** for use by **Ministries, Departments, Agencies or Local Government District Administrations (MDAs/LGs)**.

5. CONTRACT PRICE

- 2.5 The **Purchaser** hereby agrees to pay the **Supplier** the **Contract Price** in consideration of the performance of the Supplier's obligations under this Contract. The framework Contract price per Entity (i.e. MDA/LG) is **UGX200,000,000 (Two Hundred Million Uganda Shillings Only) tax inclusive**.

The Contract Price shall be understood to reflect the terms and conditions used

in the specification of prices in the detailed price schedules including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.

6. CONTRACT PERIOD

The contract shall continue being in force for **three years** after operational acceptance or as otherwise agreed between the purchaser and the supplier or as otherwise agreed between the purchaser and the supplier or until system and all the services have been supplied and accepted by the purchaser or unless the Contract is terminated earlier in accordance with the terms set in the TERMINATION CLAUSE.

7. DELIVERY SCHEDULE

The key milestones of the project are:

- 7.1 **Project Initiation;** this shall cover contract signing, inception report acceptance and requirements validation. It will include the sign-off of the Systems Requirements Specification Manual.
- 7.2 **System Development, Testing and Customization;** The completion of the system development, testing and customization will lead to the sign-off of the User Acceptance Tests.
- 7.3 **Functional and Technical Training;** the supplier shall conduct training of trainers on the functional implementation of the system and shall also provide technical training to technical staff for administration and provision of first line support for the system.
- 7.4 **Handover and support;** this phase will involve the handover of the system documentation (both user and technical documentation), handover of the password keys, handover of relevant system files and databases, and walk through, system handover and acceptance of the completion report.

8. SCOPE OF THE PROJECT

8.1 System Scope

The scope of the **Electronic Documents & Records Management System (EDRMS)** shall cover; **a) Current Records Management, b) Semi-current Records Management and c) Archived Records Management.** Details of these modules are enlisted in the ToRs.

8.2 Scope of Work

The activities to be carried out by the Consultant shall include:

- a. **System development, customization and testing;** This phase shall cover the system design, development of the respective system modules and the performance of User Acceptance Tests that shall include unit testing, functional testing load testing, integration testing among others. Other activities shall include conducting system enhancements as shall be requested by the client from time to time during implementation.
- b. **Integration with other Systems;** The **Electronic Records and Documents Management System** shall be designed and developed with capabilities for integrating with existing e-Government systems or any other new future systems as shall be deemed necessary by the Purchaser.
- c. **System deployment;** the Supplier shall configure and make the system available for use by authorized Government Entities.
- d. **System documentation;** the supplier shall develop a) comprehensive technical documentation that shall include systems architectural specification, systems integration and b) end user manuals and guidelines.

- e. **Training;** the supplier shall i) develop a training plan and conduct comprehensive training of trainers on the functionality of the system that shall cover the utilization, operation and management of the system; ii) provide comprehensive technical training for Government ICT Officers on systems administration, database administration and any other technical aspects necessary for the provision of first line support for the system.
- f. **Commissioning of the system;** this phase shall include handover of the final systems' technical and end user documentation, handover of the final user acceptance test reports.
- g. **Scanning and Indexing of the Physical Records;** the Supplier shall support the preparation of the physical documents for scanning, the scanning and indexing processes for the active records.
- h. **Post implementation support and maintenance;** the Supplier shall develop a post implementation support and maintenance plan to provide for the maintenance and upgrade of the system after commissioning.

9. TERMS OF PAYMENT

- 9.1 The payments shall be made after satisfactory completion of each of the three major milestones agreed upon by both the Supplier and the Purchaser have been achieved.
- 9.2 The payments shall be made to the supplier in a cycle of 50% towards completion of Project initiation phase; 30% after completion of systems development and deployment; and 20% after complete system handover (Refer to GOU SCC in this Contract)

10. PROJECT MANAGEMENT

- 10.1 The **Ministry of ICT and National Guidance** shall lead the implementation and governance of this project.

- 10.2 The **Contract Manager** for the **Purchaser** shall be the **Permanent Secretary Ministry of ICT & NG** or his appointed representative.
- 10.3 The Supplier shall in writing submit to the **Ministry of ICT and National Guidance** the name of their Contract Manager.
- 10.4 A **Project Implementation Committee** consisting of representatives of key stakeholders shall be put in place to oversee and provide technical guidance in the execution of this project.

11. ROLES AND RESPONSIBILITIES OF THE SUPPLIER

Following are the responsibilities and obligations of the Supplier.

- 11.1 The Supplier shall design, develop and configure the system in conformance with the User Requirements Specifications.
- 11.2 The Supplier shall a) develop the system on behalf of the Government of Uganda and b) the system development shall comply with the Government standards and policies.
- 11.3 The Supplier shall deliver, install and maintain the system for use by the End User.
- 11.4 The Supplier shall train all the users and ensure that all the relevant documentation is availed for the seamless use of the system.
- 11.5 The Supplier shall provide maintenance and support services for the period of the Contract.
- 11.6 The Supplier shall submit to the End User the following reports:
 - a. Technical Specification and Configuration documentation for the

software design and architecture, build, interfaces, databases, customization and deployment

- b. Data conversion and migration plans. Process completion reports
- c. Training reports for Training of trainers' reports and Technical Users Training
- d. Test results reports
- e. System User and Technical Manuals
- f. Physical Records scanning and indexing reports
- g. Periodic progress Rreports
- h. Inspection and Quality Assurance Reports
- i. Monthly logs of service calls and problems resolved
- j. Project Completion Report

- 11.7 The Supplier undertakes to ensure that the Services will be performed substantially in accordance with the agreed terms and with reasonable skill and care.
- 11.8 The Supplier shall ensure that the system services are uninterrupted and error-free. If the Services do not conform to the foregoing undertaking, Supplier will, at his expense, endeavor to correct any such non-conformance promptly, or provide the Purchaser with an alternative means of accomplishing the desired performance. This undertaking shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the agreed instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorized contractors or agents.
- 11.9 The Supplier warrants that it has and will declare and handover all necessary licenses, consents, and permissions necessary for the performance of its obligations under this agreement.
- 11.10 The Supplier shall host the system and the data files in the Government

Data Center under the guidance of the Ministry of ICT & NG and its Agencies.

12. ROLES AND RESPONSIBILITIES OF THE PURCHASER

Following are the responsibilities and obligations of the Purchaser.

- 12.1 Make payments to the supplier on time as per the terms agreed upon.
- 12.2 Supervise the project implementation.
- 12.3 Regularly monitor and evaluate the performance of the project.
- 12.4 Coordinate with the End User to ensure that the system meets their needs.
- 12.5 Coordinate with Ministries, Departments and Agencies (MDAs) to ensure that the System meets their needs.
- 12.6 Put in place a mechanism to ensure that the End User carries out their obligations in compliance to the Government of Uganda legal and regulatory framework.
- 12.7 The Purchaser shall:
 - a. Provide the Supplier with all necessary co-operation in relation to this agreement.
 - b. Carry out all other Purchaser responsibilities set out in this agreement in a timely and efficient manner.
 - c. Obtain and shall maintain all necessary licenses, consents, and permissions necessary from the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

- d. Ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- e. Be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Purchaser's network connections or telecommunications links or caused by the Internet.

13. THIRD PARTY PROVIDERS

The Supplier will hold third party providers to their obligations and service level Agreements which, where they involve the usage of the system, will be managed by the supplier.

14. PROPRIETARY RIGHTS

- 14.1 The Purchaser acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation at the point of signing this agreement. However, any additions and inventions added by the Purchaser and those that are Unique to the Purchaser will be documented and copyrighted to the Purchaser upon installation and development.
- 14.2 Except as expressly stated herein, this agreement does not grant the Purchaser any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation as will the supplier respect all patents to the Purchaser in the same vain.
- 14.3 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.



15. SYSTEM SUPPORT

The Supplier shall design, develop, supply, install, test and maintain the **Electronic Document & Records Management System** (EDRMS) for the duration of the contract period.

16. SYSTEM UPGRADES

The Supplier shall provide continuous system support and upgrades to the system as and when required, on terms to be agreed upon by Supplier and Purchaser at the time.

17. SOURCE CODES

17.1 The system source code of the system shall be owned by the supplier until such a time when both parties agree otherwise.

17.2 The Government through the Ministry of ICT and National Guidance has entered into contractual obligations with the Supplier to procure services of the Supplier to design, develop and deploy the **Electronic Records and Documents Management System (ERDMS)**.

17.3 Under this arrangement, the Supplier shall continuously support, make improvements, and upgrades for the system on terms to be agreed upon at the time.

18. HOSTING OF THE SYSTEM

18.1 The primary host site for the system shall be at a site designated as appropriate by the Purchaser.

18.2 A backup of the system shall be hosted at a site designated as appropriate by the Purchaser.

19. OWNERSHIP

- 19.1 Each entity implementing the system shall own and manage all the business processes and the data used therein.

20. COMMISSIONING AND ACCEPTANCE OF THE SYSTEM

- 20.1 After the final installation of the System, the system shall be subjected to intensive user acceptance testing. Once this process is successful, the system shall then be commissioned.

21. DOCUMENTATION AND END USER TRAINING

- 21.1 The system shall be accompanied with extensive system documentation that shall include system diagrams, configurations, system administration manuals, user manuals and troubleshooting manuals among others. The documentation will both be in hard form (printed) and soft form (electronic).
- 21.2 Training and support services are incorporated within the system deployment costs such that the end-users are fully trained before starting to use the system. Multi-media platforms shall also be used for providing comprehensive support, on-boarding and training needed for successful implementation. The Supplier will use the Train-the-Trainer approach to build capacity of all the Staff of an entity implementing the **Electronic Records and Documents Management System** to own and use the system to support their functions.

22. GUARANTEES

The Guarantees shall be provided by **the Purchaser/End User** on the one hand and the supplier on the other.

23. MAINTENANCE OF THE SYSTEM

The Supplier shall provide continuous system support, maintenance and upgrades to the system as and when required.

24. CHANGE IN CONTRACT ELEMENTS

Either party may introduce changes in the elements of this contract by informing the other party **three months (90 Days)** in advance. On receipt of this request the parties shall meet and discuss the proposed changes.

25. TERM AND TERMINATION

This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial Service Term and, thereafter, this agreement shall be reviewed after the **expiry of three years** unless: -

- a. either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Service Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Service Term or Renewal Period; or
- b. Otherwise terminated in accordance with the provisions of this agreement;
- c. Where deliverance of service and or the performance falls short of standards stipulated in the contract and in the subsequent agreements, the Purchaser is free to terminate the contract after a 30 days' notice.

26. CONTACT PERSONS

26.1 SUPPLIER

- a. Ms **Annie Ninkijuka Katushabe** **Job Title**, Managing Partner, **Info Consults International Ltd.**, Telephone: 0776100098/0772402961 **email:** akatushabe@infoconsults.info or anniekatushabe@gmail.com
- b. Ms **Prisca Rwamahe**, **Job Title**, Director **Info Consults International Ltd.**, Telephone: 0772402961 **email:** prwamahe@infoconsults.info or prwamahe@yahoo.co.uk.

26.2 PURCHASER

Mr. Bagiire Vincent Waiswa, Permanent Secretary, Ministry of ICT and National Guidance or any other dully appointed person.

27. DATA ON THE SYSTEM

- 27.1 The End User shall own all rights, title and interest in and to all of the Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Data.
- 27.2 The Supplier shall follow its archiving procedures for data as set out in its Back-Up Policy to be agreed on by both parties. As such document, may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Data, the end sole and exclusive remedy shall be for the Supplier to endeavor to restore the lost or damaged Data from the latest back-up in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to data maintenance and back-up).
- 27.3 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the Government of Uganda data privacy and security provisions. Such documents may be amended from time to time by the Supplier in its sole discretion.
- 27.4 If the Supplier processes any personal data on the behalf of end user when performing its obligations under this agreement, the parties shall record their intention that the end user shall be the data controller and the Supplier shall be a data processor and in any such case:
- a. The end user acknowledges and agrees that the personal data shall not be transferred or stored outside the country under this



agreement;

- b. The Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the end user from time to time; and
- c. Each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

28. CONFIDENTIALITY

- 28.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - a. Is or becomes publicly known other than through any act or omission of the receiving party;
 - b. Was in the other party's lawful possession before the disclosure;
 - c. Is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - d. Is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - e. Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 28.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

- 28.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 28.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 28.5 The Purchaser acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 28.6 The Supplier acknowledges that the Data is the Confidential Information of the end user.

29. INDEMNITY

- 29.1 The Purchaser shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Purchaser's use of the Services and/or Documentation, provided that:
- a. The Purchaser is given prompt notice of any such claim;
 - b. The Supplier provides reasonable co-operation to the Purchaser in the defense and settlement of such claim, at the Purchaser's expense; and
 - c. The Purchaser is given sole authority to defend or settle the claim.
- 29.2 The Supplier shall, defend the Purchaser, its officers, directors and employees against any claim that the Services or Documentation infringes any Uganda Laws patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Purchaser for any amounts awarded against the Purchaser in judgment



or settlement of such claims, provided that:

- 29.3 The Supplier is given prompt notice of any such claim;
- 29.4 The Purchaser provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and
- 29.5 The Supplier is given sole authority to defend or settle the claim.
- 29.6 In the defense or settlement of any claim, the Supplier may procure the right for the Purchaser to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on (2) Business Days' notice to the Purchaser without any additional liability or obligation to pay liquidated damages or other additional costs to the Purchaser.
- 29.7 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Purchaser to the extent that the alleged infringement is based on:
 - 29.8 A modification of the Services or Documentation by anyone other than the Supplier; or
 - 29.9 The Purchaser's use of the Services or Documentation in a manner contrary to the instructions given to the Purchaser by the Supplier; or
- 29.10 The Purchaser's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 29.11 The foregoing states the Purchaser's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees, agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

30. LIMITATION OF LIABILITY

- 30.1 This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:
 - a. Any breach of this agreement;

- b. Any use made by the Purchaser of the Services and Documentation or any part of them; and
 - c. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 30.2 Except as expressly and specifically provided in this agreement:
- 30.3 The Purchaser assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Purchaser, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Purchaser in connection with the Services, or any actions taken by the Supplier at the Purchaser's direction;
- 30.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;
- 30.5 Nothing in this agreement excludes the liability of the Supplier:
- a. For death or personal injury caused by the Supplier's negligence;
 - or
 - b. For fraud or fraudulent misrepresentation.

31. WAIVER

- 31.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 31.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

32. SEVERANCE

- 32.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 32.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with

whatever modification is necessary to give effect to the commercial intention of the parties.

33. ENTIRE AGREEMENT

- 33.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 33.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

34. ASSIGNMENT

- 34.1 The Purchaser shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 34.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

35. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

36. GOVERNING LAW AND JURISDICTION

- 36.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of Uganda.
- 36.2 The parties irrevocably agree that the Courts of Uganda have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

37. DEFINITIONS

The definitions and rules of interpretation in this clause apply in this agreement.

- i. **Authorized Users:** Those employees, agents and independent contractors of the Purchaser who are authorized by the Purchaser to use the Services and the Documentation, as further described in clause 2.2(d).
- ii. **Business Day:** Any day which is not a Saturday, Sunday or public holiday in Uganda.
- iii. **Normal Business Hours:** 8.00 am to 5.00 pm local East African time, each Business Day.
- iv. **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.
- v. **Purchaser Data:** The data input by the Purchaser, Authorized Users, or the Supplier on the Purchaser's behalf for the purpose of using the Services or facilitating the Purchaser's use of the Services.
- vi. **Documentation:** The user manuals and instructions made available to the Purchaser by the Supplier online via or such other web address notified by the Supplier to the Purchaser from time to time which sets out a description of the Services and the user instructions for the Services.
- vii. **Effective Date:** The date of this agreement.
- viii. **Renewal Period:** The contract shall be renewed upon satisfactory performance and need to roll out to various MDAs & LGs in case the roll out assignment is not completed in the **three years** period.



- ix. **Services:** The Service services provided by the Supplier to the Purchaser under this agreement as more particularly described in the Documentation.
- x. **Software:** The Integrated Management Information System provided by the Supplier as part of the Services.
- xi. **Service Fees:** The Service fees payable by the Purchaser to the Supplier for the User Services, as set out in paragraph 1 of Schedule 1.
- xii. **Service Term:** has the meaning given in clause 13.1.
- xiii. **Support Services Policy:** The Supplier's policy for providing support in relation to the Services as made available at or such other website address as may be notified to the Purchaser from time to time.
- xiv. **User Services:** the user Services purchased by the Purchaser entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement.
- xv. **Clause, schedule and paragraph headings** shall not affect the interpretation of this agreement.
- xvi. **A person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- xvii. **A reference to a company** shall include any company, corporation or other body corporate, wherever and however incorporated or established,
- xviii. **Words** in the singular shall include the plural and vice versa.
- xix. A **reference to one gender** shall include a reference to the other genders.
- xx. **A reference to a statute or statutory provision** is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- xxi. **References to clauses and schedules** are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

39. SCHEDULES

39.1 Price Schedule per Entity

39.2 Financial Proposal for Piloting the EDRMS per Entity

a) Summary

No	Item	Amount (UGX) - Tax Inclusive
1	Software Fees	110,900,000
2	Professional Fees	78,000,000
3	Reimbursable & Miscellaneous	11,100,000
Total Budget		200,000,000

b) Detail

Software Fees					UGX
No	Description of Cost	Qty	Unit	Unit Price	Amount
1	Software upgrade and patching fees	1	Unit	110,900,000	110,900,000
Subtotal					110,900,000

Professional Fees

No		Number	Qty	Unit	Rate	Amount
Key Technical Team						
1	Project Manager / Team Lead	1	30	Days	200,000	6,000,000
3	Records Management Specialist	2	30	Days	150,000	9,000,000
4	Computer Programmer	2	30	Days	150,000	9,000,000
5	Trainer	1	20	Days	150,000	3,000,000
Support Personnel						
6	Data Entry Clerks	2	20	Days	120,000	4,800,000
7	Records Assistants	2	30	Days	300,000	18,000,000
8	Computer program assistant	2	30	Days	320,000	19,200,000
9	Support Trainers	1	30	Days	300,000	9,000,000
Subtotal						78,000,000

Reimbursable & Miscellaneous

					UGX
No	Description of Cost	Qty	Unit	Unit Price	Amount
1	Communication, Internet Costs	3	Months	2,500,000	7,500,000
2	Other Miscellaneous Expenses	3	Months	1,200,000	3,600,000
Subtotal					11,100,000

40. GENERAL CONDITIONS OF CONTRACT FOR THE PROCUREMENT OF CONSULTANCY SERVICES

A General Provisions

1 Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
 - (a) "Consultant" means the natural person, private or government entity, or a combination of the above, whose proposal to perform the Contract has been accepted by the Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Consultant.
 - (b) "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.
 - (c) "Contract Documents" means the documents listed in GCC 4.1, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - (d) "Contract Price" means the sum stated in the Agreement representing the maximum, total or estimated amount payable for the provision of the Services.
 - (e) "Day" means working day. "Month" means calendar month.
 - (f) "Eligible Countries" means the countries and territories eligible as listed in the SCC.
 - (g) "Foreign Currency" means any currency other than Uganda Shillings.
 - (h) "GCC" means the General Conditions of Contract.
 - (i) "Local Currency" means Uganda Shillings.
 - (j) "Lump sum contract" means a contract under which the Services are performed for an all, inclusive fixed total amount.
 - (k) "Member," where the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities; and "Member in Charge" means the entity authorised to act on all the Members behalf in exercising all the Consultants' rights and obligations towards the Procuring and Disposing Entity under the Contract and named in the SCC.
 - (l) "Party" means the Procuring and Disposing Entity or the Consultant, as the case may be, and "Parties" means both of them.
 - (m) "Personnel" means persons engaged by the Consultant or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so engaged had their domicile outside Uganda; "Local Personnel" means such persons who at the time of being so engaged had their domicile inside Uganda; and "Key Personnel" means those Personnel that are regarded by the Consultant as essential to the successful completion of the Services and related tasks.
 - (n) "Procuring and Disposing Entity" means the entity purchasing the Services, as specified in the Agreement.

- (o) "SCC" means the Special Conditions of Contract.
- (p) "Services" means the professional or specialised Services to be performed by the Consultant as described in the contract and shall include consultancy Services.
- (q) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided is subcontracted by the Consultant.
- (r) "Time based contract" means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent.
- (s) "Tribunal" means a Tribunal established under the PPDA Act, 2003
- 1.3 The word "Government" shall mean the Government of the Republic of Uganda.
- 1.4 If the context so requires it, singular means plural and vice versa.
- 1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring and Disposing Entity and the Consultant.

2 Corrupt Practices

- 2.1 It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Consultants under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:
 - a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (I) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.

- 2.2 The Consultant shall permit the Government of Uganda to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.
- 2.3 In pursuit of the policy defined in GCC Clause 2.1, the Procuring and Disposing Entity may terminate a Contract in accordance with GCC Clause 15 if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Consultant, during the procurement or the execution of that contract.

3 Confidential Information

- 3.1 The Procuring and Disposing Entity and the Consultant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any reports or data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Consultant may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring and Disposing Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Consultant shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Consultant under the Contract.
- 3.2 The Procuring and Disposing Entity shall not use such documents, data, and other information received from the Consultant for any purposes unrelated to the contract. Similarly, the Consultant shall not use such documents, data, and other information received from the Procuring and Disposing Entity for any purpose other than the design, procurement, or other work and Services required for the performance of the Contract.
- 3.3 The obligations of a party under GCC Clauses 3.1 and 3.2 shall however not apply to information that:
 - (a) the Procuring and Disposing Entity or Consultant need to share with any institution participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 3.4 The provisions of GCC Clauses 3.1 and 3.2 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Services or any part thereof.
- 3.5 The provisions of GCC Clauses 3.1 and 3.2 shall survive for a period of two years from completion or termination, for whatever reason, of the Contract.

B The Contract

4 Contract Documents

- 4.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Consultant's Proposal as amended by clarifications,
 - (c) Special Conditions of Contract,
 - (d) General Conditions of Contract,
 - (e) Statement of Requirements,
 - (f) Minutes of negotiations if any,
 - (f) any other document listed in the SCC as forming part of the Contract.

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

- 4.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring and Disposing Entity or the Consultant may be taken or executed by the authorised representatives specified in the SCC.
- 4.5 The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

5 Governing Law

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

6 Language

- 6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant and the Procuring and Disposing Entity, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 6.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7 Notices

- 7.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.

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

8 Commencement of Services

8.1 The Consultant shall commence the Services within the time period specified in the SCC after the date of signature of the Agreement.

9 Assignment

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

10 Subcontracting

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

10.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 35.

11 Contract Amendments

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

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

11.3 Prices to be charged by the Consultant for any related or additional Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.

11.4 An Amendment to Contract shall be signed by both Parties following agreement to the proposed changes required and shall make adjustments for the impact on the Contract Price, completion period or any other condition.

12 Change in Laws

12.1 Unless otherwise specified in the Contract, if after the date of the Request for Proposals Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for by a contracts amendment or a price adjustment in accordance with GCC Clause 32.

13 Force Majeure

- 13.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 13.2 Force Majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
 - (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations.
 - (c) insufficiency of funds or failure to make any payment required hereunder.
- 13.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 13.4 A Party affected by an event of Force Majeure shall take all reasonable measures to:
- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
 - (b) minimise the consequences of any event of Force Majeure.
- 13.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 13.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.
- 13.7 Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

14 Suspension of Assignment

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

- (a) specify the nature of the failure; and
 - (b) request the Consultant to remedy such failure within a period not exceeding thirty days
- after receipt by the Consultant of such notice of suspension.

15 Termination

- 15.1 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 15.1 (a) to (h), terminate the Contract if:
- (a) the Consultant fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 14 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
 - (b) the Consultant becomes, or if any of the Consultant's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary other than for a reconstruction or amalgamation;
 - (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
 - (d) the Consultant submits to the Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;
 - (e) the Consultant is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
 - (f) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
 - (g) the Consultant, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or
 - (h) the Tribunal directs that a contract should be terminated.
- 15.2 The Consultant may, by not less than thirty days written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 15.2 (a) to (d) terminate the Contract if:
- (a) the Procuring and Disposing Entity fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to GCC Sub-Clause 23.2 within forty-five days after receiving written notice from the Consultant that such payment is overdue;
 - (b) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Consultant's notice specifying such breach;

- (c) the Consultant is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (d) the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 15.3 If either Party disputes whether an event specified GCC Clauses 15.1 or GCC Clause 15.2 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

16 Cessation of Rights and Obligations or Services

- 16.1 Upon termination of the Contract pursuant to GCC Clause 15, or upon completion of the Services pursuant to GCC Clause 18 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
 - (b) the obligation of confidentiality set forth in GCC Clause 3;
 - (b) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Sub-Clause 2.2; and
 - (c) any right which a Party may have under the Governing Laws.
- 16.2 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 7, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring and Disposing Entity, the Consultant shall proceed as provided, by GCC Clause 44.

17 Settlement of Disputes

- 17.1 The Procuring and Disposing Entity and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.*
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act Cap 4 laws of Uganda or such other formal mechanism specified in the SCC.

18 Completion Period of the Services

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

C Obligations of the Procuring and Disposing Entity

19 Provision of Information and Assistance

- 19.1 The Procuring and Disposing Entity shall supply the Consultant with any information or documentation at its disposal which may be relevant to the performance of the

contract. Such documents shall be returned to the Procuring and Disposing Entity at the end of the period of the Contract.

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

20 Provision of Counterpart Staff

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

D Payment

21 Contract Price and Currency

- 21.1 The Contract Price shall be expressed as a specific amount or amounts in the Agreement representing:
- (a) the total amount payable for a Lump Sum contract; or
 - (b) the maximum amount for a Time Based contract.
- 21.2 Payments shall be made in the currency or currencies of the contract price, unless otherwise specified in the SCC.
- 21.3 The Contract Price may only be changed as provided for in GCC Clause 11.

22 General Payment Procedure

- 22.1 The provisions of this Clause apply to all contracts subject to these GCC. Additional provisions at GCC Clause 30 or 31 shall apply as follows:
- (a) the provisions of GCC Clause 30, Option 1 shall apply to Lump Sum contracts;
 - (b) the provisions of GCC Clause 31, Option 2 shall apply to Time Based contracts.
- The type of contract applicable is stated in the SCC.
- 22.2 In consideration of the Services performed by the Consultant under the Contract, the Procuring and Disposing Entity shall make to the Consultant such payments in such manner as is provided by the Contract.

23 Invoice Procedure

- 23.1 The Procuring and Disposing Entity shall receive payment requests made by submission of invoices and all supporting documents and shall certify such invoices for payment. The Procuring and Disposing Entity shall certify or reject such requests for payment within five days from receipt.
- 23.2 Where such payment requests are rejected, the Procuring and Disposing Entity shall promptly advise the Consultant of the reasons for rejection.
- 23.2 The Procuring and Disposing Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring and Disposing Entity shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Consultant, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.

24 Documentation to Support Invoices

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

25 Payment Schedule

- 25.1 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.

26 Advance Payment Guarantee

- 26.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC.

- 26.2 Should the advance payment guarantee cease to be valid and the Consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring and Disposing Entity from future payments due to the Consultant under the contract.
- 26.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Consultant.

27 Payment Terms

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

28 Final Statement and Payment

- 28.1 A final payment shall be made against submission by the Consultant of a final statement, identified as such and approved by the Procuring and Disposing Entity. The final statement shall be deemed approved by the Procuring and Disposing Entity ninety working days after receipt by the Procuring and Disposing Entity unless the Procuring and Disposing Entity, within this period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the deliverables or the final statement.
- 28.2 Any amount which the Procuring and Disposing Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Consultant to the Procuring and Disposing Entity within thirty days after receipt by the Consultant of a notice thereof. Any such claim by the Procuring and Disposing Entity for reimbursement must be made within twelve months after receipt by the Procuring and Disposing Entity of a final statement approved by the Procuring and Disposing Entity.
- 28.3 Upon termination of the Contract pursuant to GCC Clauses 15, the Procuring and Disposing Entity shall make the following payments to the Consultant:
- (a) fees for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to GCC Clauses 15.1(a) to (d) and 15.1(g) to (h) reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

29 Accounts

- 29.1 All payments under the Contract shall be made to the accounts of the Consultant specified in the Invoice.

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

- 30.1 The Contract Price shall be a fixed total lump-sum including all Personnel costs, Sub-contractors' costs, printing, communications, travel, accommodation, and all other costs to be incurred by the Consultant in carrying out the Services described in the Contract.
- 30.2 Total payments under this Contract shall not exceed the Contract Price.
- 30.3 The Contract Price shall be claimed in lump-sum instalments against deliverables specified in GC Clause 25 and in accordance with the documentary requirement stated in GC Clause 24.

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

- 31.1 The Consultant's total remuneration shall not exceed the Contract Price stated in the Agreement.
- 31.2 The Consultant shall notify the Procuring and Disposing Entity as soon as cumulative charges incurred for the Services have reached 80% of the Contract Price.
- 31.3 Separate invoices shall be submitted for fees and for reimbursable expenditure.
- 31.4 Fees for the Personnel shall be claimed in accordance with the documentary requirement stated in GC Clause 24.
- 31.5 Fees for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services or such other date as the Parties may agree in writing. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract and subject to such additional provisions as are set forth, in the SCC.
- 31.6 Reimbursable expenditures shall include costs actually and reasonably incurred by the Consultant in the performance of the Services and are specified in the Contract.
- 32 Price Adjustments**
- 32.1 Prices charged by the Consultant for the Services performed under the Contract shall not vary from the prices quoted in the Contract, with the exception of any price adjustments authorised in the SCC.
- 33 Taxes and Duties**
- 33.1 Except as otherwise specifically provided in the SCC, the Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the Services to be supplied under the Contract.
- 33.2 If any tax exemptions, reductions, allowances or privileges may be available to the Consultant in Uganda, the Procuring and Disposing Entity shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.
- 33.3 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of proposal submission in Uganda (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Consultant, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

E Obligations of the Consultant

- 34 Obligations of the Consultant**
- 34.1 The Consultant shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 34.2 The Consultant shall submit to the Procuring and Disposing Entity the reports and other deliverables, specified in the Contract.
- 34.3 The Consultant shall respect and abide by all laws and regulations in force and shall ensure that its personnel, their dependants, and its local employees also respect and

abide by all such laws and regulations. The Consultant shall indemnify the Procuring and Disposing Entity against any claims and proceedings arising from any infringement by the Consultant, its employees and their dependants of such laws and regulations.

- 34.4 The Consultant shall treat all documents and information received in connection with the contract as confidential in accordance with GCC Clause 3.
- 34.5 The Consultant shall obtain the Procuring and Disposing Entity's prior approval in writing before taking any of the following actions:
- a) appointing any member of the Personnel that are not named in the Contract;
 - b) entering into a subcontract that is not specified in the Contract, for the performance of any part of the Services, it being understood that the Consultant shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (c) any other action that may be specified in the SCC.

35 Eligibility

- 35.1 The Consultant and its Subcontractors shall have the nationality of an eligible country. A Consultant or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 35.2 The Consultant and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries.

36 Joint Venture, Consortium or Association

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

37 Code of Conduct

- 37.1 The Consultant shall at all times act loyally and impartially and as a faithful adviser to the Procuring and Disposing Entity in accordance with the rules and/or codes of conduct of its profession. It shall, in particular, refrain from making any public statements concerning the Services without the prior approval of the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

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

38 Conflict of Interests

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

38.2 The Consultant shall after the conclusion or termination of the Contract, be limited in its role in connection with the project and shall not be permitted any further involvement in the provision or procurement of works, supplies or further Services other than a continuation of the Services, for any project resulting from or closely related to the Services.

38.3 The Consultant shall not engage, and shall cause their Personnel and Subcontractors not to engage, either directly or indirectly, in any of the following activities:

- a) during the term of the Contract, any business or professional activities in Uganda which would conflict with the activities assigned to them under the Contract; and
- b) after the termination of the Contract, such other activities as may be specified in the SCC.

38.4 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

38.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Procuring and Disposing Entity.

39 Indemnification

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

39.2 At its own expense, the Consultant shall indemnify, protect and defend the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's failure to perform its obligations provided that:

- (a) the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;
- (b) the ceiling on the Consultant's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Consultant's wilful misconduct;
- (c) the Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and

shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

- 39.3 The aggregate liability of the Consultant to the Procuring and Disposing Entity shall not exceed the total contract value or such other amount specified in the SCC.
- 39.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Procuring and Disposing Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or
 - b) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Procuring and Disposing Entity.
- 39.5 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

40 Insurance to be taken out by the Consultant

- 40.1 The Consultant shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring and Disposing Entity as shall be specified in the SCC.
- 40.2 The Consultant shall at the Procuring and Disposing Entity's request, provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained.

41 Accounting, Inspection and Auditing

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

F Performance of the Services

42 Scope of Services

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

43 Specifications and Designs

- 43.1 The Consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Procuring and Disposing Entity and taking into account the latest design criteria.
- 43.2 The Consultant shall ensure that any specifications and designs and all documentation relating to procurement of Works, Supplies and Services are prepared on an impartial basis so as to promote competitive tendering.

44 Property of Deliverables

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

45 Extensions of Time

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

46 Consultant's Personnel

- 46.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Consultant shall be responsible for the quality of the Personnel.
- 46.2 If required by the Contract, the Consultant shall ensure that a resident project manager, acceptable to the Procuring and Disposing Entity, takes charge of the performance of the Services.
- 46.3 The Services shall be carried out by the Personnel specified in the Contract for the period of time indicated therein. The title, job description, and estimated period of engagement of each of the Consultant's Key Personnel shall be listed in the Contract.
- 46.4 The Key Personnel and Sub-contractors listed by title/position and by name in the Contract are hereby approved by the Procuring and Disposing Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring and Disposing Entity for review and approval a copy of their biographical data. If the Procuring and Disposing Entity does not object in writing stating the reasons for the objection, within twenty-one days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Procuring and Disposing Entity.
- 46.5 The Consultant may with the prior approval of the Procuring and Disposing Entity make minor adjustments to the periods of input for Key Personnel as may be appropriate to

ensure the efficient performance of the Services, provided that such adjustments do not cause the payments made under the contract to exceed the Contract Price.

- 46.6 Adjustments with respect to the periods of engagement of Key Personnel which shall cause the total contract payments to exceed the Contract Price shall only be made with the Procuring and Disposing Entity's written approval.
- 46.7 If additional work is required beyond the Statement of Requirements specified in the Contract, the estimated periods of engagement of Key Personnel set forth in the Contract may be increased by agreement in writing between the Procuring and Disposing Entity and the Consultant, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under the Contract to exceed the Contract Price specified in the Agreement.

47 Working Hours of the Personnel

- 47.1 Working hours and holidays for Key Personnel are set forth in the Contract. To account for travel time, foreign Personnel carrying out Services inside Uganda shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Uganda.
- 47.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave unless otherwise specified in the SCC. Except as specified in the Contract, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in the Contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

48 Replacement of Personnel

- 48.1 The Consultant shall not make changes in the Personnel without the prior written approval of the Procuring and Disposing Entity. The Consultant must on its own initiative propose a replacement in the following cases:
- a) in the event of death, illness for an extended period or in the event of accident of a member of Personnel.
 - b) if it becomes necessary to replace a member of Personnel for any other reasons beyond the Consultant's control (e.g. resignation, etc.).
- 48.2 The Procuring and Disposing Entity may request a replacement with a written and justified request if in the course of performance, it considers that a member of the Personnel does not perform its duties satisfactorily under the contract.
- 48.3 Where a member of Personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid for the replacement cannot exceed that paid for the member of Personnel who has been replaced. Where the Consultant is unable to provide a replacement with equivalent qualifications and/or experience, the Procuring and Disposing Entity may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept a replacement with lesser qualifications, provided that the fees of the latter are reduced to reflect the appropriate remuneration level.
- 48.4 Additional costs incurred in the replacement of Personnel are the responsibility of the Consultant. Where the expert is not replaced immediately and it is some time before the new expert takes up its functions, the Procuring and Disposing Entity may ask the Consultant to assign to the project temporary personnel pending the arrival of the new personnel, or to take other measures to compensate for the temporary absence of the

missing personnel. The Procuring and Disposing Entity shall make no payment for the period associated with the Personnel's absence while the position is not filled.

49 Medical and Insurance arrangements


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



41. SPECIAL CONDITIONS OF CONTRACT for GOU

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

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: MOICT/SRVCS/2020-21/00001
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
GCC 1.2(k)	Member in Charge: The Member in Charge is: N/A since this is not a JV and The Contract Manager on behalf of the Purchaser shall be Silas Ngabirano or any other person appointed by the Permanent Secretary.
GCC 4.1(f)	Contract Documents: Other documents forming part of the contract are: <ul style="list-style-type: none">▪ Record of pre-bid meeting, if any.▪ Record of negotiations, if any.▪ Solicitor General's Clearance
GCC 4.4	The Authorised Representative of the Ministry: The Permanent Secretary Ministry of Information, Communications Technology National Guidance. Street Address: Plot 10/12, ICT House, Parliamentary Avenue, Floor/Room number: Room 10 Town/City: Kampala Postal Code/P.O. Box: P.O. Box 7817, Kampala Country: Uganda Telephone: 256-0414-381547 Facsimile number: www.ict.co.ug

GCC clause reference	Special Conditions of Contract
	<p><u>For the Consultant:</u> Authorised Representatives: The Authorised Representatives for the Consultant: Annie Ninkijuka Katushabe, Managing Partner, Info Consults International Ltd Street Address: Plot 11 John Babiiha Avenue Postal Code/P. O. Box No: P.O Box 34507 Telephone: 0776100098/0772402961 email: akatushabe@infoconsults.info; anniekatushabe@gmail.com</p>
GCC 5.1	Law: The Contract shall be governed by the Laws of Uganda.
GCC 7.1	<p><u>For the Procuring and Disposing Entity:</u> The Permanent Secretary, Ministry of Information, Communications Technology and National Guidance, Attention: The Permanent Secretary Street Address: Plot 10/12 Parliament Avenue Town/City: Kampala Postal Code P.O. Box 7817 Country: UGANDA Telephone: 256-0414-381547 Facsimile number: 0412505941 Email: vicent.bagiire@ict.go.ug</p> <p><u>For the Provider:</u> Authorised Representatives: Annie Ninkijuka Katushabe, Managing Partner, Info Consults International Ltd Street Address: Plot 11 John Babiiha Avenue Postal Code/P. O. Box No: P.O Box 34507 Telephone: 0776100098/0772402961 email: akatushabe@infoconsults.info, anniekatushabe@gmail.com</p> 

GCC clause reference	Special Conditions of Contract																
GCC 8.1	Commencement: The period within which the Services shall have commenced is: Date of contract signing.																
GCC 17.2	Dispute settlement: Dispute settlement shall be in accordance with the Arbitration and Conciliation Act, Cap 4 Laws of Uganda 2000.																
GCC 18.1	Completion of the Services: The Period within which the first call off order Service shall have been completed following commencement of the Services is: one year																
GCC 19.5(c)	Further Assistance: The Procuring and Disposing Entity shall provide the following further assistance: The Client will provide the following inputs, project data, reports, etc to facilitate the implementation of the contract.																
GCC 20.1	Counterpart Staff: Counterpart Staff shall not be provided																
GCC 21.2	Payment currencies: Payments shall be made in the currency or currencies of the contract price i.e. UGX (Uganda Shillings) The exchange rate for purposes of payment shall be the Bank of Uganda exchange rate prevailing at the time.																
GCC 22.1	The Contract is <i>Time Based</i>																
GCC 24.1	Documentation for Payment: The following documentation shall be required to support invoices requesting payments: <ul style="list-style-type: none"> - The requisite report - The Clients approval of the report 																
GCC 25.1	Payment Schedule: The payment schedule shall be; <table border="1" data-bbox="318 1633 1333 2011"> <thead> <tr> <th></th> <th>Description</th> <th>Deliverables</th> <th>Payment (Percentage)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception</td> <td>Approved Inception Report</td> <td>50%</td> </tr> <tr> <td>2</td> <td>Completion of development and deployment</td> <td>Approved system development and deployment report</td> <td>30%</td> </tr> <tr> <td>3</td> <td>System handover</td> <td>System Handover Report</td> <td>20%</td> </tr> </tbody> </table>		Description	Deliverables	Payment (Percentage)	1	Inception	Approved Inception Report	50%	2	Completion of development and deployment	Approved system development and deployment report	30%	3	System handover	System Handover Report	20%
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3	System handover	System Handover Report	20%														

GCC clause reference	Special Conditions of Contract
GCC 26.1	<p>The Advance Payment will be equivalent to N/A and will be paid in the same currencies and proportions as the Contract Price.</p> <p>It will be paid to the Contractor within N/A.</p>
GCC 27.1	<p>Payment Period: Payment shall be made by the Procuring and Disposing Entity within 30 days of receipt and certification of the invoice accompanied by supporting documents and within 60 days in the case of the second and final payment.</p>
GCC 31.5	<p>Additional provisions: The additional provisions for Personnel time are: N/A</p>
GCC 32.1	<p>Price variation: The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.</p>
GCC 33.1	<p>Taxes and duties: The Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:</p>
GCC 34.5(c)	<p>The Procuring and Disposing Entity's prior approval: The Procuring and Disposing Entity's prior approval is also required for: any subcontracting by the consultant, any changes of key personnel.</p>
GCC 36.1	<p>Joint Venture requirements: The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.</p>
GCC 38.3(b)	<p>Additional activities prohibited: The following additional activities are prohibited: N/A.</p>
GCC 39.3	<p>Total Liability: The total liability under the Contract shall be the total contract value.</p>
GCC 40.1	<p>Insurance taken out by Consultant: The risks and coverage shall be:</p> <ul style="list-style-type: none"> (I) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 44.1	<p>Restrictions on the use of Deliverables: The future use of deliverables are restricted as follows:</p>
GCC 47.2	<p>Personnel entitlements: The Key Personnel shall be entitled to payment for: N/A</p>

Attachments

- i. Offer Letter from Ministry of ICT and National Guidance to the Supplier
- ii. Acceptance Letter from the Supplier
- iii. Revised Price Schedule from the Supplier
- iv. Proposal from the Supplier



TELEGRAMS: "ADMINISTER"
DIRECT LINES:
ATTORNEY GENERAL: 0414-343841
MINISTER OF STATE: 0414-343401
SOLICITOR GENERAL: 0414-343941
UNDER SECRETARY: 0414-342261
GENERAL LINES: 0414-230538/9
FAX: 0414-230802/254829
WEBSITE: www.justice.go.ug



MINISTRY OF JUSTICE AND
CONSTITUTIONAL AFFAIRS
P.O. BOX 7183
KAMPALA - UGANDA

In any correspondence on this subject
Please quote **ADM.7/59/02**

13th October, 2020

The Permanent Secretary
Ministry of Information,
Communications Technology
and National Guidance
P. O. Box 7817
Kampala.

**DRAFT FRAME WORK CONTRACT BETWEEN MINISTRY OF
INFORMATION, COMMUNICATION TECHNOLOGY AND NATIONAL
GUIDANCE (MOICT&NG) AND M/S INFOCONSULTS INTERNATIONAL
LIMITED FOR DESIGN, DEVELOPMENT, SUPPLY AND DEPLOYMENT OF
AN INTERGRATED ELECTRONIC RECORD AND DOCUMENT
MANAGEMENT SYSTEM.**

Reference is made to your letter dated 30th September, 2020; Ref:
MOICT/SRVCS/2020-21/00001 in respect of the above.

The draft frame work contract for the Design, Development, Supply and
Deployment of an Integrated Electronic Record and Document Management
System with M/s Infoconsults International Limited; at a unit price of Ugx.
154,100,000/= inclusive of taxes. per Ministry, Department or Agency is
hereby cleared for signature.

Please send to us a signed copy for our records.

Mawanda

FOR: SOLICITOR GENERAL.

Telephone: +256-414-236262
Fax: +256-414-231507
Website: www.ict.go.ug
In any correspondence on this
subject please quote
Ref: **ADM/70/188/02**



Ministry of ICT & National
Guidance
P O Box 7817
KAMPALA
UGANDA.

THE REPUBLIC OF UGANDA

2nd November 2020


The Managing Partner
Infoconsults International Limited
P. O. Box 34507
KAMPALA, UGANDA

**OFFER LETTER FOR THE DESIGN, DEVELOPMENT, SUPPLY AND
DEPLOYMENT OF AN ELECTRONIC RECORDS AND DOCUMENT
MANAGEMENT SYSTEM**

Reference is made to your proposal for implementing the Electronic Records and Document Management System (ERDMS) dated 20th July 2020.

I am pleased to inform you that the Ministry has carried out extensive evaluation of the proposal which was found to be technically sufficient. However, due to budget constraints we are unable to implement the system as earlier planned but intend to acquire the core system for piloting in two Ministries while scaling down the planned activities in order to fit in our budget.

The purpose of this letter, therefore is twofold, one to inform you of the offer to implement ERDMS in two Ministries and second to request you to review the proposal to fit our budget of Uganda Shillings Two Hundred Million (UGX200,000,000) per entity. We request you to submit a response confirming or rejecting this at least before 09 November 2020.



Baglire Vincent Waiswa

PERMANENT SECRETARY





IC/ICT/EDRMS L3-2020

04 November 2020

The Permanent Secretary,
Ministry of ICT & National Guidance,
P O Box 7818,
KAMPALA.

Dear Sir,

**ACCEPTANCE LETTER FOR THE DESIGN, DEVELOPMENT, SUPPLY AND
DEPLOYMENT OF AN ELECTRONIC DOCUMENT & RECORDS
MANAGEMENT SYSTEM (EDRMS)**

Reference is made to your offer letter dated 2nd November, 2020 to implement the EDRMS in two Ministries and also to review our financial proposal to fit within your budget of UGX 200,000,000 (Two Hundred Million Uganda Shillings only).

We thank you for your consideration amidst the Ministry budget constraints and hereby confirm our acceptance of the offer.

Please find attached our revised financial proposal with a total price of UGX 200,000,000 (Two Hundred Million Uganda Shillings only) per entity.

We await your guidance on the next steps.

Annie Ninkijuka Katushabe
MANAGING PARTNER



Info Consults

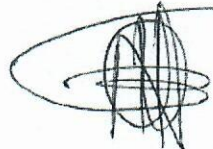

Manage info. Get empowered

No	Item	Amount (UGX) - Tax Inclusive
1	Software Fees	110,900,000
2	Professional Fees	78,000,000
3	Reimbursable & Miscellaneous	11,100,000
Total Budget		200,000,000

Software Fees				UGX
No	Description of Cost	Qty	Unit	Amount
1	Software upgrade and patching fees	1	Unit	110,900,000
Subtotal				110,900,000

No	Number	Qty	Unit	Rate	Amount
Key Technical Team					
1	Project Manager / Team Lead	1	30 Days	200,000	6,000,000
3	Records Management Specialist	2	30 Days	150,000	9,000,000
4	Computer Programmer	2	30 Days	150,000	9,000,000
5	Trainer	1	20 Days	150,000	3,000,000
Support Personnel					
6	Data Entry Clerks	2	20 Days	120,000	4,800,000
7	Records Assistants	2	30 Days	300,000	18,000,000
8	Computer program assistant	2	30 Days	320,000	19,200,000
9	Support Trainers	1	30 Days	300,000	9,000,000
Subtotal					78,000,000

No	Description of Cost	Qty	Unit	Unit Price	Amount
1	Communication, Internet Costs		3 Months	2,500,000	7,500,000
2	Other Miscellaneous Expenses		3 Months	1,200,000	3,600,000
Subtotal					11,100,000


 04/11/2020
 

Telephone: +256-414-236262
Fax: +256-414-231507
Website: www.ict.go.ug
In any correspondence on this
subject please quote
Ref: **ADM 70/81/05**



Ministry of ICT and
National Guidance
P O Box 7817
KAMPALA
UGANDA.

THE REPUBLIC OF UGANDA

14th July 2020


The Chief Executive
Info Consults International Ltd
KAMPALA, UGANDA

**REQUEST FOR PROPOSAL FOR IMPLEMENTING THE ELECTRONIC
RECORDS DOCUMENT MANAGEMENT SYSTEM**

Government through the Ministry of ICT and National Guidance designed the National ICT Initiatives Support Programme (NIISP) to facilitate the development of the ICT Innovation ecosystem and marketplace for local innovative digital products. NIISP primarily aims at facilitating the development of homegrown ICT solutions for use by both the public and private sector in Uganda.

Under the second call of innovations, in June 2019, Info Consults International Ltd was selected with a proposed solution for Electronic Records Document Management. Following the discussions with the technical teams at the Ministry of ICT and National Guidance, the Ministry of Public Service and your technical team, we are pleased to note that the system has been enhanced to meet the requirements of Government.

The purpose of this letter, therefore, is to request you to submit to us a technical and financial proposal for the design, development, customization and deployment of a comprehensive and integrated Electronic Records Document Management System as per the attached terms of reference. The proposal should be forwarded to us within 14 days.


Bagiere Vincent Waiswa
PERMANENT SECRETARY

Copy: Permanent Secretary, Ministry of Public Service



Info Consults
Manage info. Get empowered

*AC/EDRMS
for your entity
and necessary costs*

[Signature]
20/7/2020

IC/MIN ICT/EDRMS L2-202

20 July 2020



The Permanent Secretary,
Ministry of ICT & National Guidance,
P O Box 7818,
KAMPALA.

Dear Sir,

**PROPOSAL FOR IMPLEMENTING THE ELECTRONIC DOCUMENT RECORDS
MANAGEMENT SYSTEM (EDRMS)**

Reference is made to your letter dated 14th July, 2020 requesting for a proposal to implement the above mentioned system.

Please find attached our technical and financial proposal for the design, development, customisation and deployment of a comprehensive and integrated EDRMS as per the terms of reference.

Our financial proposal total price of UGX 354,100,000 (Three Hundred Fifty-Four Million One Hundred Thousand Uganda Shillings) is per entity, tax exclusive.

Annie Katushabe
MANAGING PARTNER

Technical & Financial Proposal

Electronic Document and Records Management System

To implement the Electronic Document & Records Management System (EDRMS) to selected Ministries, Departments and Agencies (MDAs) and Local Governments (LGs)

PREPARED FOR



MINISTRY OF ICT & NATIONAL GUIDANCE

NATIONAL ICT INITIATIVES SUPPORT PROGRAMME

PREPARED BY

Info Consults International

July 2020



ABBREVIATIONS

SYMBOL	MEANING
EDMS	Electronic Document Management System
NITA-U	National Information Technology Authority, Uganda
IT	Information Technology
NIISP	National ICT Initiatives Support Programme
MDAs	Ministries, Departments and Agencies
LG	Local Government
NPA	National Planning Authority



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1. BACKGROUND

Info Consults International Limited (Info Consults) is a consultancy company established in 2004 to provide solutions in Records Management (RM), Knowledge Management, Project Management and Information Technology. Info Consults partners with institutions that seek to enhance the means by which considerable volumes of documents that have been created and maintained largely for their administrative, historical, evidential and legal value are stored and retrieved.

The Ministry of ICT & National Guidance advertised and made the 2nd call for proposals from innovators for support under the National ICT initiatives support program (FY 2018/19). Info Consults applied and was selected and subsequently awarded the funds to design and develop an Electronic Document Management System [EDMS] as an innovation.

The proposed EDMS is intended to facilitate easy records capture, storage, search and retrieval, processing and maintenance; hence, enabling Government Ministries, Departments and Agencies (MDAs) to proactively and effectively execute their respective core mandates and functions through timely and informed decision-making.

By end of 2019, Info Consults using its own resources and support from NIISP had successfully designed and developed an EDMS, in consideration of the relevant laws, regulations, guidelines, standards and international best practice in order to enhance institutional compliance. The EDMS is suitable for all MDAs and Local Governments (LGs) regardless of type, nature, volume and format of the institutions' documents.

The EDMS has been successfully piloted at National Planning Authority (NPA) since October 2019 to date.

It's upon this background, that Info Consults is proposing, through NIISP, to pilot the EDMS at selected MDAs and LGs.



2. OBJECTIVE

Overall Objective

The main objective of the proposal is to pilot the EDMS to selected MDAs and LGs.

Specific Objectives

The specific objectives of the proposal are to:

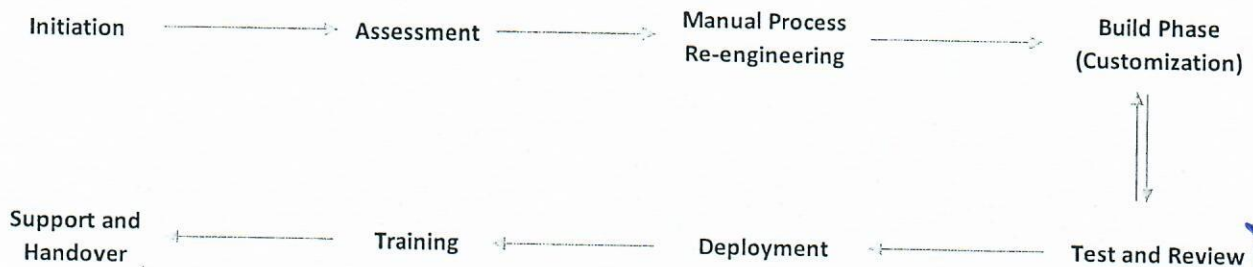
- (i) Establish functional manual records management systems that comply with relevant laws, regulations, guidelines, standards and best practice at selected MDAs/LGs.
- (ii) Customize the EDMS to suit the respective institutions' records and document management policies, processes and workflows.
- (iii) Train users, both business and technical, to successfully adopt, optimally utilize and maintain the EDMS system.
- (iv) Provide post implementation support and maintenance for a period of 4 calendar months.

3. METHODOLOGY

The section below outlines the technical approach and methodology Info Consults intends to use to pilot the EDMS at selected MDAs and LGs.

We understand that every MDA/LG is unique, and therefore the proposed methodology focuses on fully understanding and streamlining the existing manual records and document management processes, analyzing the requirements, and customizing the EDMS solution based on the processes and requirements. Training and capacity building of the MDA/LGs staff will be a priority and significant component of the pilot.

The piloting approach at each institution will be phased as indicated below and described in detail:



(ii) People.

- Top Management: assessment of their level of awareness and appreciation of the importance of records management and readiness to accept, support and adopt the project;
- Action officers and other users: assessment of their current records management practices and change needed;
- Records officers, administrative assistants and other records handlers: – assess their numbers, skills and experience to identify gaps and recommend suitable training.

(iii) Assessment of the IT (Hardware and Software) environment at MDA/LG

- Network Infrastructure: We will conduct a systematic review of the current networking infrastructure available to support the EDMS. If any gaps are identified, appropriate recommendations will be made.
- Server Infrastructure and Applications: This will involve assessment of the current/existing back-end server infrastructure, including server hardware, operating systems, specifications, and server inventory. In addition, data storage and protection such as backup, recovery solutions and storage technologies will be assessed as well as the hosting environment for the existing systems.
- IT Security: the existing IT Security infrastructure and safeguards for protecting the data/information will be assessed.

3.3 Manual Process Re-engineering

Info Consults will facilitate selected MDAs/LGs to professionally establish functional records management systems that comply with relevant laws, regulations, guidelines, standards and best practice.

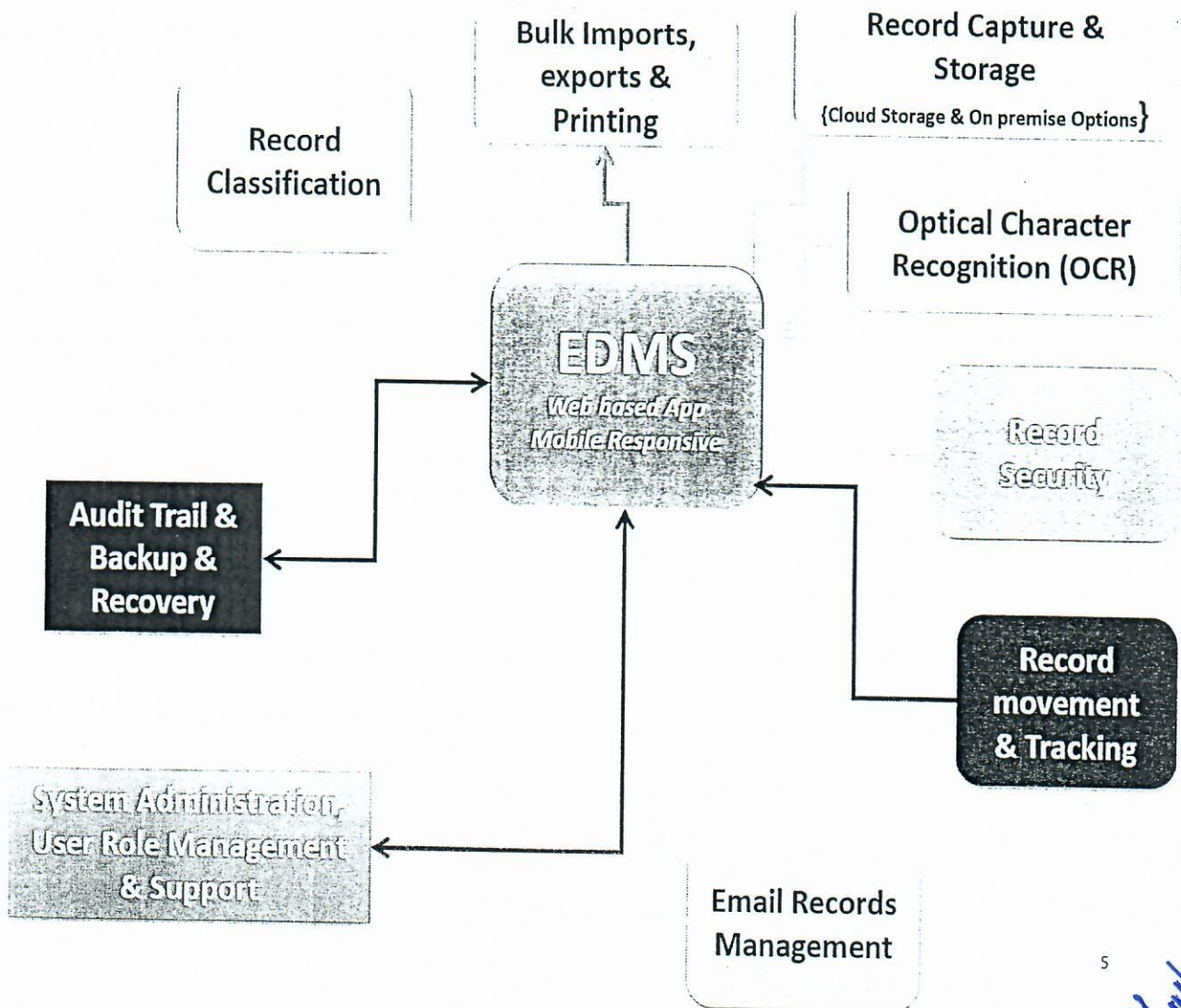
This is achieved through collating and sorting of records to enhance processing; preparing an inventory of record holding; developing a comprehensive Records/Document management Policy and guidelines.

Where necessary, Info Consults will design and implement records classification schemes, retention schedules/guidelines and operational manuals for repositories to guide the management of records throughout the active, semi-active and inactive stages (from creation to archival and/or destruction).

3.4 Build Phase (Customization)

(i) EDMS features/functions

Info Consults will customize the EDMS features/functions (graphically represented below) to suit the respective entity's records and document management policies, processes and workflows:



3.5 Test and Review Phase

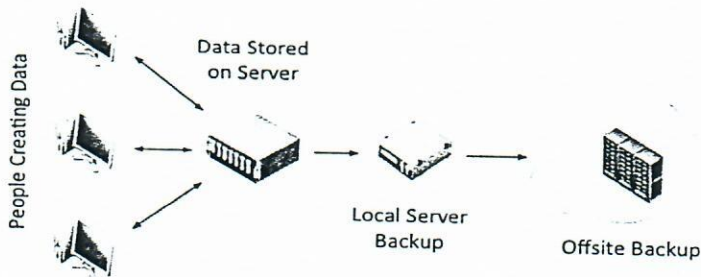
This phase will ensure all customized functions produce the intended results including the following:

- Correctness: The degree to which the EDMS software performs the required function.
- Conformance with Systems Development Standards.
- Integrity: Measuring a system's ability to withstand security attacks and prevent erroneous entry of data.

3.6 Deployment Phase

The purpose of this phase is to deploy the EDMS on the MDA/LG provided environment. Activities in this phase include:

- Installation of EDMS on the designated server environment.
- Ensure new deployments are included on the 3-2-1 Backup and Restore Strategy described below:



- [3] Ensure there are 3 copies of data in at least 3 different places i.e first on the Local Sever; second on the Local Network and the third offsite.
- [2] Have at least 2 different storage mediums/devices i.e Hard Disk and Tape Disk / CD.
- [1] Have at least 1 copy offsite to protect against something happening to the location, like a fire, theft, network spread malware, security breach, etc.
- Ensure that Backup Procedure is Automatic, depends less on human interaction and can be scheduled.
- Ensure that Recovery Procedure is documented and tested.

4. WORK PLAN

This work plan for the execution of the assignment will take three (03) calendar months per pilot site (MDA/LG). However, for multiple sites, we have capability to implement 2-3 sites concurrently.

Phases & Activities		Month1	Month2	Month3	Output
Phase 1	Initiation				
	Kick-off meeting,				Inception Report
	Identification and introduction to the key Personnel				
	Review and finalize a detailed project plan				
Phase 2	Assessment				
	Manual records process assessment				Identified Gaps and corrective recommendations (progressive report)
	Assessment of the IT (Hardware and Software)				
Phase 3	Manual Process Re-engineering				
	Develop, re-design or Implement Records management Process Improvements.				Re-engineered Records Management Processes.
Phase 4	Customization				
	Customize the EDRMS				Implementation Report
	Technical testing				
	Technical review				
Phase 5	Test and Review				
	Test plan				User Testing Report
	Test execution				
	Testing and documentation of results				
	Update technical issue/action log				
	Document test report				
Phase 6	Deployment				
	Installation at MDA/LG				Deployment Report
	Digitization of selected records (500 files)				
Phase 7	Training				
	Preparation				Skilled Staff
	Execution (training sessions)				
	Evaluation and feedback				
Phase 8	Handover and Support				
	EDRMS Commissioning				Completion Report
	Support				Monthly support status report

5. PROPOSED PROFESSIONAL TEAM

No.	Name	Designation
1	Erisania Kibaya	Project Manager
2	Steven Lutaaya	Records Management Specialists
3	Wence Benda Twesigye	Systems Analyst & Designer
4.	Simon Peter Kiyingi	Programmer and Database Designer
5.	David Kaisu	Lead Trainer



6. BUDGET (FINANCIAL PROPOSAL)

Financial Proposal for Piloting EDMS per MDA/LG

a) Summary

No	Item	Amount (UGX) - Tax Exclusive
1	Software Fees	110,400,000
2	Professional Fees	232,000,000
3	Reimbursable & Miscellaneous	11,700,000
Total Budget		354,100,000

b) Detail

Software Fees

No	Description of Cost	Qty	Unit	Unit Price	UGX Amount
1	Software upgrade and patching fees	1	Unit	110,400,000	110,400,000
Subtotal					110,400,000

Professional Fees

No	Key Technical Team	Number	Qty	Unit	Rate	UGX Amount
1	Project Manager / Team Lead	1	60	Days	750,000	45,000,000
2	Systems Analyst	1	40	Days	500,000	20,000,000
3	Records Management Specialist	1	40	Days	500,000	20,000,000
4	Computer Programmer	1	40	Days	500,000	20,000,000
5	Lead Trainer	1	40	Days	500,000	20,000,000
Support Personnel						
6	Data Entry Clerks	3	20	Days	350,000	21,000,000
7	Records Assistants	3	40	Days	300,000	36,000,000
8	Computer program assistant	1	40	Days	350,000	14,000,000
9	Support Trainers	3	40	Days	300,000	36,000,000
Subtotal						232,000,000

Reimbursable & Miscellaneous

No	Description of Cost	Qty	Unit	Unit Price	Amount
1	Communication, Internet Costs	3	Months	2,800,000	8,400,000
2	Other Miscellaneous Expenses	3	Months	1,100,000	3,300,000
Subtotal					11,700,000

7. ELIGIBILITY DOCUMENTS

- i. Certificate of Incorporation
- ii. Trading license certificate
- iii. VAT Registration Certificate
- iv. Current Trading License Certificate
- v. CVs of Key Staff

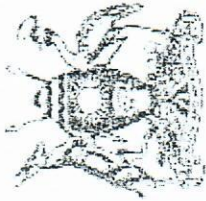
8. APPENDICES

- Eligibility Documents
- Curriculum vitae of key professional staff



Eligibility Documents

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THE REPUBLIC OF UGANDA

64623

FOR PUBLIC PURPOSES

Certificate of Incorporation

(under section 9, 11 of the Companies Act)

I CERTIFY that INFO CONSULTS INTERNACIONAL LIMITED

has this day been incorporated with Limited Liability

Dated at Kampala, this 15th day

of JUNE the year 2004

CERTIFIED TRUE COPY
[Signature]
15th day

[Signature]
BEN TUKIASINGURA
Registrar of Companies

[Signature]



For General Questions
 Call our General Line
 +256 (0)20 4869070 / +256 0882990009
 Or log onto www.kcca.go.ug



TLC: 2019780402

TRADE LICENCE CERTIFICATE
 09/05/2019

Business Name INFO CONSULTS INTERNATIONAL LIMITED **City operator** INFO CONSULTS INTERNATIONAL LIMITED
COIN 0005742304 **Telephone number** 256772499297
PRN 2190003758796

Section A. Payment registration details

Nature of Business:	Auditors/ accountants/ tax consultants	Trade License Payment Date:	2019-05-08 12:00:00
Amount (Ugx):	337500.00	TLC Code:	TLSS20257
Amount in words:	Three Hundred Thirty-Seven Thousand Five Hundred shillings only.		

Section B. Location Details

Building Name:	PLOT 5A	Division:	Central Division
Shop Number:		Parish:	KOLOLO I
Zone/Village:	HESRETH BELL ROAD	Grade:	1

Section C. Official KCCA Representative

Designation of the Authorized Signatory	Director Revenue Collection	Authorized Signature	
Issued By	Josephine Nanyanzi		

This Certificate has been issued on behalf of the Executive Director

The above COIN must appear on all your correspondences with Kampala Capital City Authority (KCCA).
 Please note that this certificate shall remain valid for 12 Months from the date of payment unless revoked.
 License Expiry Date: 2020-05-08 12:00:00



SERIAL NO

211169

ANY ALTERATIONS OR ERASURE VOID THIS DOCUMENT



UGANDA REVENUE AUTHORITY

VAT

VALUE ADDED TAX

Registration Certificate

This is to Certify that INFO CONSULTS INTERNATIONAL LIMITED of P.O. Box 9035 KAMPALA

located at 35 KAMPALA ROAD GENERAL POST OFFICE BUILDI and whose Tax Identification Number (TIN) B09-1010-7748-N has on this day of 01-Aug-2009 been registered pursuant to and in accordance with the VAT ACT CAP 349

The above person has been allocated the number 49818-J GIVEN under my hand and seal at Kampala on this day of 13-Jul-2009

NOTE


The above numbers must appear on all:

- Fax Invoices
- Correspondences to U.R.A offices
- Fax Return

YOU MUST DISPLAY THIS CERTIFICATE IN YOUR BUSINESS PREMISE

For any help contact the nearest URA Office

Commissioner General

 Uganda Revenue Authority <small>DEVELOPING UGANDA TOGETHER</small>	TRANSACTION TAX CLEARANCE CERTIFICATE	For General Tax Questions call our Toll Free 0800117000
	(Issued under Sec. 134 Income Tax Act, CAP 340)	Or log onto URA web portal https://ura.go.ug Notice - DT- 2091
Issue Date: 07/05/2020		

Certificate Reference Number

CR01200156189

Certificate Barcode



URA hereby certifies that the applicant whose particulars appear below has complied with the required tax obligations for the tax period from: 01/07/2019 to: 30/06/2020

Section A: Applicant's Particulars

Taxpayer Identification Number (TIN)	1000122694
Taxpayer's Legal Name	INFO CONSULTS INTERNATIONAL LIMITED
Taxpayer Business Name	
Physical Address	11A, ACACIA AVENUE, KAMAPALA, KAMPALA, KAMPALA CENTRAL DIVI, KAMPALA CENTRAL DIVISION

Section B: Addressee's Particulars

Taxpayer Identification Number (TIN)	1000145698		
Addressee's Legal Name*	PRIVATE SECTOR FOUNDATION UGANDA		
Addressee's Business Name			
Transaction Reference Number			
Phone Contact	00256 - 772438539	Email	fkisirinya@psfuganda.org.ug

Section C: Purpose of TCC

This TCC has been issued to the applicant for the purpose below:

- 1) Supplying goods or services to a Ministry, Department or Agency of Government

Section D: Official URA Representative

Name of Issuing Officer	AMON RUKUNDO		
Designation of Issuing Officer	Officers Grade 1	Contact Number	
This Certificate has been issued for and on behalf of the Commissioner / Commissioner General			

Dear client, you may check the validity of this T.C.C on the URA web portal: <https://ura.go.ug> using the reference number (above) or visit the nearest Domestic Tax Office.

- Note: This Tax Clearance Certificate is VALID only;
- i. If its presented in relation to the Tax period specified above
 - ii. If submitted to the Addressee and for the Purpose specified above.
 - iii. If not cancelled by the Commissioner/Commissioner General.

Curriculum vitae





Resume

Kibaya Erisania

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Career Objective:

Provide strategic, technical and operational leadership for business organizations in the ICT sector with a focus on enhancing profitability, increased market share and sustainability.

Summary of Expertise

Sector-Specific Core Competence		Business Strategy Development and Execution; ICT Projects Planning and Management; Telecom Operations & Infrastructure Management; Costs and Profitability Analysis; Sales and Marketing leadership; Contracts negotiation and strategic alliances
Countries of Operational Experience		Uganda, Tanzania, Rwanda, Cameroon, Gabon, Central Africa Republic, Equatorial Guinea, People's Republic of China.
Languages Spoken		English, Kiswahili, French and Basic Mandarin

Academic Qualifications

- Masters Degree in Business Administration, ESAMI, Arusha Tanzania (2017)
- Masters of Engineering in Computer Science & Technology, Hunan University, Changsha, P.R China (2005)
- Bachelor's Degree in Library and Information Science (1st Class Hons.) Makerere University, Kampala, (2001)



Professional Qualification

- Fiber Installation and Maintenance Practices, January 2013 By Fiber Technologies Uganda
- Project Management Drills for Senior Managers, Imperial Royale, 2012
- Certificate in Telecom Enterprise solution management, Huawei University, Shenzhen China, 2005.

Summary of Key Competencies and Qualities

- Currently serving as Managing Director for Sincro Sitewatch Ltd (Tanzania), where the key role is to provide leadership and manage organizational resources to improve business performance as well as ensure corporate and business strategy alignment to achieve company objectives.
- Provides leadership and management of Tier III Data Centers managed services for Millicom (Tigo) Tanzania, with 99.998% power uptime requirements fully complied to.
- Provides technical and strategic planning and project management oversight for all projects and operations to ensure attainment of business objectives.
- Contracts and Service Level Agreements management
- I have wide experience in Telecoms/ICT network infrastructure management, field projects management as well as field operations management.
- Ability to supervise and manage a team of professionals both in Project-like and formal full-time employment environments with strong analytical skills, including business modeling skills; problem solving ability and strategic thinking.
- Excellent interpersonal communications and presentation skills for business executives with a key focus on tailoring messages to suit the audience.
- I previously served as Strategy, Planning and Optimization manager for Uganda Telecom with strength in project management, solutions engineering, services & product development, network operations and network performance analysis.
- As Manager Strategy, Planning and Optimization, I was responsible for managing the development of strategic and detailed plans, covering Telecommunication infrastructure expansion & quality improvement initiatives and the implementation of new technologies; and in so doing ensure that the Networks and Systems offer the required services and are of the right design capacity and quality to meet the changing customer needs.

- Effectively managed a team of highly skilled network planning & optimization engineers who are charged with a duty of ensuring that both the existing and planned infrastructure meet business requirements.
- I was highly Involved in contract negotiations with key supplier of infrastructure equipment and services and able to close negotiations on time.
- I was instrumental in both CAPEX & OPEX budget formulation for the business plus ensuring that key budget objectives are met.
- I also previously worked as Assistant Technical Director, Huawei Technologies Overseeing Huawei's Products marketing strategy in the Central African Region (Cameroon, Gabon, Central Africa Republic and Equatorial Guinea), Head Office: Yaoundé, Cameroon.
- I was technical project leader for Network transformation projects of various Operators including Orange Cameroon, Libertis Network in Gabon and Telecel in Central Africa Republic with a CAPEX spend of over \$20M under his account.
- I coordinated market penetration and development strategies for major telecommunication operators in the region majorly MTN and Orange groups.
- I was overseeing Huawei GSM/UMTS Department Core Network and Radio Access Network Products marketing strategy in the Central African Region (Cameroon, Gabon, Central Africa Republic and Equatorial Guinea).
- Strong communication skills, tailoring messages to various audiences (e.g. external vs. internal; executive vs. front-line); Teamwork and personal commitment including willingness to do whatever it takes to get the job done

Areas of Specialization:

- Business Strategy development and Process mapping
- Business Performance Management
- Project management and Budgeting
- Telecom Operations and Infrastructure Planning
- Network Capacity Management and Analysis
- Information Systems Management, Data Mining and Reporting



Work Experience

August 2018-to Date: Project Manager Info Consults International Ltd.

Uganda

Key Responsibilities

- Direct and control the work and resources of the company projects and ensure the recruitment, selection and retention of the required numbers and types of well-motivated, trained and developed staff to ensure that the company achieves its mission and objectives.
- Provide technical training and skills transfer and organize all necessary training courses as may be required to elevate the levels of expertise.
- Provide project updates on a consistent basis to various stakeholders about strategy, adjustments, and progress.
- Provide strategic advice and guidance to the CEO and fellow Senior Directors, to keep them aware of developments within the industry and to ensure that the appropriate policies are provided to meet the Company's mission and objectives and to comply with all relevant statutory and other regulations.
- Establish and maintain effective formal and informal links with major customers, relevant government departments and agencies, local authorities, key decision-makers and other stakeholders generally, to exchange information and views and to ensure that the company is providing the appropriate range and quality of services.
- Using existing Knowledge and Networking experience especially with International contacts with other organisations and companies, establish, investigate and promote company growth with business opportunities and further development of work in the business community.
- Manage contracts with vendors and suppliers by assigning tasks and communicating expected deliverables by utilizing industry best practices, techniques, and standards throughout entire project execution



- Develop and maintain an effective marketing and public relations strategy to promote the products, services and image of the Company in the wider community.
- Represent the company in negotiations with customers, suppliers, government departments and other key contacts to secure the most effective contract terms for the company.

2016 May to June 2018: Strategy and Business Performance Consultant,

Wonderland Investment Company Ltd, Tanzania.

Key Responsibilities:

- Development and guidance on implementation of Wonderland Investment Company Corporate and technical business unit strategies
- Development of Wonderland Investment Company's business performance management system using industry standard tools;
- Implementation of a performance management and improvement process that leads to a positive and measurable impact on Wonderland's business objectives;
- Coordination with Projects, Finance and Human Resources department heads to ensure that appropriate measures are in place to improve performance and optimal allocation of resources.
- Lead on the design, development, implementation and training of all aspects of the Wonderland's Performance and Risk Management Framework.
- Generation of regularly business performance reports and making them available to the Managing Director and other management staff.
- Participates in organizational strategic planning, budgeting and other business plan formulation processes;
- Coordinates performance management and quality improvement capacity building for all levels of management and employees.
- Establishment of a continuous performance and quality improvement effort and monitoring and reporting system.
- Lead on the development and implementation of strategic planning and



performance arrangements including the development of a performance culture, promoting individual performance and accountability, sharing and learning and promotion of good practice.

- Establish and chair a cross-cutting performance management group to assist in the development and implementation of policies and practices to improve performance.
- Develop and maintain a strong and productive working relationship with Wonderland's clients with responsibility for assessing or peer reviewing the performance of the organization.
- Provide high level advice to the Managing Director and Management Team on all aspects of performance management, review and organizational / partnership assessment in line with Wonderland's Business Plan.

2015 March -2016 April: Business Development/Performance Manager, Reime Tanzania Ltd

Key Responsibilities:

- Development and implementation of REIME Tanzania's business performance management system using industry standard tools;
- Implementation of a performance management and improvement process that leads to a positive and measurable impact on REIME Tanzania's business objectives;
- Supervising and managing Telecom Infrastructure Maintenance teams' performance
- Coordination with Operations/Maintenance, Projects, Finance and Human Resources department heads to ensure that appropriate measures are in place to improve performance and optimal allocation of resources.
- Lead on the design, development, implementation and training of all aspects of the REIME Tanzania's Performance and Risk Management Framework.
- Generation of regularly business performance reports and making them available to the Managing Director and other management staff.
- Participates in organizational strategic planning, budgeting and other business

plan formulation processes;

- Coordinates performance management and quality improvement capacity building for all levels of management and employees.
- Establishment of a continuous performance and quality improvement effort and monitoring and reporting system.
- Represent REIME Tanzania on all aspects of the ACME Group Performance management initiatives.
- Lead on the development and implementation of strategic planning and performance arrangements including the development of a performance culture, promoting individual performance and accountability, sharing and learning and promotion of good practice.
- Establish and chair a cross-cutting performance management group to assist in the development and implementation of policies and practices to improve performance.
- Develop and maintain a strong and productive working relationship with REIME's clients with responsibility for assessing or peer reviewing the performance of the organization.
- Provide high level advice to the Managing Director and Management Team on all aspects of performance management, review and organizational / partnership assessment in line with REIME Tanzania's Business Plan.
- Ensuring that all required data is collected on a timely basis, regular reports on progress are distributed, and making recommendations for future improvements based on the data.
- Continuously manage process quality and data quality with compliance to internal standards and policies



2013-2015 March: Business Development Consultant UGICOM Ltd, Uganda.

Key Responsibilities:

- Provided general oversight of all UGICOM business development activities, including ensuring profitability and sustainability.
- Helped coordinate the strategic plan formulation process
- Overseeing the technical solutions dimensioning and propositions to potential customers
- Oversaw all market development initiatives
- Kept shareholders informed of developments in quality of products, sales growth, revenue collections, working capital cycle and cash flow efficiency.
- Assured a work environment that recruits, retains and supports quality staff. Assured processes for selecting, development, motivating, and evaluating staff
- Oversaw the fiscal activities of the organization including budgeting, reporting and audit.

2010-2013: Manager Network Strategy, Planning & Optimization, Uganda telecom

Key Responsibilities:

- Responsible for managing the development of strategic and detailed plans, covering Telecommunication infrastructure expansion & quality improvement initiatives and the implementation of new technologies; and in so doing ensure that the Networks and Systems offer the required services and are of sufficient design capacity and quality in meeting the changing customer needs.
- Manage the Network Planning and Optimization team charged with a duty of ensuring that both the existing and planned infrastructure is able to meet business requirements.
- I was highly involved in both CAPEX & OPEX budget formulation for the business plus ensuring that key budget objectives were met from a technical perspective.
- I was also involved in the initiation of key business turn around strategies that saw OPEX reduce from 43% to 23%.



- I was responsible for the network transformation project that was aimed at modernizing the major infrastructure nodes to improve on business competitiveness

Key Projects and Achievements

- Fiber network redeployment for western Uganda to pave way for road rehabilitation project
- Regionalization of the technical operations of Uganda telecom
- Development of the Uganda telecom infrastructure revamp strategy and technology roadmap
- Development and implementation OPEX management strategies that contributed to a 15% reduction on OPEX for the technical department

2009 - to 2010: Senior Core Systems Planner, Uganda telecom

Key Responsibilities:

- Collection and analysis of data for planning of the networks (switching, transmission, data/ISP, and wireless etc.)
- Preparation and evaluation of technical documents (tenders, bids, requests for proposals), research, technologies evaluation and selection, coordination with vendors and suppliers, etc.
- Designing and planning Voice and Mobile Broadband services on the whole network with a view of ensuring that customers are able to use these services without difficulty
- Advising management on utilization of network resources and of required services so that timely action is taken to provide customers with the required service

2007 - 2009: Assistant Technical Director, Huawei Technologies - Central African Region.

Responsibilities:

- Overseeing Huawei's Products marketing strategy in the Central African Region



(Cameroon, Gabon, Central Africa Republic and Equatorial Guinea), Head Office:
Yaounde, Cameroon.

- Coordinating market penetration and development strategies for major telecommunication operators in the region majorly MTN and Orange groups
- Management and supervision of technical staff.
- Overseeing Technical training programs for all locally recruited staff in the Central African Region and ensuring qualitative control in all training programs
- Identification, quantification, and recommending action plans to address new business opportunities according to overall marketing strategy in the region

2005 - 2007: Technical Sales Manager, Huawei Technologies Co. , Ltd

Responsibilities:

- Overseeing Huawei Core Network and Radio Access Network Products marketing strategy in the Central African Region (Cameroon, Gabon, Central Africa Republic and Equatorial Guinea), Head Office: Yaounde, Cameroon.
- Coordinating market penetration and development activities with MTN Cameroon, Telecel Centrafrique, Orange Cameroon, Libertis Gabon.
- Mobile Telecommunication End-to-End Network Solution Design;
- Network Design Project Price Quotation and Evaluation
- Overseeing GSM/UMTS Technical training programs for all locally recruited staff in the Central African Region and ensuring qualitative control in all training programs
- In-Charge of Regional market analysis for Mobile Products and Identifying market opportunities,
- Responsible for Mobile products sales promotion activities planning and implementation,
- Responsible for the mobile project planning and support, ensuring market penetration and achievement of company sales objectives
- Collection and analysis of marketing information.
- Identification, quantification, and recommending action plans to address new business opportunities according to overall marketing strategy in the region



Key Achievements

- Signed Five contracts within a period of 2 years in the region
- Huawei achieved 70% market penetration within the Central African Region partly with my personal efforts

Helped swap out of the then leading vendors within the region

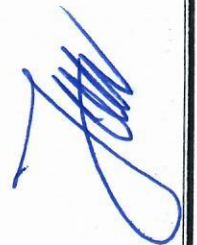
- Helped increase customer confidence in Huawei's solution design and CAPEX/OPEX optimization
- Helped establish a competitive brand name within the region

Latest Research Publication

Developing a sustainable infrastructure management business model for the telecom industry in Tanzania: MBA Thesis, 2017.

Referees:

1. Mr. Edward Mugerwa, Director IT Operations, Bank of Uganda (Formerly Head of Information Systems, Uganda Telecom)
2. Mr. Basil Sadindi, Chief Executive Officer, Peniel World Ltd,(Formerly Managing Director at Reime Tanzania) +260 763540242/+263 78 515 2876,
Email:bsadindi@gmail.com
Tel: +256 787 434463/+256 706 337379; Email: e.mugerwa@gmail.com
3. Mr. James Mulebeke, Vice President Vodafone Group in charge of Sub-Sahara Africa (Formerly Senior Account Manager at Huawei Technologies), +27 74 641 5591,
Email: jamo.alvo@gmail.com



STEVEN LUTAAYA

Steven is a professionally qualified Records and Archives Administrator with over ten [10] years' experience in Records and Archives Management. He is in charge of the Document Conversion & Quality Control [validation] and Policy Formulation at M/s Info Consults International Ltd.

He is knowledgeable in aspects of electronic records management systems, Policy and Guidelines formulation, Bar coding design system, Records preservation and conservation, Reference service, Logical file classification, Records retention and disposal, and storage systems. He possesses enormous records management exposure in Banking sector, Oil & Gas sector, and General Administration. *He has previously consulted with M/s National Planning Authority [NPA], M/s Tullow Uganda Operations [TUOP], M/s Bank of Uganda [BOU], M/s Public Procurement and Disposal Authority [PPDA], World of Choice Tours and travel and the Uganda Coffee Export Centre.*

His professional Qualifications include:

- Masters of Arts in Public Administration and Management with specialism in Public Policy – Ongoing. *Makerere University, Kampala.*
- Bachelors in Records and Archives Management 2016. *Makerere University, Kampala.*
- Diploma in Records and Archives Management, 2011, Makerere University. *Makerere University, Kampala.*
- Bachelor of Information Technology, 2008, Makerere University. *Makerere University, Kampala.*



Short Courses attended

- Advanced Electronic Data and Records Management, *M/s Capacity Building and Development Institute, Pretoria, South Africa 2017*
- Best practices in Electronic Records Management, *M/s Metrofile, Johannesburg, South Africa 2016.*
- Training in Electronic Data and Records Management, *M/s Providence Business Consultants, Pretoria, South Africa 2015.*

Conference and Attachments Attended

- Training in Procurement and Disposal Planning, Writing Specifications & Contract Management *at M/s Imperial Royale Hotel May 2019.*
- Attended the International Council on Archives [ICA] Conference in *Yaounde, Cameroon December 2018.*
- Invited to attend the "Business Archives and Trust" Conference of the Business Archives Council and the Section on Business Archives at the *National Archives in Kew, United Kingdom 2018.*
- Attended the Records Preservation and Conservation Field attachments at the *National Records and Archives Centre of South Africa, National Library of South Africa, Sound and Video Archives in Pretoria, South Africa 2015.*
- Presented a paper on corporate records and archives management at the IFLA satellite meetings forum in *Gaborone, Botswana and IFLA Conference in Cape Town, South Africa August 2014.*



Professional Membership:

- Member of the Section on Business Archives, International Council on Archives [ICA]
- Member of Eastern and Southern Africa Regional Branch [ESARBICA].
- Member of Society of American Archivist [SAA].

A handwritten signature in blue ink, appearing to be 'J. M. ...', located in the bottom right quadrant of the page.

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- Member of the Section on Business Archives, International Council on Archives [ICA]
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- Member of Society of American Archivist [SAA].



Curriculum Vitae

TWESIGYE WENCE BENDA

Last Updated on
1st Jan 2020

Mobile Phone: +256-785-485-346 | +256-705-010-850

Email: twenceb@gmail.com

Kampala, Uganda

*"when you move your
focus from competition
to contribution... life
becomes a celebration"*

Date of Birth : 25.04.84
Nationality : Ugandan
Marital Status : Married

Summary

A business-oriented and technically proficient IT Professional with ten (10) years of experience in Information Systems (IS); demonstrated ability to understand business processes and acquire technical knowledge and skills quickly allows me to initiate, design, support and apply technology to transform business functions and produce timely, user centric (user centred), cost-effective and innovative products and services.

MIS domain experience that spans from Health Informatics, Human Resource, Research, Business Management, Supply Chain (Stock, Inventory, Assets), Taxation, Accounting, Environment Management, Education, Road Construction, Power and Energy, etcetera.

I strongly believe in team work because our strength lies in our differences; I have great experience in working and managing teams competently. I am a great advocate for integration of Change Management with Project Management as an enabler for organisations to realise return on investment when impacted groups/stakeholders understand, adopt and embrace initiatives.

Key Strengths

- **Business Systems Analysis:** Requirement Gathering, Analysis, Stakeholder Management, Readiness Assessment, Change Management, Business Process Modelling, Data Modelling
- **Enterprise Architecture:** Business & IT dynamics, Business & IT Portfolio Analysis, TOGAF & Zachman Frameworks, ArchiMate Model, Visual Paradigm EA tool.
- **Systems Integration:** Web services, Services Oriented Architecture (SOA).
- **Data Warehousing & Business Intelligence:** Oracle Data Integrator (ODI), Oracle Business Intelligence Enterprise Edition (OBIEE), Ms Analytical & Integration Services, Tableau, and Microsoft Power BI.
- **Data Visualization and Info Graphics Design:** Adobe Illustrator, Corew Draw, Tableau, Microsoft Power BI, Google Charts, High Charts and Fusion Charts.
- **Database Management Systems:** Microsoft SQL Server, My SQL Server & Oracle.
- **Project Management, Monitoring and Evaluation.**
- **Data Management & Statistics:** Epidata & Stata.
- **Geographical Information Systems (GIS):** ArcView, ArcGIS and Geonode.
- **Programming Languages:** Java (J2SE and JEE), C++, Visual Basic, C#, and Python.
- **Design Patterns:** Model View Controller (MVC).
- **Content Management Systems (CMS):** SharePoint, WordPress, and Joomla.
- **Web Technologies:** HTML, CSS, XML, JavaScript, PHP & XHTML, Ajax, JSF.
- **Web Servers:** Microsoft IIS, Apache, Glassfish, Tomcat and Web logic.
- **Mobile Applications:** Web-Mobile, Android
- **Operating Systems:** Windows XP/Vista/7/8, Windows 2012 Server, Linux and Mac
- **Networking:** Wired & Wireless Networking, PBX & VoIP
- **Cloud Based Technologies**



Academic Qualifications

- **MSc. Information Systems**, Uganda Martyrs University, Uganda, Aug 2014 - Aug 2016.
- **BSc (Hons) 1st class – Information Technology and Computing**, Kyambogo University, Kampala Uganda, Aug 2005 to Aug 2008.
- **Uganda Advanced Certificate of Education (UACE)**, Kyambogo College School, Kampala Uganda, Jan 2003 to Dec 2004.
- **Uganda Certificate of Education (UCE)**, St. Peter's High School, Kampala Uganda, Jan 1999 to Dec 2002.

Professional Training and Certificates

- **Certificate in Predictive Analytics using Oracle Data Miner**, Jan 2017, Oracle University, Kenya Monetary School of Studies (KMS), Nairobi, Kenya.
- **Certificate in Data Mining using Oracle Data Miner**, Jan 2017, Oracle University, Kenya Monetary School of Studies (KMS), Nairobi, Kenya.
- **Certificate in Analytics using Oracle R**, Jan 2017, Oracle University, Kenya Monetary School of Studies (KMS), Nairobi, Kenya.
- **Certificate in Project Management using Microsoft Project**, April 2016, GMC (U) Ltd, Kampala, Uganda.
- **Certificate in Creating Analyses and Dashboards for Oracle Business Intelligence**, Aug 2015, Oracle University, Dubai, UAE.
- **Certificate in Building Repositories for Oracle Business Intelligence**, Aug 2015, Oracle University, Dubai, UAE.
- **Certificate in Oracle Business Intelligence Publisher**, Aug 2015, Oracle University, Dubai, UAE.
- **Certificate in Oracle Data Integration for Data Warehousing**, July 2015, Oracle University, Dubai, UAE.
- **Certificate in Data Warehousing Essentials**, July 2015, Oracle University, Dubai, UAE.
- **Training in Oracle Data Warehouse and Business Intelligence Tools (Oracle Data Integrator (ODI), Oracle Business Intelligence (OBIEE))**, One week, Oct 2014, Oracle Consulting Services, Uganda Revenue Authority.
- **Training in Oracle Database 11g, Web logic and Oracle Super cluster**, Jun - Aug 2014, Oracle University, Uganda Revenue Authority.
- **Training in Business Requirement Gathering and Analysis for Software Development**, One week, Jun 2013, Tez Business Solutions.
- **Analysis, Modelling and Design of systems using (PHP + MySQL) Technologies**, 1st March - 14th Mar 2011, Epiconcept, Paris, France.
- **Training in Qualitative Research Methods Interview and Focus Group Techniques**, Two weeks, Jan 2010, Colgate University of USA, Bwindi Community Hospital.
- **Certificate in Networking (Wired/Wireless LANs, PBX, VoIP, Fiber optic, CDMA, ISDN, ADSL, Voice and Fax)**, 10th Jan - 10th Feb 2008, ADWEST Technologies (U) Ltd.

Clinical Data Management Certificates

- **Good Clinical Practice (GCP)**, 2011, MSF - Epicentre, Mbarara Research Base Uganda
- **Data Management - Studies: Pilot Evaluation of Malaria Transmission, TB Colorimetric Study, PCR-ON-SLIDE TB Study, Aetiology of CNS Infections among Children**

Other Trainings

- **Certificate - Diversity and Inclusion**
- **Certificate - Introduction to Child Protection**
- **Certificate - Code of Conduct**
- **Certificate - Introduction to Whistle-blower**

Employment Experience
Systems Analyst Designer – Info Consults International Limited

Jun 2016 - To Date

Duties

- Implementing computer system requirements by defining and analyzing system problems; designing and testing standards and solutions.
- Define application problem by conferring with clients; evaluating procedures and processes.
- Develop solutions by preparing and evaluating alternative workflow solutions.
- Coordinate and/or lead technical trainings for staff, grantees, and partners to build skills and attain higher levels of competency and understanding of current trends and best practices in information systems
- Monitor and report on project implementation

Database Management Specialist – USAID Power Africa (USAID-PAUESA), Energy and Security Group (ESG)

Jan 2019 – Dec 2019

Duties

- Establish Management Information System (MIS) and GIS Database for Uganda's Electricity Connections Policy (ECP).
- Establish Information and Knowledge Management Systems for the USAID's Power Africa Uganda Electricity Supply Accelerator (USAID-PAUESA) Project.

Management Information Systems Advisor (MIS Advisor) - CDC Uganda, Health Systems Improvement Project (HSIP) Uganda, The Palladium Group

Aug 2017 – Nov 2018

Palladium works with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

Duties

Provide informatics, system design and programming expertise for the CDC funded - HSIP, Project in Uganda:

- Carry out business analysis for the project by identifying business requirements/needs and determining solutions to business problems. The solutions include software-systems development component, process improvement, organizational change or strategic planning and policy development.
- Work closely with the project management team to set the strategic direction for interoperability and integration of Health Information Systems including DHIS2.
- Manage the software development life cycle for multiple, integrated components, including SMS, mobile, APIs, automated alert systems, and dashboards.
- Responsible for architecting software products and other applications as required, estimating development efforts, delegating development tasks, and following software development best practices.
- Integrate central warehouse ERP (SAP) to facility electronic logistics management information system (eLMIS) for greater visibility and decision making.
- Build the capacity of MoH and Warehouse (MAUL) to develop facility level dashboards to serve as a supply chain management tool and feedback loop.

- Apply technical skills, standards and innovation to carry out project activities.
- Solve complex technical problems that arise throughout the project using creative and results oriented outside the box thinking.
- Hold agile team reviews for software design components including coding, code documentation, unit testing, and debugging.
- Serve as the focal point for all activities and be accountable for delivering the project on time, meeting all project requirements and meeting or exceeding client expectations.
- Participate in coding and other development tasks.
- Provide mentoring to less experience coding staff.

Key Achievements

- Developed web-based dashboard for real-time stock visibility. System integrates Health Facility eLMIS -to- Central Warehouse ERP.
- Designed Mobile App to integrate Health Facility eLMIS -to- Central Warehouse ERP.

ICT Team Lead, Data Warehouse & Business Intelligence Project, Uganda Revenue Authority, Kampala, Uganda

Oct 2015 – Aug 2017

The Uganda Revenue Authority (URA) is responsible for collecting and accounting for various forms of tax revenue, in Uganda.

Duties

- Collaborate with the consortium in carrying out readiness assessment of URA's IT infrastructure.
- Develop, evaluate, schedule and execute DWH/BI tests.
- Assess any system/technology implications of change requests during the lifetime of the project.
- Coordinate with Business Analysts and stakeholders to develop business requirements and specifications.
- Work with the DWH/BI solution provider to develop and prepare a business environment that will allow URA experience the effects of the data warehouse and business intelligence.
- Develop standard reports and dashboards based on business requirements.
- Working alongside the project team and solution provider, Model the DWH/BI design artefacts.
- Design and create the DWH related extraction, transformation and load of the data functions.
- Identify, train and enable DWH super users execute their role for effective change management and functioning of the DWH.

Achievements

- Validation of URA's BI requirements.
- Installation and configuration of the DWH/BI development, UAT and production environments.
- Development, review and validation of the DWH/BI design models
- Deployment of DWH/BI Solution for URA.

ETL Developer, Data Warehouse & Business Intelligence Project, Uganda Revenue Authority, Kampala, Uganda

Sep 2014 – Sep 2015

The Uganda Revenue Authority (URA) is responsible for collecting and accounting for various forms of tax revenue, in Uganda.

Duties

- Coordinate with ETL team to implement ETL procedures for new projects and maintain effective awareness of all production activities according to required standards and provide support to all existing applications.
- Perform tests and provide update to ETL activities within schedule and provide support to all large data volumes and assist in data processing.
- Analyse and interpret all complex data on all source and target systems and analyse and provide resolutions to all data issues and coordinate with data analyst to validate all requirements, perform interviews with all users and developers.
- Perform tests and validate all data flows and prepare all ETL processes according to business requirements and incorporate all business requirements into all design specifications.
- Develop data warehouse models and prepare reports for data integration into systems
- Design and implement publication activities such as dashboards and provide support to all activities and provide resolution.
- Collaborate with all developers and business users to gather required data and execute ETL programs and scripts on systems and implement all data warehouse activities and prepare reports for same.
- Develop and perform tests on all ETL codes for system data and analyse all data and design all data mapping techniques for all data models in systems.
- Document all test procedures for systems and processes and coordinate with business analysts and users to resolve all requirement issues and maintain quality for same.
- Monitor all business requirements and validate all designs and schedule all ETL processes and prepare documents for all data flow diagrams.

Achievements

- Participated in the gathering and analysis of URA’s BI requirements.
- Participated in readiness assessment for URA’s IT Infrastructure for the DWH/BI Project.
- Drafted a Data Management Policy for URA’s data assets.
- Participated in DWH/BI project planning and drafting of the implementation roadmap.
- Part of the team that drafted the Data Quality Improvement framework.
- Participated in the evaluation & due diligence for the DWH/BI solution provider.
- Participated in the installation & setting of the DWH/BI training platform.
- Participated in the design of the DWH/BI architecture that included Application Architecture, Information Architecture, & Technology Architecture.

Software Engineer/Developer, Uganda Revenue Authority (URA), Kampala, Uganda

Nov 2012 – Aug 2014

The Uganda Revenue Authority (URA) is responsible for collecting and accounting for various forms of tax revenue, in Uganda.

Duties

- Determines operational feasibility by evaluating analysis, problem definition, requirements, solution development, and proposed solutions.

- Documents and demonstrates solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code.
- Prepares and installs solutions by determining and designing system specifications, standards, and programming.
- Improves operations by conducting systems analysis; recommending changes in policies and procedures.
- Develops software solutions by studying information needs; conferring with users; studying systems flow, data usage, and work processes; investigating problem areas; following the software development lifecycle.
- Debug and test both new and existing source code.
- Provide support to outsourced software applications.

Achievements

- Developed Dynamic Reports
- Drafted a model for documenting URA's IT Enterprise Architecture.
- Provided Level1 support for the URA's tax system known as eTax.
- Reviewed design documents for the Electronic Cargo Transmission System (ECTS)
- Participated in the Administrative Review for the HR system evaluation.
- Participated in the design and implementation of NSSF-URA interface.

Assistant Lecturer, Mbarara University of Science and Technology (MUST), Mbarara, Uganda **Jul 2011 – Sep 2013**

MUST is a Ugandan public university located in the South-Western region of Uganda.

Duties

- Assist lecturer for Java Programming and Database Management Systems in the Computer Science Department under the Institute of Computer Science Mbarara University of Science and Technology.

Data Manager, Médecins Sans Frontières (MSF), Epicentre, Mbarara, Uganda **Oct 2010 – Nov 2012**

Epicentre is a non-profit organisation created in 1987 by MSF (Médecins Sans Frontières), which groups health professionals specialised in public health and epidemiology.

Duties

- Provide technical support in developing and maintaining database applications.
- Implement data models and database designs.
- Assist in the resolution of database capacity issues, replication, and other distributed data issues.
- Assist with administrative maintenance of relational databases including backup/recovery and performance tuning.
- Write SQL statement for ad-hoc report generation.
- Recommend and implement policies, standards and documentation procedures related to the Research Centre Data Operation Procedures.
- Supervise and train a group of data entry clerks at all sites (Mbarara, Kazo, Ibanda and future sites to come) to ensure continued, smooth and accurate data entry of the research data.

IT Manager, Bwindi Community Hospital, Bwindi, Kanungu, Uganda**Jan 2009 – Oct 2010**

A Charity Organisation located in the South-Western part of Uganda – Africa

Duties

- Overall responsibility over the Organisation's Data, Network and IT Hardware.
- Formulating and overseeing the implementation of data management policies that include: database design, data backup and storage, security, data cleaning, data integration.
- Supervising site and offsite electronic collection and entry of data.
- Perform and prepare data for statistical analysis and generate reports.
- Enforcing the standardization and documentation of IT support, networking and data management procedures.
- Overseeing the organisation's LAN and Internet connectivity.
- Keeping abreast of technology changes and advising the organisation's leadership about its appropriate adoption.
- Administering all IT systems run both at the hospital and outside the hospital (Out-reach clinics, remote health units attached to the hospital and field projects)

Projects and Consultancies Undertaken

Systems Analyst & Designer(SAD): June 2016 – to-date: Developed an Electronic Document Management System (eDocs+) for Info Consult International Ltd and then lead in deploying the system to the prospective clients.

The project objective is to design and develop an eDocs+ Database System for Info Consults Ltd and also deploy it to their clients. My role was to carry out assessment, gather requirements and produce design artefacts for the database system to house documents from registry, record centre and archives into a single database (data warehouse).

Database Management Specialist – USAID Power Africa – Electricity Connections Database Web-Based Portal: Jan 2019 – Dec 2019.

Established an Electricity Connections Database Web-Based Portal for Uganda's Electricity Connections Policy (ECP) that currently houses over 1,500,000 connections. The portal supports upload of new connections from Service Providers, verification and validation checking and produces dashboards to monitor the progress of electricity connection initiatives for both on grid and off grid power.

Management Information Systems Advisor (MIS) CDC Uganda – HSIP (Health Supply Chain Systems Improvement Project): Aug 2017 – Nov 2018.

The overall goal of HSIP is to strengthen the national supply chain to ensure uninterrupted availability of quality medicines, laboratory reagents, tests kits, and other commodities and related services. In partnership with CDC/Uganda, other US Government (USG) agencies, Ministry of Health (MOH), Global Fund, and other in-country partners.

I lead the Palladium's technical work stream to leverage the existing robust and comprehensive SAP ERP system in support of the Health Supply Chain Systems Improvement Project (HSIP), particularly the design and implementation of the VAN (Visibility Analytics Network) system to enable end-to-end data visibility of the supply chain, from the Uganda health facility level to the central warehouse for the 240 CDC supported health facilities.

Project Manager: Sep – Oct 2017: Website Design and Delivery for Cheshire Services Uganda.

The purpose of this consultancy engagement was to design, develop and maintain an interactive website for Cheshire Services Uganda.

UNDP National Consultant - Disaster Loss and Damage Information System: Feb 2017 – Jul 2017.

Objective of the consultancy is to strengthen Uganda's disaster and damage information system including capacity development of relevant institutions and organizations for managing disaster data. The goal is to provide useful information and analysis based on the occurrences and impacts of the past disaster events to support policy and decision-making for preparedness, mitigation, response, and risk reduction. Appropriate linkages among existing institutions will be strengthened so as to ensure that data sharing across institutions is facilitated by the disaster management information system and the database provides inputs to support sustainable development in the country.

IT Systems Analyst (ISA): Apr 2015 - Aug 2016: Consultancy services to develop an integrated data base for the USAID Regional Health Integration to Enhance Services in South Western Uganda.

The project objective is to design and develop an Integrated Health Database System for the Elizabeth Glaser Pediatric AIDS Foundation (EGPAF) through a district-based project USAID Regional Health Integration to Enhance Services in South Western Uganda (USAID RHITES-SW). My role was to carry out assessment, gather requirements and produce design artefacts for the integrated database system to house aggregate health data from the 14 districts in South Western Uganda into a single database (data warehouse). Systems involved for integration are DHIS (eHMIS District Health Information System) and Open MRS (Medical Records System)

ICT Team Lead: Oct 2015 – Aug 2017: Alongside with the consultant, Design and Implement a Data Warehouse and Business Intelligence Solution for Uganda Revenue Authority (URA), Kampala, and Uganda.

The project was divided in two phases i.e. Readiness assessment and Implementation Phase. A consortium made up of Oracle Consulting Services, Price Waterhouse Coopers, and Computer Point is undertaking this project. Leading the internal IT team for the client (URA) on the Data Warehouse and Business Intelligence project was my main principal role.

IT Expert: Feb-April 2015: Consultancy services to design and set up a GIS Unit in the Directorate of Physical Planning and Urban Development in the Ministry of Lands, Housing and Urban Development Kampala, and Uganda.

Carried out GIS needs assessment and proposed target IT architecture to support the GIS Lab in the 14 municipalities of Uganda.

IT Team Lead: May-Oct 2015: Designing a scalable process workflow management system for the Ruparelia Group of Companies, Kampala, Uganda.

The system is for managing process workflows for the human resource, recruitment, leave management, and immigration document tracking processes. It's a web-based system based on MVC design pattern, implemented using MySQL database management system and Java Enterprise Edition (Java Server Faces).

Lead Designer: Jan – March 2015: Website Design and Delivery for the Ministry of Gender, Child, Social Welfare ("the Ministry") of the Republic of South Sudan.

The principal purpose of the website is to serve as an interface between the Ministry and the public, informing the public of the Ministry's objectives and activities.

Systems Analyst, Designer and Implementer: June 2013 – Nov 2014: Business Management System for Stock related businesses such Supermarkets, Retail shops, whole sellers, hardware, etc.

The system helps any stock related business to manage and control stock, sales, supply, transfers, dispose, clients, customer loyalty, payments, barcoding, etc. for any business with multiple branches, stores and point of sales.

A web-based system designed on MVC and built using JEE i.e. Java Server Faces, and MySQL Database Management System.

Lead Developer: May 2012 – Dec 2012: Designing a Hotel Management System for Grand Global Hotel, Kampala, and Uganda.

System handles reservation, check-in/out, accommodation, inventory, assets and sales management. A web-based system designed on MVC and built using JEE i.e. Java Server Faces, and Microsoft Ms SQL Database Management System.

Deployment Manager: Feb 2011 – Jun 2011: Test and Deploy a Medical Research Data Management System for Médecins Sans Frontières (MSF), Epicentre, Mbarara, and Uganda.

Deployed an outsourced Voozanoo (system built on PHP and MySQL Technology) research based data management web-based application that manages research related data & provides authenticated and multi-user access, import and export of data, automatic backup and report generation.

Project Manager: Apr 2011 – Jun 2011: Developed a Client and Donor Management System for Bwindi Community Hospital, Bwindi, Kanungu, and Uganda.

Managing NGO Client and Donor contacts, billing and pledge details, payments and donated funds, client and donor communications and human resource tasks.

System developed using Visual Basic Programming and Ms SQL server 2008 Database Management System.

IT Team Lead: Mar 2009 – Oct 2010: Develop a health and Insurance Management System for Bwindi Community Hospital, Bwindi, Kanungu, and Uganda.

Medical and demographic details, household data, fingerprint & images for each member within the target area is captured and stored in the database. The system also captures subsequent medical records whenever a registered member visits the hospital. The project is also used to capture the variable medical data from the community on a yearly basis so that the organisation can survey and score its performance in the community, find out disease burden in the community and find appropriate interventions.

System built using Ms SQL Server database management system and M2SYS biometrics fingerprint technology.

IT Expert: Jun 2009 – Dec 2009: Network deployment and expansion at Bwindi Community Hospital, Bwindi, Kanungu and Uganda.

Re-designing the network structure across the entire hospital, extending it to staff quarters, setting up samba file server using Ubuntu Linux and Setting up squid proxy server using Ubuntu Linux

Developer: Jan 2008- Nov 2008: Inventory Management System for Sheaf Holdings Ltd, Kampala, and Uganda

The system manages the inventory for scaffolding and formwork items made in steel. It processes hire of items and then manages invoices. It monitors the return and delivery of hired items. The system processes payments and continues to monitor debtors and creditors.
System developed using Visual Basic Programming and Ms SQL Server Database Management System.

Project Manager: May 2007 – Mar 2008: Designed a water billing and invoice processing system for Kabwohe - Itendero Town Council, Bushenyi, and Uganda.

The system main functions are client details management, Water meter management, billing and payment processing.

Websites Projects (Participated and Developed over 20 websites, below are some samples)

<http://www.wingersoft.co.ug/>, www.grandglobalhotel.co.ug, www.bwindihospital.com, www.mgcswws.org, www.bwindifriends.co.uk, www.hotelkash.com, www.kashgeneralhardware.com, www.uccosun.org, www.skybluesafaris.com, www.daytodayug.com, www.ugansociety.org, www.rotarymbarara.org, www.travelhoteluganda.org, www.lapisha.com, www.ukasco.com, www.vine-connect.com, www.icodi.org, <http://www.ride4awoman.org/>, <http://leutechnologies.com>, <http://lapisha.com>, <http://ynewz.co>, <http://supercomtechnologies.com>, <http://casfc.com>, <http://kobssafety.com>, <http://sportseyeonline.com>, <http://ugandaforchrist.org>, <http://kagule.com>, <http://travelhoteluganda.com>, <http://gismappingcentre.com>,

Referees

Mr Charles Kavuma

MIS Team lead

USAID SITES Uganda, Social
& Scientific Systems (SSS)

Tel: +256-773-294718

Email: chkavuma@gmail.com

Mr Ssegane Antoney

IT Manager

MSF, Epicentre, Mbarara

Uganda, East Africa

Tel: +256772181721

Email: antoney.ssegane@epicentre.msf.org

Mr Newton Brian

Senior Software Engineer

Uganda Revenue Authority

Nakawa, Kampala, Uganda

Tel: +256 701 760115

Email: bajuna@ura.go.ug

Certification:

I, the undersigned certify to the best of my knowledge and belief, these bio data correctly describe myself, my qualification and experience.

Twesige Wence Benda

KIYINGI SIMON PETER

+256-779-342-653 / +256-704-799-537
 spkiyingi@gmail.com / <https://www.linkedin.com/in/simon-kiyingi/>

BIO DATA

NAME	KIYINGI SIMON PETER	GENDER	MALE
DATE OF BIRTH	08/12/1988		
NATIONALITY	UGANDAN		
CONTACT ADDRESS	POSTAL	P.O BOX 7079 KAMPALA	
	TELEPHONE	256-779-342-653 256-704-799-537	
	EMAIL	spkiyingi@gmail.com	
MY PROFESSIONAL GUIDING NOTE	Engineering robust, user-focused solutions driving breakthrough efficiency and bottom-line results		
PERSONAL PROFILE	<ul style="list-style-type: none"> I am a dynamic leader of a BI software development team on a mission-critical project. Skilled in all phases of the software development lifecycle, an expert at translating business requirements into technical solutions and fanatical about quality, usability, security and scalability. 		

EXPERTISE

- Data warehousing and Business Intelligence
- Application Development
- Enterprise Implementations
- Agile Software development Techniques
- Release Management
- B2B Integrations
- Big Data Management Using Hadoop, Spark
- Project Management
- Offshore Development Operations
- QA & UAT Management
- Team Building & Leadership

PROFESSIONAL EXPERIENCE

INFO CONSULTS INTERNATIONAL LTD – 2018-PRESENT

Programmer & Database Designer

Work on the Electronic Document Management System, maintain the code base and provide necessary updates as requested by the clients.
 Coordinating the database administration teams with the client representatives.
 Develop processes for optimizing database securities
 Perform tuning of database systems
 Create and manage database reports, visualizations, and dashboards

Accomplishments:

- Collaborated with the Technical Directors and site leads to ensure that upgrades were set at opportune times to minimize interruption to site activities.
- Experienced in conducting analysis, designing, building, testing and configuring system settings, and implementing business solutions using Informatin Technology in a large organization.
- Cooperated with business partners to analyze business processes, needs and challenges and determinè how technology can best remediate concerns.

UGANDA REVENUE AUTHORITY 2013 - 2018

Senior BI Software Developer – Analytics and Business Intelligence, 2015 to 2018

Worked on the data warehouse and business intelligence project for Uganda Revenue Authority leading a team of ETL developers and coordinating the database administration teams. Led the design, development, documentation, testing and rollout the different iterations of the data warehouse and Business Intelligence project.

Accomplishments:

- Led the design of the Models, ETL and front end dashboards for Uganda Revenue Authority which has improved the decision making and analytical culture of the organization.
- Led the development the Risk Management Model that helps the organization in real-time risk management and analysis.
- Developed system integration models and business intelligence from different data sources within the organization.
- Developed Logic to get value out of Semi structured, relational data and unstructured data. Worked with large volumes of data using the Hadoop and Spark technologies to obtain business intelligence value.

Key out Standing Deliverables

Served as lead developer and a team member on a number of application development projects. Delivered technology solutions that...

- Automated processes to resolve business challenges, such as delay in salary advance management, reduction of turnaround time for government employee/supplier registrations
- Developed real-time reporting solution that reduced the Business intelligence and reporting turn round time from 5 days to hours.
- Equipped and trained 2 software developers in C#, Python, Agile and SCRUM technologies.
- Streamlined the payment reconciliations between Ministry of Finance and Uganda Revenue Authority
Accelerated the ease of making Career applications to URA by 35%.
- Saved the organization hundreds of dollars through promoting in-house development.

TECHNOLOGIES OF EXPERIENCE

Databases: MySQL, MSSQL, Oracle

Data Visualization tools: Oracle Business Intelligence (OBIEE), Tableau, Power BI and Excel

Big Data Technologies: R, Hadoop, Spark, Flume, Scoop, Oracle NOSQL

Statistical Analysis tools: R, STATA, Microsoft Forms, Power BI

Languages: C#, PHP, Python

Development Tools, Methodologies & Environments: SCRUM, Rapid Application Design (RAD), Object-Oriented Analysis & Design (OOAD), Waterfall Methodology, Agile Approach, Test Driven Development (TDD) Integrated Software Development, Microsoft Visual Studio,

Software: Apache, Internet Information Server (IIS) Business Objects, Oracle WebLogic Server, MSSQL reporting services

TRAININGS

AWARDING INSTITUTION	Course	YEAR OF COMPLETION
Oracle University-Nairobi	Oracle Advanced Analytics	2017
Oracle University-Dubai	Oracle Data Ware housing and BI Essentials	2015
TAZERRA -Uganda	Requirement Analysis Training	2014
IMF- TADAT Secretariat	TADAT	2018
Koenig Solutions Ltd- India	Big Data Management	2018

PROJECTS HANDELED

NAME OF PROJECT	ROLE ON THE PROJECT	PROJECT CONTACT PERSON
URA Data warehouse and Business Intelligence	Lead ETL Developer System Analysis Quality Assurance	Allen Nassanga Project Manager +256-772-440-301 anassanga@ura.go.ug
National Planning Authority - Electronic Document Management System	Programmer Developer Configuration and Support	Wence Benda Twesigye Systems Analyst Designer +256-785-485-346 twenceb@gmail.com
UNRA e-Recruitment	Software Analyst and Developer Configuration and Support	Ajuna Newton Brian Lead Developer {URA Consulting} +256-782-760-115 bajuna@ura.go.ug
IMF TADAT – Risk Tool	Lead System Analyst and Architect BI Developer Trainer	Zaake Justin Head of IMF TADAT Secretariat , Washington DC +1 202-468-2420 JZake@imf.org
URA- MINISTRY OF FINANCE INTEGRATION	Lead software developer and System Analyst	Mr. Daniel Lubowa Project Manger eRegisation Project Email: Daniel.lubowa@ifins.go.ug Tel: 0772516639

ACADEMIC QUALIFICATIONS

AWARDING INSTITUTION	AWARD	CLASS OF AWARD	YEAR OF COMPLETION
Uganda Martyrs University-Rubaga	MSC in ICT Management Policy and architectural design	Ongoing	Ongoing
Kyambogo University	Bachelor Of Science in Information Technology	First Class	16/12/2011
MITYANA SS	A LEVEL	23 Points	07/12/2007
MITYANA SS	O LEVEL	11 Aggregates	02/12/2005



REFEREES

FULL NAME	CONTACT (Telephone & Email)	RELATIONSHIP WITH APPLICANT
Mr. Lugemwa Charles	+256-772-140-063/ clugemwa@ura.go.ug	Manager
Mr. Nassanga Allen	+256-772-440-301 anassanga@ura.go.ug	Supervisor
Mr. Ajuna Newton Brian	+256-782-760-115 bajuna@ura.go.ug	Supervisor





DAVID KAISU

P.O BOX 21538, KAMPALA, UGANDA, EAST AFRICA
+256794539067 / +256706539067
davidkaisu@gmail.com

BIO DATA

Date of Birth: 12th December, 1988.

Gender: Male.

Nationality: Ugandan.

OBJECTIVES

- To build a long-term career in ICT professionalism with opportunities for career growth and keep up with the cutting edge technologies as I use the acquired skills in the best possible way for achieving the company's goals.
- To utilize and transfer my skills and knowledge to others.
- To improve on my managerial skills.

EDUCATION BACKGROUND

DATE	INSTITUTION	QUALIFICATION
2008 to 2011	Kyambogo University, Uganda East Africa	Bachelor of Information Technology and Computing (BITC)
2006 to 2007	Kyambogo College School, Uganda East Africa	Uganda Advanced Certificate of Education (UACE)
2002 to 2005	Namilyango College School, Uganda East Africa	Uganda Certificate of Education (UCE)

RELEVANT WORK EXPERIENCE

June 2020 to Date: Software Developer, Infoconsults International Limited, Acacia Avenue Uganda East Africa.

- Maintain the Electronic Document Records Management System code on the repository and customize according to clients, requests.
- Lead testing of the EDRMS application and fix any bugs and also provide support to clients.
- Provide ICT Support to all staff and market the EDRMS to clients.
- Represent the company on all technical matters concerning the EDRMS and ICT related technologies.

January 2019 to Date: IT Consultant, Protecting Families Against HIV/AIDS (PREFA), Ntinda Uganda East Africa.

- Provide ICT support to all staff.
- Responsible for updates and upgrades to all software to agreed standards.
- Uphold the company values and implement policies and procedures as directed by the board.

November 2018 to June 2019: Software Developer Consultant, Africa Freedom of Information Centre (AFIC), Kamwokya Uganda East Africa.

Re-design of the Government Procurement Portal (GPP)

- Write well-structured database architecture to accommodate BIG DATA.
- Update the GPP user interface as per specifications using Angular 6 and PHP (Laravel framework)
- Define migration strategy of data from the old system to the new one using MySQL

January 2013 to Date: IT Technician, Fichtner Water and Transportation, Kansanga Uganda East Africa.

Provide ICT support to all staff and visitors at head office and all projects offices within Uganda, East Africa. For example **Pallisa, Kumi-Nyero Water Supply and Sanitation Project** (started June 2017 and ended December 2018), **Arua Water Supply and Sanitation Project** (started in May 2015 and ongoing), **Mayuge Water Supply and Sanitation Project** (started September 2013 and ended in December 2014).

- Designed a Project tracker in Microsoft Access Database for the Arua Water Supply and Sanitation Project.
- Responsible for updates and upgrades to all software to agreed standards.
- Software installation and troubleshooting.
- Responsible for backups on site, including restoration of data and making of monthly technical reports.
- Software testing, and servicing of the company equipment at head office and project offices.
- Ordering, Installation and deployment of consumables at all offices.
- Install, upgrade, Manage and maintain both Wireless Networks and Local Area Networks.
- Uphold the company values and implement policies and procedures as directed by the board.

November 2016 to Date: Software Developer, Moap Uganda Limited, Kamwokya Uganda East Africa

- Responsible for the design, implementation and bug-fixing of the m-farmer (m-farmer.org) application using PHP (codeIgniter framework), MySQL and Android SDK for the Android App.
- Team leader in the software development when the line manager is absent.
- Website Design, Maintenance, Backup and upgrades.
- Responsible for maintaining and managing mail servers and active directories for contracted clients such as Protecting Families Against HIV/AIDS (PREFA), NTAKE GROUP OF COMPANIES and COSTA CONSTRUCTION COMPANY.
- Search Engine Optimization for the websites.

October 2014 to March 2015: Citizenship and Verification Officer, Ministry of Internal Affairs, Kololo Uganda East Africa

- Scrutinized, Verified, Updated and granted applicant's given information for the production of National Identity cards under the **National Security Information System (National ID) project**.



PROJECTS EXECUTED

Client	Project	Description	Used Technologies	Project Position	Status
Public Procurement and Disposal of Public Assets (PPDA)	Redesign of the Government Procurement Portal (GPP) https://gpp.ppda.go.ug	A portal that helps Government entities to procure items or services from the public	Php, MySQL, JavaScript MVC: Laravel, Angular 6	Full-stack Developer being supervised by Lead Developer	Finished
Hamwe East Africa Limited	Mobile Farmer (MFarmer) https://www.mfarmer.org	An application designed to help cooperative unions in collecting produce from remote areas to nearby collection centres and then farmers get notification of how much they have earned and also use the system to order for	Php, MySQL, JavaScript MVC: CodeIgniter	Full-stack Developer being supervised by Lead Developer	Finished
Fimbo Holdings Limited	Loan Management Information System	An application that helps money lenders keep track of their clients' loans disbursed and also notifies the manager of any overdue loans.	Php, MySQL, JavaScript MVC: CodeIgniter	Full-Stack Developer	Finished
Bishop's Senior School Mukono	Timetable Management System	An application that helps the school in generating the class timetables and avoid Teacher clashes	Php, MySQL, JavaScript	Full-Stack Developer	Finished
Dome Property Partners	Property Management System	An application that helps property managers (such as land and houses) to conduct business on behalf of the property owners with future integrations to Yo! Payments	Php, MySQL, JavaScript MVC: CodeIgniter	Full-stack Developer	Ongoing
Moap Uganda Limited	Human Resource Management Information System	An online and fully integrated HR system with a comprehensive suite of modules for effective Human Resources Management.	Python, PostgreSQL, Javascript MVC: Django	Full-stack Developer being supervised by Lead Developer	Ongoing

Extramind	Company Website. www.extramind.org	A company website that communicates with the clients on what they do	Php, MySQL, JavaScript MVC: CodeIgniter	Full-stack Developer	Finished
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ACQUIRED SKILLS

- I am able to conceptualize, innovate, plan, execute ideas and transfer knowledge and skills.
- I have managerial skills (I am able to plan, organize, coordinate and direct issues and events).
- I am adherent to application of Rules and Regulations, procedures and have sound ethical practices.
- I have strong communication and advocacy skills.
- I am aware of Health and Safety guidelines regarding the environmental management.

INTERESTS AND ACTIVITIES

- Indoor games, socializing (rationally and logically), ICT innovations and reading.

EXTRA CURRICULAR ACTIVITIES

- General Secretary for Nanziri Hall, Kyambogo University Uganda East Africa
- School chess team for two years at Kyambogo College School Uganda East Africa.

LANGUAGES (indicates competence on a scale of 1 to 5 (1 = Excellent & 5 = Basic))

Language	Speaking	Reading	Writing
English	1	1	1
French	4	4	5
Lugwere (Mother Tongue)	1	2	2
Luganda	1	2	2
Lusoga	3	4	5

PUBLICATIONS

A TIME TABLE MANAGEMENT INFORMATION SYSTEM: THE SCOPE OF STUDY FACULTY OF EDUCATION KYAMBOGO UNIVERSITY UGANDA EAST AFRICA.

A project report submitted in partial fulfilment of the requirements for the award of a Bachelor in Information Technology and Computing from Kyambogo University, Uganda East Africa. (Unpublished)



REFERENCES

NAME	PHYSICAL ADDRESS	PHONE & E-MAIL	RELATIONSHIP
Ms. Gloria Namajja Aridru	Fichtner Water & Transportation GmbH in association with M&E Associates Ltd P.O. Box 6304 Kampala, Uganda, East Africa	+256787280080 aridrugloria@gmail.com	Projects Engineer. I report to her any hardware and software needs for the company, and also give progress report on the works fixed or done.
Mr. Aldo Okware	Moap Uganda Ltd P.O. Box 10954, Kampala, Uganda, East Africa	+256779862290 aldookware51@gmail.com	Managing Director and Lead Developer who guides me on some platforms when developing software.
Mr. Micheal Cengkuru	Africa Freedom of Information Centre P.O. Box 35643, Kampala, Uganda, East Africa	+256752624719 mcengkuru@gmail.com	Open Data Specialist who was supervising me on the redesign of the <u>GPP</u>

