

**AGREEMENT AND CONDITIONS**

**OF SUB-CONTRACT FOR**

**BUILDING WORKS**

**BETWEEN**

**ROKO CONSTRUCTION LIMITED**

**AND**

**AGA ENGINEERING LTD**

**FOR**

**PROJECT: PROPOSED CONSTRUCTION OF THE UGANDA HOTEL  
AND TOURISM TRAINING INSTITUTE (UHTTI)-  
JINJA**

**SUBCONTRACT: SUPPLY OF LABOUR FOR WET WORKS ON  
HOTEL BLOCK**

**ORIGINAL**  
**Embossed stamp**

**COUNTER PART**  
**embossed stamp**

**1.0 AGREEMENT**

- 1.1 This agreement is made on **Thursday, 31<sup>ST</sup> May 2018** between **ROKO CONSTRUCTION LTD** of (or whose registered office is situated at) **PLOT 160A/B Kawempe, P.O. Box 172, Kampala** (hereinafter called "the Contractor" of the one part,

And **AGA ENGINEERING LTD**. Of (or whose registered office is situated at) **P.O Box #, Kampala, Uganda Tel: 0772486368**, (hereinafter called "the Sub-Contractor") of the other part.

**Bank Account Name:** AGA ENGINEERING LTD

**Local Account No:** 60050441595 (UGX)

**Bank Branch:** HANNINGTON ROAD

**Bank Name:** BARCLAYS BANK

**TIN No.** 1008849011

**Tel:** 0772486368

**Email:** n/a

- 1.2 **SUPPLEMENTAL** to an Agreement (hereinafter referred to as "the Main Contract") made the **6<sup>th</sup> March 2018** between **GOVERNMENT OF UGANDA REPRESENTED BY PRIVATE SECTOR FOUNDATION UGANDA-THE COMPETITIVENESS ENTREPRISE DEVELOPMENT PROJECT** (hereinafter called "the Employer") of the one part and the Contractor of the other part based on the PPDA ACT

- 1.3 **WHEREAS** the Contractor is desirous of sub-letting to the Sub-contractor to **SUPPLY OF LABOUR FOR WET WORKS ON HOTEL BLOCK** (hereinafter called "the Sub-Contract Works") at **UHTTI** on Land Reference **Nalufenya Road, Jinja, Uganda** being part of the main contract works.

- 1.4 And whereas the Sub-Contractor has supplied the Contractor with a priced copy of the bills of quantities (hereinafter referred to as "the sub-contract bills") where applicable, which together with the drawings numbered

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(Hereinafter referred to as "the sub-contract drawings) the specifications and the conditions of sub-contract have been signed by or on behalf of the parties thereto.

And whereas the Sub-Contractor has had reasonable opportunity of inspecting the main contract or a copy thereof except the detailed prices of the Contractor included in the bills of quantities or schedule of rates.

- 1.5 And whereas the Architect, with the approval of the Employer, has nominated the Sub-Contractor to carry out the works described at **clause 1.3** herein.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- 1.6 For the consideration herein stated, the Sub-Contractor shall upon and subject to the conditions annexed hereto carry out and complete the sub-contract works shown upon the sub-contract drawings and described by or referred to in the subcontract bills, specifications and in the said conditions.
- 1.7 The Contractor shall pay the Sub-Contractor the sum of the **UGANDA SHILLINGS UGX 228,802,800** (in words) **Two Hundred Twenty Eight Million Eight Hundred Two Thousand Eight Hundred Only**. (Hereinafter referred to as "the sub-contract price") or such sum as shall become payable hereinafter at the times and in the manner specified in the said conditions.
- 1.8 The Contractor shall not pay an advance payment to the subcontractor.
- 1.9 The term 'Architect', 'Quantity Surveyor' an 'Engineer', where applicable, shall refer to the persons appointed by the Employer to administer the sub-contract in accordance with the main contract agreement. Where applicable, reference to the Architect shall be deemed to include reference to the Engineer.
- 1.10 In the event of the need to appoint a replacement Architect, Quantity Surveyor, Engineer or other specialist (whether named in this agreement or not) the Employer shall make such appointment as soon as practicable after the need for such appointment arises and shall communicate the appointment to the sub-Contractor through the Contractor.
- 1.11 Where the sub-contract does not incorporate bills of quantities; the term "sub-contract bills" and "bills of quantities" wherever appearing shall be deemed deleted and replaced with the term " schedule of rates" as applicable.
- 1.12 The terms defined in clause 1.0 of the main contract shall have the same meaning in this sub-contract as the assigned to them therein.

1.13 AS WITNESS the hands of the said parties

Signed by the said Contractor

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In the presence of

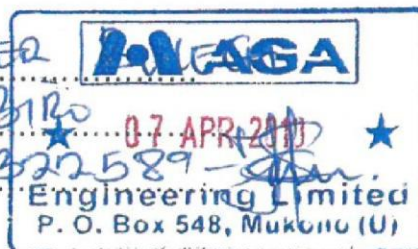
Name; ..... BRENDA M.....

Address: ..... P.O. BOX 172 ..... KAMPALA.....

Description: QUANTITY SURVEYOR.....

Signed by the said Sub-Contractor

..... KYESO CHRISTOPHER  
..... KISAACI - KULAMBIRO  
..... 0772486368, 0701322589 -



In the presence of

Name; .....

Address: .....

Description: .....