

SOLECO Construction CO. LTD

WORKS SUB-CONTRACT AGREEMENT

This Subcontract Agreement is made between SOLECO Construction CO. Ltd of P.O. Box 26891, Kampala, Uganda (hereinafter called "the Contractor") of the one part

AND

.....AGA ENGINEERING LTD P.O BOX 548 MUKONO.....

(hereinafter called "the Sub-Contractor") of the other part.

This Agreement is made supplemental to the Contractor's Contract for Wet works for proposed Laborex Manufacturing, Storage and Distribution Facility on Plot 909, Namanve Industrial Park, Mukono District.

The Subcontractor will **labour** at the above mentioned site (hereinafter called the "Works") all in accordance with the terms and conditions as noted hereunder.

1. The Contractor will pay to the Sub-Contractor for the executed works an amount of **UGX 194,149,837 excluding VAT** subject to re-measurement of works executed at the rate detailed in the attached quotation and as per contract specifications.
2. The Contractor shall provide power, water and security at site for use by the Sub contractor
3. The Sub-Contractor shall be responsible for his workmen's welfare and hospitalisation needs.
4. The Sub-Contractor will provide onsite all necessary supervision i.e Supervisor/Foreman required on the Sub-Contract Works and receive and act upon any instructions issued to him by the Contractor.
5. The Sub-Contract duration is fifteen (15) months commencing on 16.04.2018
6. The Contractor shall provide concrete mixer with operator and scaffolding but erecting of scaffolding, tools and other requirements for the execution of works to be provided by sub-contractor.
7. The subcontractor's works shall be certified/paid bi-weekly.
8. The Subcontractor has a probationary period of 1 week to perform in terms of his targets as given by the Project Manager.
9. The Subcontractor at the event of being terminated from work due to non performance or not meeting the targets will be paid ONLY for work complete.



10. In the following incidents, back charges shall apply:

- Damages to other contractors or 3rd parties.
- Failure to mobilise labour, equipment, and tools as per contract
- Aborted work due to workmanship or unfinished work

11. Insurance; Sub contractor shall be covered by Contractors' insurance policies, this shall also cover security of materials delivered on site

12. Loading of debris from site and protecting existing works is included in the unit rates of the subcontractor

13. Offloading and transporting of building materials within site is included in the unit rates of the subcontractor.

14. Supervision, labour, tools and equipment required for works is all included in unit rates of the subcontractor

15. All subcontractor's workers and supervision staff shall be equipped with standard safety gear (PPE)

16. If subcontractor is not VAT registered Withholding tax will apply to all payments

17. Retention of 5% will apply until final approval and acceptance of all contracted works.

Signed and witnessed by both parties as under:

By the Contractor

Name : PETER ANDRES

Address : SOLECO CONSTRUCTION CO. LTD

Description : MANAGING DIRECTOR

Signed:.....

Date: 10.04.2018

In the presence of

Name: WALTER ARNOLD

Address: SOLECO CONSTRUCTION CO. LTD

Description: TECHNICAL DIRECTOR

Signed :.....

Date: 10.04.2018



By the Sub-Contractor

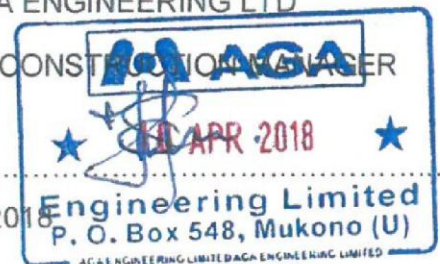
Name: CHRISTOPHER BULENGA KYEJJO

Address: AGA ENGINEERING LTD

Description: CONSTRUCTION MANAGER

Signed :.....

Date: 10.04.2018



In the presence of

Name:

Address:

Description:

Signed :.....

Date: 10.04.2018