



Tender Specifications

Public procurement consultancy services for development of master plans, detailed design, supervision of works and supplies for furniture and equipment for 3 health training institutions (Fort Portal College of Health Sciences, Hoima School of Nursing and Midwifery, and Jinja School of Nursing and Midwifery)

Negotiated procedure without prior publication

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DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

The contractor shall provide the services and the deliverables as specified hereafter by applying a technical methodology (including one considering a non-disruption strategy during operations at the health training institutes), which factors in the following aspects.

Background context

Enabel, the Belgian development agency, in partnership with the Ministry of Education & Sports, works towards a society that provides present and future generations with sufficient resources to build a sustainable and fair world. In Uganda, Enabel is implementing the WeTrain4Health project to improve the training of health professionals in 2 Nursing & 1 Allied health school. The three actions of the project include:

- A 1.1 Improve the teaching skills of the pedagogic personnel
- A 1.2 Provide institutional support (management) to 3 health training institutions
- A 1.3 Improve the learning environment (infrastructure, equipment, maintenance...)

Three institutions were selected within the intervention area of the project: Fort Portal College of Health Sciences in Rwenzori region, Jinja School of Nursing and Midwifery in Busoga region, and Hoima School of Nursing and Midwifery in the Albertine region. The schools shall receive a comprehensive package of support, including “soft” components like pedagogical and institutional support, as well as infrastructure. It is, therefore, necessary to procure consultancy services for the **“Development of master plans, detailed design, supervision of works and supplies for furniture and equipment for 3 Health Training Institutions (Fort Portal College of Health Sciences, Hoima School of Nursing and Midwifery, and Jinja School of Nursing and Midwifery)”**.

Consultancy Background

The following background information must be taken into account before and during the implementation of the Master Plan, Detailed Design, Supervision Services for the 3 Health Training Institutions (Fort Portal College of Health Sciences, Hoima School of Nursing and Midwifery, and Jinja School of Nursing and Midwifery):

1) A detailed Needs Assessment Study (NAS) was conducted following the earlier rapid assessment done during the Project formulation period and serves as a partial reference source in terms of the present situation of infrastructure facilities at the health institutions. In addition, prioritization workshops were carried out with the institution’s governing council, administration and MoES stakeholders to revisit the priorities of the health institutions also in light of the available resources under the project. In this respect, a focus shall be on the following interventions:

- a. Master plan for the 3 respective health training institutions.
- b. New skills labs for the 3 respective health training institutions (Pharmacy, Clinical medicine, Theatre techniques, Anaesthesia, Simulation, Nursing, Paediatrics, and Midwifery). In addition to the skills lab, COHES Fort Portal shall have classrooms,

Jinja School of Nursing & Midwifery a multipurpose block (classrooms & office) while Hoima School of Nursing & Midwifery shall have a library and a computer lab.

- c. Water supply and storage facilities;
- d. Renewable energy facilities (solar PV and solar water heating and non-lead batteries);
- e. Mechanical and Electrical works;
- f. External works and drainage.

It shall be noted however, that the contractor shall be expected to carry out validation of the identified needs in 3 health schools and a complete raw list.

1) The design shall integrate a series of **basic concepts** such as:

- Reduction in the environmental impact of materials used through:
 - Use of local materials to reduce transport emissions;
 - Use of recycled materials;
 - Use of materials that are produced in an environmentally friendly way
 - Use of low impact materials
 - Use/design disassembly (easy to recuperate raw materials after end-of-life)
 - Use/Design for flexibility.
- Enhance green environment: the health training institution's premises shall be designed and maintained in a way that the local bio-diversity and water shall be protected and preserved.
- Balance between indoor and outdoor environment, eco management and social when implementing measures and resources.
- The contractor shall work to achieve key design milestone on the indoor out door environment as listed in the chart below:

DD	4 Objectives	10 Targets
I. ENVIRONMENT	1. EXTERNAL ENVIRONMENT AND ECO - CONSTRUCTION Controlling the building's impact on the external environment	Target 1 - Promote the harmonious integration of structures into their environment
		Target 2 - Choose environmentally-friendly materials and processes and promote clean technologies
		Target 3 - Ensure clean construction sites and promote waste management during building operation
	2. INTERIOR ENVIRONMENT, COMFORT AND HEALTH Ensuring a healthy, comfortable indoor environment	Target 4 - Improve indoor environmental quality in buildings
		Target 5 - Provide building users with an indoor environment that offers the best possible sanitary conditions
II. ECONOMICS	3. ECO-MANAGEMENT AND ECO-EQUIPMENT Reducing the impact of buildings during operation	Target 6 - Control the overall energy demand and requirements of buildings and promote renewable energy sources
		Target 7 - Manage water resources used in the building and reduce drinking water consumption
		Target 8 - Develop sustainable maintenance practices (total cost approach)
III. SOCIAL	4. SOCIAL DEVELOPMENT AND EQUITY Integrate the project into an approach that promotes equity, gender equality, social cohesion and solidarity	Target 9 - Emphasize consultation with users, especially women, and raise user awareness of environmental protection and climate change.
		Target 10 - Promote accessibility for people with disabilities

- Waste management design shall be such that volume of waste is minimized through actions such as sorting and recycling waste and by promoting waste as raw materials for production of energy and new materials.
- Enhance health and safety: the project shall enhance health and safety for men and women involved in all phases of the lifecycle of the infrastructure project.
- Comfort and well-being: the design shall be such that a comfortable environment to its users is maximized. That implies cognizance of issues such as ventilation, acoustic, and thermal conditions.
- Promote social inclusion: shall be of attention during all phases of the construction. Among others the following are to be observed.
 - Equal opportunities for both men and women and attention to safety issues for female students.
 - Accessibility to all teaching and learning spaces, sanitation facilities, and student accommodation for people with disability.
 - Attention to stigma and discrimination of people living with HIV AIDS.
- Control Aesthetic impact: promotion of simple but pleasant architecture that takes into account appropriate proportions, material contrasts, space, natural light and natural

ventilation conditions.

- Plan for long-term maintenance: sustainable design shall imply that learning facilities are designed to last for long with minimum and low-cost maintenance. Material selection for construction shall be informed by low long-term maintainability and sustainability in terms of availability and required skills. Maintenance is planned for in its different aspects: technical, organisational and financial.
 - Innovative Technical solutions: The project shall offer opportunity to look into innovative technical solutions, holding potential for future stages of interventions in infrastructure. The solutions are to look into sustainability issues such as use of local materials, reduction of impact on surface water, user-friendliness, sustainable and standardised designs that shall make a positive contribution to future intervention in infrastructure.
- 2) In order to ensure that all pedagogical requirements are duly taken into account during the construction and/or rehabilitation works, it is also of the uppermost importance that **proper communication, coordination and understanding are ensured between the Project Coordination Team and the personnel involved in the planning, designing, procurement, and execution of infrastructure works**. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices and the 3 health Training Institutions.
- 3) The adopted planning horizon is 20 years, to cater for the continued population growth and expansion of the college. A medium-term enrolment of 1000 students and a long-term enrolment target of 2000 students is envisaged for Hoima, 2500 students for Jinja School of Nursing and Midwifery while 2000 students are envisaged for Fort Portal College of Health Sciences and these shall be confirmed in the Design Brief.
- 4) The works shall entail a component of renewable energy and passive cooling systems that are to be designed and integrated in the architectural and structural design of the buildings and immediate out door spaces. The consultant shall be required to cooperate with any sustainable architecture specialist or third party design expert inputs to include renewable energy, passive ventilation and other green architecture aspects at the master plan, preliminary design and detailed design stages shall the contracting authority desire.

1.1.2 Consultancy Objectives

The objectives of the consultancy services are to:

- Prepare a spatial master plans according to present needs;
- Prepare architectural and engineering preliminary and final designs;
- Prepare furniture and equipment plans meeting the architectural and pedagogic needs;
- Prepare bills of quantities for the focus interventions (see section 1 – basic concepts);
- Prepare tendering documents (technical part only);
- Supervise the construction works
- Follow up with defect liability period.
- Follow up and keep track of climate impact through carbon footprint quantification or

1.1.3 Project site characteristics

1. Fort Portal College of Health Sciences is located in Fort Portal City, Kabarole district west of Kampala city, about 300 km from Kampala on Mugurusi Road, off the Fort Portal - Kasese highway. The college sits on about **5 acres** of land, which is gazetted off the Fort Portal Regional Referral Hospital land. The college does not have a land title, however, it holds a MOU between the Ministry of Health and Ministry of Education and Sports as verifiable documentation.
 2. Hoima School of Nursing and Midwifery is located in Hoima City, Hoima district west of Kampala city, about 230 km from Kampala along Hoima-Kampala highway. The school has 2 campuses, the main campus sits on about **0.70 hectares** of land which is gazetted MoES, while the Annex campus sits on about 6 acres of titled land. The school does not have a land title for the main campus, however, is yet to secure an MOU between the MoH and MoES as verifiable ownership documentation.
 3. Jinja School of Nursing and Midwifery is located in Jinja City, Jinja district East of Kampala city, about 80 km from Kampala along Jinja- Kampala highway. The school has 2 campuses and the main campus in Jinja city and sits on about **1.760 hectares** of land which is gazetted off the Jinja Regional Referral Hospital land. The Annex campus sits on about 6-7 acres of titled land in Masese division about 8 km along the Jinja-Iganga Highway. The school does not have a land title for the main campus, however, is in the process of securing an MOU between the MoH and MoES as verifiable documentation.
- Majority of the structures at the health training institutions were constructed in the early 1970s and present damaged walls, plumbing systems, dampness in the walls or missing splash apron, signs of heavy dampness from storm water and deep cracks with peeling plaster in some parts. The clay roof tiles are worn out and some pieces have been blown off by the wind, the roof eaves parapets show signs of dampness due to rainwater leakages and there is a general lack of rainwater pipes to direct water safely to the ground. It is important to note that given the limited or lack of maintenance and age of the existing buildings in the 3 institutions, it shall be necessary for an integrity test to be conducted by the contractor
 - The rehabilitation works shall include appropriate access to electricity, sanitation facilities, drinking water, drainage, and solid and general waste management.
 - The majority of learning spaces have been converted into dormitory facilities and these are poorly aerated, dilapidated and congested.
 - Some of the health training institutes also have insufficient hygiene facilities, additionally, the facilities for collection and disposal of solid waste are grossly insufficient.
 - There is a major challenge with the use of inefficient and ineffective wood stoves for the preparation of food for the schools and college community.

List of Institutional Needs

The following is a list of institutional needs as a result of the prioritization workshop held between the 20th to 23rd of February 2024.

Fort Port School of Health Sciences

Fort Port School of Health Sciences	Facility	Present/Planned utilization	Area (m²)	Comments on needs
Rehabilitation	Administration	Administration offices, stores and washrooms	207	General
	Academic office	Staffroom and DOS	53	General
	Lecture Hall/ Main hall	Lecture Hall/ Main hall	132	General
	Classroom 1	Classroom/ lectures	264	General
	Classroom 2	Classroom/ lectures	100	General
	Classroom – temporary timber structure	Classroom/ lectures	168	General
	Laboratory block 1	Computer lab, pharmacy lab & classroom	271	General
	Laboratory block 2	Library, skills lab, Anaesthesia lab	271	General
	Girls' dormitories	Accommodation and wash areas	2,228	General
	Boys' dormitories	Accommodation and wash areas	669	General
	Dining, & stores	eating and storage area	304	General
	Kitchen	Cooking	35	General
Toilet block	Students' day toilets	21	General	
New Construction	User friendly resource center	Learning	300	General
	Pedagogy block	Administration, teaching and learning	340	Key need
	Skills lab (pharmacy, clinical medicine, anaesthesia and theatre techniques)	Labs for practical classes & exams	360	Key need
	Energy saving kitchen	Cooking	100	Key need
	Multi-purpose hall - dining	Multipurpose	600	General
	Boys' dormitories	accommodation	400	General
	Girls' dormitories	accommodation	400	General

	Incinerator	Waste management		Key need
	Staff accommodation	accommodation	50	General
	Sports Facilities	Student affairs	Item	General
Services	Water storage, transmission and motorization	Water supply	Item	Key need
	Biogas	Meal preparation	Item	General
	Renewable energy	Solar PV and lighting	Item	Key need
	Furniture and equipment	Administration and learning	Item	Key need
	External works & Drainage	Environmental protection	Item	Key need

Hoima School of Nursing and Midwifery

Hoima School of Nursing and Midwifery	Facility	Present/Planned utilization	Area (m ²)	Comments on needs
Rehabilitation	Administration	Administration offices, Staffroom, Hall, stores and washrooms	559	General
	Girls' dormitories	accommodation	891	General
	Wash areas - girls	Sanitation (bathrooms & latrines)	70	General
	Boys' dormitories	Accommodation	1024	General
	Wash areas - boys	Sanitation (bathrooms & latrines)	70	General
New Construction	User friendly resource center	Learning	400	General
	Dining hall/ multi-purpose hall / Kitchen & stores	Multi use	460	General
	Skills Lab & library, & ICT	Laboratory and practical learning class,	500	Key need
	Boys' dormitories (existing & incomplete)	accommodation	408	General
	Girls' dormitories (existing construction ongoing)	accommodation	535	General
	Girls' dormitory	accommodation	535	General
	Incinerator	Waste management	1no	Key need
	Classrooms	2 blocks multi-level - learning	520	Key need
	Sick bay	Health (6 beds)	120	General

	Canteen	Social	80	General
	Toilet block (main campus)	sanitation	100	Key need
	Toilet block (Annex campus)	sanitation	100	Key need
	Sports Facilities	Student affairs	Item	General
Services	Water storage, transmission and motorization	Water supply	Item	Key need
	Renewable energy	Solar PV and lighting	Item	Key need
	Furniture and equipment	Administration and learning	Item	Key need
	External works & Drainage	Environmental protection	Item	Key need

Jinja School of Nursing and Midwifery

Jinja School of Nursing and Midwifery	Facility	Present/Planned utilization	Area (m ²)	Comments on needs
Rehabilitation	Administration	Administration offices, stores, boardroom, Hall and washrooms	230	General
	Multipurpose block (classrooms, Library, Computer lab and Skills lab)	Learning, labs for practical class	290	General
	Dining	Outdoor shelter/eating space	106	General
	Kitchen	Cooking	96	General
	Old admin block	Offices & records	201	General
	Girls' dormitory block (3,4,7&8)	accommodation	308	General
	Theatre block for arts now boys' dormitory)	Socializing now accommodation	196	General
	Skills laboratory/classroom now skills dormitory	Laboratory/Classroom now accommodation	225	General
	Paediatric classroom block now Girls' dormitory	Classroom now accommodation	244	General
	Classroom now Girls' dormitory 1&2	Classroom now accommodation	137	General
	Staff house block now Girls' dormitory	Staff housing now student accommodation	160	General
	Washrooms (water borne)	Sanitation	38	General
Staff house block now Girls' dormitory	Staff housing now student accommodation	77	General	

	Washrooms (water borne)	Sanitation	46	General
	Dormitory 5& 6	accommodation	440	General
	Guild office	Students' office	29	General
	Dining hall now Girls' dormitory 9	Dining accommodation now	244	General
New Construction	Skills lab (nursing, paediatrics, simulation & midwifery)	Labs for practical classes & exams	360	Key need
	Girls' dormitory block	accommodation	408	General
	Dining hall/Multipurpose Hall/ kitchen / stores	Multi-use / welfare	460	General
	Boys' dormitory block	accommodation	408	General
	Classroom	Classroom/ lectures	160	General
	Sickbay	Health (6 beds)	120	General
	User friendly resource center	learning	300	General
	Incinerator		1no	Key need
	Administration block (Masese)	administration	1200	Key need
	Sports Facilities	Student affairs	Item	General
Services	Water storage, transmission, and motorization	Water supply	Item	Key need
	Renewable energy	Solar PV and lighting	Item	Key need
	Furniture and equipment	Administration and learning	Item	Key need
	External works & Drainage	Environmental protection	Item	Key need

1.1.4 Design Objective

The key design objective is to create an attractive and comfortable space that manifests the educational vision of the health training institutes. The future growth needs of these institutions according to envisaged school programs and student enrolment shall be taken into consideration. The master plan shall provide open, secure, accessible spaces, and simple shapes as opposed to postmodern formalism with emphasis on maximization of user comfort through adequate lighting and ventilation. The design shall ensure a blend of the school and community environment and enhance the sense of ownership and pride by the community. The design shall further focus on low-maintenance facilities and sustainable building practices. The design Brief that shall be provided to the selected contractor, shall give more details on these aspects.

1.1.5 Master Plan Development

The process of developing a Master Plan is intended to be participatory, integrating the views of the different stakeholders, including the college authorities, district authorities, MoES departments, and also the neighbouring communities, neighbouring industry and students' representatives. This process shall lead to the integration, for each school, of their point of view, perception and perspective in order to enable the definition of a long-term vision for the future of the School, its present and future needs, required means and the concrete steps to realize this vision, based on agreed priorities and objective criteria. Secondly, it is intended to integrate

detailed data collection and analysis of the current situation (topography, hydrography, topology, meteorology...), while assessing, based on objective criteria, the assets to be preserved (including trees) and those that shall be demolished. Finally, it is intended to cover all the services and equipment without which the school cannot function as described below;

- Resource provision such as **energy and water supply**, and also including agricultural production. This dimension shall also consider the ways to preserve and eventually recycle the available resources (e.g. use of biogas for cooking, water harvesting, wood saving stove);
- The management and possible **treatment of both solid and liquid waste**, including the chemical waste of the laboratories, shall be considered (e.g. lagoon technology based on the 'living machine' concept). Whenever possible, cost-effective local treatment shall be favoured, with the perspective of recycling and possible production. Provision shall be made for private disposal facilities for the female students' Sanitation. Measures shall be taken to ensure provision of facilities to enable effective disposal and destruction of varied categories of solid wastes taking into account impact on environment, health and the climate.
- **Drainage and sewerage networks** shall form part of the comprehensive study.
- The issue of **security** and **safety** shall be equally part of the study. This includes preservation of the assets and people from external intrusion and from accidents, disasters and fire. Concrete measures shall be proposed and integrated into both the design and the Operation and Maintenance modalities.

1.1.6 General requirements to be taken into account

Master Plan Elements

Water supply

Consideration shall be made to maximize the capture of huge amount of precipitation from large overhanging roof that shall be stored in a school tank to supplement and operate parallel to the municipal water supply system. Separate distribution lines may be considered for each of the water sources allowing the use of harvested water in the ablution and toilet facilities at the school while municipal supply is stored for running school services such as kitchen etc.

Sanitation

With regards to the toilets, carefully assess the optimum solution for each institution from classical flush toilets to drainable pit latrine systems. Consider different aspects, such as the availability of running water, the local habits and culture, and the potential for recycling both urine and excreta either for fertilizing purposes or for contribution to methane production through biogas digesters.

Solid waste disposal

Proper attention shall also be given to wastewater and solid waste collection and treatment.

Car parking/Service areas

Adequate onsite car parking spaces shall be considered for both staff and visitors in accordance with the planning standards. Access must be provided for service and delivery vehicles and there

must be sufficient space to enable such vehicles to enter and leave the site in forward gear. Service yards shall normally be hidden behind the building for amenity reasons.

Access to the physically challenged and other forms disability

The design of social services in the building must take into account the needs of the disabled, particularly those with mobility handicaps and to a reasonable extent other forms of impairment.

Safe walks

The design of the service shall consist of enhancing personal safety and preventing potential risks to students during their stay at the institutions.

Building Structure Elements

Building aesthetics

The building environment is intended to offer a pleasant environment with simple but pleasant architecture that plays with appropriate proportions, materials contrast, stimulating colours, openings and natural lighting. The call for a stimulating environment shall not be taken for flashy and expensive formalism but shall be simple and functional. Consideration shall be taken to ensure that the designed facility blends with the existing buildings and takes into account any existing norms and local conditions.

Stimulating teaching and learning environments

The design shall provide a stimulating teaching and learning environment which shall allow for the integration of new pedagogical teaching methods. Examples are the use of flexible space, exhibition panels, rear blackboards, learning corners, and a livelier and colourful atmosphere, technology-mediated learning and assessment while also being gender friendly and sensitive to the students. The learning spaces shall complement the learning effort and cater for both large and small numbers of students.

Natural ventilation

Cooling by natural ventilation shall be favoured, using different techniques as appropriate, such as solar chimneys or ground-coupled heat exchangers. A ground-coupled heat exchanger is an underground heat exchanger loop that captures or dissipates heat to or from the ground through air. In order to increase the natural ventilation mechanism of the ground-coupled heat exchanger, a system of solar chimneys could be provided. This system is a way of improving the natural ventilation of buildings by using convection of air heated by passive solar energy.

Flexibility

The design shall optimize space utilization by allowing for flexible rooms that can allow interchanging skills laboratories and classrooms with minimum disruption between classes from different levels of trades and to allow possibilities of double shifting and double sizing of rooms. The room-by-room furniture arrangements shall follow optimal space utilization as well.

Lighting

Natural lighting shall be favoured within the classrooms. To favour reverberation (sound characteristics), external windows shall be located as close as possible to the ceiling, while the windowsills shall be large and made of a clear finish. Ideally, these windows shall be oriented in a way that provides constant lighting, while avoiding direct sunlight (East-West classroom

direction, light from North and South sides)

Window shading

Window shadings shall be designed while studying its impact on the natural ventilation and to define the most appropriate design solution. The window shading may favour either ventilation going towards the ceiling or the floor but one or the other shall be privileged according to the situation.

Alternative construction materials/Technology transfer

The use of alternative construction materials shall be explored in order to increase the lifespan of the buildings, limit the need for maintenance work, mitigate the impact on the environment and favour thermal and acoustic comfort within the building. The use of wood needs to be minimized. For window frames alternatives to steel need to be explored, e.g. aluminium with powder coated permanent colours. Bamboo can be integrated as decorative material or non-permanent structures, reinforced for longevity not less than 5 years.

Roof materials

Steel roof sheet is commonly used in many countries of the South mainly because of its low cost. However, it causes overheating, and is noisy during rain, which can often be highly problematic in a classroom. The use of material with additional and better thermal and acoustic characteristics shall therefore be considered. Where steel sheets would be preferred for reasons coming out study, effort shall be made to reduce the nuisance of noise during rains and overheating when sunny.

Walls

Compressed earth blocks need to be considered. Block pressing could be organized on-site. Interlocking blocks provide an easy way for wall building. Fair faced Clay-organic waste material fired bricks,

Trusses

Timber trusses shall be avoided due to their impact on the environment. The use of better materials that are considered environmentally friendly shall be considered. All timber forms that could become necessary for use shall be out of recycled, repurposed or commercial-grade wood.

Selection of materials

When selecting the appropriate construction technology and materials the following questions shall be addressed:

a. Consider environmental sustainability

- Does the material suit the local climate?
- Can you procure the material locally?
- Does the material require excessive transport costs or fuel usage?
- Shall the harvesting of the material contribute to deforestation?
- Decreased use of raw materials
- Can materials easily be replaced?

- Can materials easily be reused in another application?
- Can materials easily be recycled?

b. Consider economic sustainability

- Are there opportunities to hire local labour and skilled workers?
- Is there enough stock material in the district, region, and country to supply the construction?
- If the material needs to be sourced from a far, consider transport financial and ecological costs.
- Consider the effects on local market when procuring bulk material, i.e. price increases or dry-up the local stock.
- Is there a possibility for training of local craftsmen?
- Can women or minorities (e.g. refugees) be employed?
- Can the material be used by the local community in their own homes?
- Foresee training/awareness raising

c. Consider social sustainability

- Is the material accepted by the community?
- Is the proposed design accepted by the community?
- If not consider re-think if it is the appropriate material for the location.
- If it is considered the best material communicate the benefits and demonstrate the technology to the community.

Execution of construction works

The project shall explore the possibility of involving students from the partnering VTIs in the region in parts of the construction process as a means to introduce them to (new) technologies without slowing down the construction process. Students could take on part of the production, and the use of, stabilized bricks for one or two building blocks, the metal construction or the installation and maintenance of the renewable energy system, while taking advantage of the rehabilitation of one of the less dilapidated buildings as a means of teaching them classical construction techniques.

1.1.7 Scope of Assignment

The scope of the consultancy services shall entail two phases:

- **Phase 1:** A design component including writing of technical part of Terms of reference where needed
- **Phase 2:** A supervision component of the works to be carried out by the selected contractor.

Phase 1 Preparation of Design and Bidding Documents

Phase 1/ a: Inception

- (i) Prepare an inception report describing the processes in the project to be considered during the design and construction management phase and clearly include the scope,

the specific methodology and strategy, the timelines, the resources required and the communication plan.

Phase 1/ b: Master Plan

- (ii) Prepare medium-term (immediate scenario) and long-term (expansion scenario) master plans for the schools, based on the program of requirements (PoR) formulated by the contracting authority for the medium-term and further detailed during the plan development process.

Phase 1/ c: Preliminary Design

- (iii) Prepare preliminary design, specifications and cost framework providing options for each consideration (at least 3).

Phase 1/ d: Final Design and Bidding Documents (technical part only)

- (iv) Prepare draft detailed design for client input
- (v) Prepare final design, specifications and confidential cost estimate.
- (vi) Prepare preliminary bidding documents (technical part only) and confidential detailed cost estimates.
- (vii) Prepare final bidding documents (technical part only) and confidential detailed cost estimates.

Phase 1/ e: Bidding Process Assistance

- (viii) Assist the Contracting authority in the bidding process for civil works and related supply of furniture and equipment (only if and when technical clarifications are required).

The nature of the works requires that the consultant shall be highly qualified and experienced in the field of architecture, engineering and quantity surveying aspects of complex education facilities.

Major activities include:

Stage 1: Construction Stage

(a) Handover of site and startup activities

- (i) Support/Coordinate and assist the parties in kick starting the works and handover site.
- (ii) Prepare instruments/instructions to give the Contractor possession of the site and to authorize commencement of works, all for the approval of the Client before issuance
- (iii) Support contracting authority to organize and conduct a ceremony to handover/give possession of site(s) to the Contractor (Technical Handover)

b) Generally

- (i) Supervision of the construction works and supplies, with a view of ensuring quality, time and cost control.

- (ii) Responsibilities and tasks not limited to those listed hereunder.

c) Contract management role of the Contractor's team:

- (i) Perform the role of lead supervisor of works, as defined in the conditions of contract and shall be responsible for management and administration of the work supervision, assisted by other specialists.
- (ii) Perform site inspections, fielding the required expertise at critical stages of execution of the works and supplies contracts;
- (iii) Make monthly progress reports to contracting authority, coordinate contract activities and be the liaison between the Client and Contractor and beneficiary institutions.
- (iv) Arrange for regular site inspections (bi-monthly) involving other members of the consultancy team and beneficiary institutions as appropriate.
- (v) Organize and manage site meetings or other contract management meetings, to be held at least once every four weeks/monthly. Prepare minutes of the meetings and circulate promptly to reach all concerned parties, within seven days of each meeting.
- (vi) Advise the Client on measures being taken to avoid inherent delays;

a) Employment of a Resident Engineer/Clerks of Works:

The Contractor shall employ a suitably qualified and experienced Resident Engineer / Clerks of Works per site in sufficient numbers and specializations to carry out full-time day-to-day supervision of the construction works and perform the responsibilities specified in the construction contract. Their tasks during the site execution of works and supplies contract shall include the following:

- (i) Inspect site activities on a daily basis and confirm specified design and quality of the works; prepare and issue necessary remedial site instructions;
- (ii) Record on a daily basis the contractor's labour force, major equipment, materials on site and works activities performed and prepare weekly progress reports;
- (iii) Closely watch progress and timelines of planned construction, and installation activities;
- (iv) Promptly report any negative happenings and anticipated problems/ delays on the site and actions taken;
- (v) Participate in provisional handover inspections and preparations of snag lists or identified defects during the defects liability period;
- (vi) Participate in all the inspections till the final handover

b) Occupational health and safety on site:

The Contractor shall:

- (i) Review and approval of the Contractors' health and safety policies, inclusive of adherence to national worker-related laws, local bye laws and regulations and ensuring compliance

- (ii) Ensure that the main contractor(s), any domestic or nominated sub-contractors or visitors to the site adhere to local safety laws and regulations.
- (iii) Depending on the activity on site, ensure that the site and persons are provided with safety measures including: safety helmets, boots, gloves, goggles, guardrails, safety equipment, site signs and first aid equipment.

c) Quality Control:

- (i) Ensure the works are constructed in compliance with the drawings and contract specifications
- (ii) Ensure materials and workmanship in the works and supplies conform to the specifications
- (iii) Approve, samples of materials, good, components and workmanship that require prior approval before purchase or installation including conducting of pre-supply inspecting and/or testing of samples and preparing of inspection reports
- (iv) Approve work stages that require specific approvals before the works can proceed e.g. setting out, excavations, formwork, reinforcement, roof structures, etc
- (v) Perform technical acceptance of supplies, including acceptance of installation and training related to supplies;

d) Cost Control:

The Contractor shall:

- (i) Establish a cost plan for the works, based on the unit costs for individual work elements and the project budget.
- (ii) Periodically check, ensure and provide snapshot of the running elemental and grand total costs are within the limits of the cost plan and the contract budget. Appraisal and all times not exceeding an interval of three (3) contractor payments.
- (iii) Prepare and submit to the Client a quarterly cost appraisal report containing (i) and (ii) above
- (iv) Advise contracting authority when liquidated damages may need to be imposed on the Contractor

e) Cash flow and financial appraisal reports:

The Contractor shall:

- (i) Update cash flow charts to show the anticipated cash flow to the end of the contract period. The cash flow diagrams and tables shall be based on the Contractor's programmed, actual and projected progress to assist the Client plan timely "draw down" of funds for payments to be made to the Contractor during the construction period.
- (ii) Up-date the cash flow chart every quarter, to show the comparison

between projected and actual expenditure.

- (iii) Prepare a financial projection to show the anticipated expenditure in advance of each quarter. These shall be prepared before each quarter and shall show the quarterly anticipated expenditure during implementation
- (iv) Prepare and submit to the Client every three months, a financial appraisal report on the contract and which shall include: up-to-date pricing of all variations instructions and re-measurements; payments to-date; cash flow projections.
- (v) Prepare and submit to the client a schedule of rates for the task activities, materials, labour tools/equipment and productivity rates to support Day works.

f) Payments to the Contractor:

The Consultant shall:

- (i) Prepare formats for statements by the Contractor, valuations and certificates and other related documents, all to be approved by the Client prior to their adoption and use by the Contractor.
- (ii) Certify for payment work executed by the Contractor.

g) Instructions:

The Contractor shall from time to time and within the provisions of the construction contract issue instructions to the main contractor(s) related to guidance or adherence to the drawings, specifications, progress of the work or administrative requirements in the contract. The contractor shall also issue instructions related to possible claims for extensions of time, which may be due to the Contractor in accordance with the contract but upon approval by the Contracting Authority.

h) Preparing and implementation of occupied facility takeover strategy

Where necessary, the contractor in consultation with the school administrations and project team shall be required to develop staff and student occupied facilities release strategy to ensure that the contractor shall have:

- (1) Gradual and consistent access to the staff and student existing occupied facility units for rehabilitation.
- (2) That a work method that supports least school operation disruption is adopted following options review for (i) above.
- (3) Ensure that at all times existing block by block "takeover certificate" for rehabilitation is signed by the school Administration, contractor and project team before commencement of the work.

i) Variations:

Where the Consultant needs to issue instructions related to variations which increase the value of the contract, prior approval shall, where required by the contract, be sought from the Client. Where the issue of an instruction is related to the safety of the work, installations, Contractor's staff or any other emergency, the contractor shall issue the instruction, and notify the Client at the earliest opportunity providing full details to substantiate the issue of the instruction. The

contractor shall take note that ONLY cost neutral instruction can be issued directly without written consent of the Contracting Authority but in any case, the Client has to be informed at the earliest opportunity available.

j) Progress photographs and report:

The Consultant shall:

- (i) Prepare three sets of progress photographs on the first day of each month during the construction period.
- (ii) Mount the progress photographs at site, and submit a copy of the photographs to the Client;
- (iii) Prepare a short report incorporating the photographs and describing the progress achieved in the month and supported by an up-date of the construction program.
- (iv) Prepare a simple chart outline of “*planned progress verses actual*” in terms of work, “*payment progress*” verses physical” and accompany it with summative points for interpretation of the situation prevailing.

k) Completion of construction and Take-Over by Client:

The construction stage shall end and the Works shall be taken over by the Client when the Works have been completed in accordance with the contract and the Taking-Over Certificate for the Works has been issued by the contractor.

At the practical (substantial) completion date, the contractor shall prepare the snags list and issue defects notification, test the works and installations and start preparation of operating and maintenance manuals and as-“built drawings”.

The completed buildings and site shall be handed over to the Client within 7(seven) days of the completion date. The contractor shall coordinate and oversee these in accordance with the construction contract.

l) As-built drawings

Prepare, compile and provide to the client as-built drawings, installation schedules and operation and maintenance manuals at the completion of the project.

The contractor shall prepare a user guide that shall show the document control for the manual in event the sub manuals for the infrastructure.

Stage 2: Post Construction Stage

a) Rectification of defects:

The Contractor shall:

- (i) Carry out a detailed inspection of possible defects during and at the end of a twelve-month defect’s liability period
- (ii) Conduct interim visits and inspections or testing during the defects liability period where remedial measures are necessary to ensure the safety or continued normal use of the buildings

- (iii) Arrange follow-up meetings to confirm that remedial work has been fully completed.

b) Completion Certificates:

The contractor shall prepare and issue completion certificates, defects correction certificate and final payment certificate in accordance with the works contract and to signify full completion of the works taking in account that a written No objection is secured from the end user and client as pertains the functionality of the facilities.

c) Final accounts:

The Contractor shall prepare two separate final accounts for the Client's approval as follows:

- (i) The final account for the construction contract prepared soon after issue of defects correction certificate and issued to all parties for agreement.
- (ii) The project final report, acceptance whereof shall signify the end of the contractor's assignment on the consultancy contract.

d) Managing contract closure activities

In addition to the specific responsibilities set out in the Section Paragraph (a) to (c) above, the contractor shall manage contract closing activities as follows:

- (i) Establish and agree with the client and document the criteria to be used for confirming completion of the contract (tasks finished, deliverables finished, testing completed, training requirements finished, equipment installed, tested and operating, document manuals submitted, etc.).
- (ii) Document and agree with the client the acceptance process and procedures, the checklist of activities that must be completed before acceptance is confirmed.
- (iii) Identify the client representatives to sign the project completion report, confirm the persons responsible for each step of the acceptance process, the post-contract support required and the persons responsible.
- (iv) Convene and hold a contract close-out meeting attended by the Client, stakeholders, end users and contractors at which the completion report is among other items approved and signed off.
- (v) Carry out a post-contract evaluation of the works, achievements, the processes undertaken, lessons learnt, unexpected outcomes and the management of the contract and prepare and submit a final report.

1.1.8 Framework for Site Supervision

Site supervision of the construction/rehabilitation works shall be carried out in a coordinated way by a series of actors:

1. The consultant shall have a good amount of presence on the site and dedicate a **Resident/ Site Engineer** on full-time basis on the site (Clerk of Works).
2. The **Construction Management Unit (CMU)** of the MoES shall have a supervising engineer assigned to the project who shall prepare reports for work progress for submission to the Construction Management Unit at the Ministry.

3. Monthly site meetings shall be held at the training institutes with the presence of the members of the governing council of the school, the **Construction Management Unit of the MoES, the Project**, the supervising **contractor and the works contractor**. Each meeting shall be duly sanctioned by minutes signed by the participants.
4. **The Enabel Field Coordinators** stationed at the institutes shall make part of the monthly inspections.
5. **Access to the construction sites** by student trainees under the supervision of master craftsmen from the Vocational Training Institutes in the regions of implementation
6. Random checks shall be conducted by the **Sector Expert for Infrastructure**; He shall be responsible for the implementation of the civil works investment of the project, including supervision of the procurement of works, supplies and services as well as capacity building, awareness raising, and collection and dissemination of lessons learned.

1.1.9 Detailed Scope of Assignment

General

1. The contractor shall be required to carry out such duties and assuming such powers and responsibilities as are defined in this document.
2. The services shall be contracted as lump sum assignment. The services are continuous (taking into account the Contracting authority's review and approval periods for the Phase 1 services). The estimated duration is mentioned under point 1.1.11 "

3. 1.1.10 Expected Outputs

The Contractor shall prepare and submit specific stage reports and documents to the satisfaction of the Government of Uganda and the Financier. The content of the reports shall be guided by the detailed scope shown in the terms of reference. Reports shall be written in English. The metric system shall be used and the British standard codes applied. The contractor shall have sole responsibility for all the information gathered and conclusions presented in the reports. The contractor shall take into account all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

Phase 1: Preparation of Design and Bidding Documents (only the technical part)
<p>Inception Report</p> <ul style="list-style-type: none"> • Overview of mobilization, approach, programme, checklist, etc. for the assignment
<p>Master Plan</p> <ul style="list-style-type: none"> • Background • Outcome/Objectives of Infrastructure Development aligned to the Vision of the School • Land use pattern • Master plan stepwise implementation • School expansion phasing (timing of interventions with regard to sustaining school operation) • Services Plan

<ul style="list-style-type: none"> ▪ Water supply and drainage ▪ Waste Water Disposal • 3 D impression of the school layout (Scale 1:500, 1:1000) • Budget
<p>Draft Preliminary Design Report</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Preliminary environmental assessment reports • Location plans (scale 1:2500) • Site Plans (scale 1:500, 1:1000) • Architectural floor plans, sections and elevations (scale1:100) • Foundation and Structural Design principles • Sustainable Architecture principles • Installation principles • Construction and finishes principles • Furniture/equipment layout plans (scale 1:100) • Cost estimates (based on cost per unit area for comparable projects)
<p>Preliminary Design Report</p> <ul style="list-style-type: none"> • See Draft Preliminary Design Report, plus: • Separate Final environmental Impact Assessment Reports
<p>Draft Final Design and Bidding Documents (only the technical part)</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Environmental Impact Assessment Approvals including (district/NEMA) • No objections of the relevant authorities for services • Location plans (scale 1:2500); site plans (scale1:500, 1:1000) • Facility block plans (scale 1:200) • Architectural floor plans, sections and elevations (scale1:100) • 3 dimensional drawings (perspectives) • Architectural and external works details (Scale1:10, 1:20, 1:50) • Services drawings-electrical/mechanical/communication (scale 1:100) • Furniture/equipment details (scale 1:20, 1:50) • Technical Specifications and Bills of Quantities for the works • Technical Specifications and Bills of Quantities for the supplies • Confidential cost estimates for works (based on priced Bill of Quantities) • Confidential cost estimates for supplies (based on final list of quantities)
<p>Final Design Report and Bidding Documents (only the technical part)</p> <ul style="list-style-type: none"> • See Draft Final Design Report, • Separate Final environmental Impact Assessment Reports
<p>Tender and Contracting Process for Works and Supplies</p> <ul style="list-style-type: none"> • Relevant tender responses, addenda and other technical clarifications (if necessary)
<p>Phase 2: Contract Management and Site Supervision</p>
<p>Meeting Minutes</p>

<ul style="list-style-type: none"> • Minutes of all technical meetings held at the institution, including technical handover meetings, monthly site meetings, technical commissioning, etcetera (circulated to all participants)
<p>Weekly Site Supervision Reports for Works</p>
<p>Minutes Of Monthly Site Meetings f/or Works</p>
<p>Quarterly Progress and Financial Reports for Works and Supplies</p> <ul style="list-style-type: none"> • Brief overview of all activities on site • Progress in relation to the contractor’s work plans, including issued instructions • Financial appraisal including summary of payments, variation costs, and contract cost status etcetera • Meeting minutes and progress photographs for the quarter • Post-delivery inspection reports for supplies
<p>Practical Provisional Completion Reports for Works</p> <ul style="list-style-type: none"> • All elements noted in the above reporting category • Agreed snag list of outstanding/ defective works to be completed and rectified during the Defects Liability Period • Copies of site handover certificates signed by the contractor, contractor and the contracting authority user • Reports on required user trainings and maintenance for the works • As-built drawings • Copies of provisional Acceptance Certificates • Progress with obtaining occupational permits
<p>Mid Defects Liability Period Reports for Works</p> <ul style="list-style-type: none"> • Progress with rectification of listed/ emergent snags • Updated reports on required user trainings for the works • Copies of occupational permits • Draft operation and maintenance manuals
<p>Final Completion Reports for Works</p> <ul style="list-style-type: none"> • Project and consultancy background • Degree of fulfilment of the consultancy TOR • Financial report including all payments, variations, and contract cost status, final accounts, etcetera • Report on rectification of listed/ emergent snags • Copies of final Acceptance Certificates • Final Operation and maintenance manuals • As-built drawings
<p>Final Inspection Report for Supplies</p> <ul style="list-style-type: none"> • Final technical components for the supply contracts • User information, operation manuals and technical document • Certificate of Satisfactory Delivery • As-installed drawings

4. 1.1.11”.
5. For continuity reasons, the contracting authority shall award the contract for the **Phase 1 and Phase 2** to one and the same contractor subject to review returning satisfactory performance of phase 1 by the contractor. It shall be understood that the lump-sum nature of the contract continues during supervision. The contractor shall take into account in his lump-sum price that the construction company may not have completed his contract in time and shall consider an overrun of about 30% of the scheduled time. Beyond this time, if the delay is due to the construction company (i.e. fines for delays are applied), the contractor shall have the right to claim for compensation at a new negotiated rate to cover the remaining supervision work until the completion date (on a pro-rata basis according to the real needs such as the number and type of experts, the duration).

Phase 1. Design and Bidding Documents

Phase 1/ a: Inception report

Inception report: Detailed methodology and strategy of carrying out the assignment.

The Contracting Authority shall issue to the Contractor a **Statement of Acceptance** of the inception report, within two weeks of submission of a requirement responsive report.

Phase 1/ b: Master Plans

Master Plan: Detailed site inspection and study of survey data, study of existing structures, study of the Contracting authority’s program of requirement (PoR), development of master plans for the period 2023-2028 (the immediate scenario) and for the periods 2028-2033 and 2033-2038 (the expansion scenarios).

Based on inspection and investigations of the site, the existing structures, the site survey maps, study of the program of requirements (prepared by the Contracting authority for the period 2023-2028), and discussions with the Contracting authority-user, the contractor shall prepare a master plan for the immediate scenario, as well as master plans for the period 2028-2033 and 2033-2039, on which expansion of functions, which shall be affected by increased student and teaching capacity, shall be shown. Simultaneously the contractor shall collect all necessary documentation in relation to building regulations, urban and environmental planning procedures, building permit requirements, and connections to the nearby utility service lines and to alternative sources.

The Contractor’s **input** for this stage shall be:

- Study the Architects Brief as provided by the contracting authority and prepare a list of queries for discussion and agreement with the Contracting authority.
- Study and verify on site the plot survey (check survey data against Title Deed data/MOUs) and boundary drawings, and indicate all existing main natural and man-made features on the plot and in the immediate neighbourhood, including utility service lines.
- Collect and study all necessary documentation in relation to new construction and rehabilitation works.
- Study the quality of the existing structures and assess the possibility of rehabilitating

them in such a way that they fulfil the general quality criteria for the future school.

- Study the existing ground conditions for proposed new structures and weigh cost effective approach of foundations and frames
- Prepare 3 alternative concept master plans for the site clearly distinguishing the differences between them indicating the main focus or the expected outcome for the period 2024-2027. The Program of requirements for the period 2024-2027;
 - i. Fort Portal College of Health Sciences - COHES - is based on 800. The planning capacity for the expansion scenarios is 1,500 students and 50 staff and 2000 students and 80 staff respectively.
 - ii. Hoima school of Nursing & Midwifery - HSNM - is based on 1,000. The planning capacity for the expansion scenarios is 1,500 students and 50 staff and 2000 students and 80 staff respectively.
 - iii. Jinja school of Nursing & midwifery - JSNM - is based on 1,500. The planning capacity for the expansion scenarios is 2,500 students and 80 staff and 3000 students and 100 staff respectively.
- Facilitate a workshop to discuss the alternative master plans with the Contracting authority and users. In this workshop, the 3 different options shall be presented and discussed, covering at least the following aspects: area, climate, access, relation to the community, education, physical aspects, sustainability and planning. The workshop shall decide which master plan shall be used for further elaboration.
- Prepare Master Plan, incorporating comments from the workshop and other remarks provided by the Contracting authority, completing Phase 1/ a.

Phase 1/ c: Preliminary Design

Preliminary Design (to commence upon the workshop decision on which Master Plan to continue with): Preliminary design of facility blocks (the separate building components), preliminary room-by-room furniture and equipment arrangement layouts, principal specifications of structural and installation works, material selection and finishing levels, and preliminary cost frameworks for civil works and preliminary specification for applied furniture.

To substantiate the master plan, the contractor shall develop, in close consultation with the Contracting authority-user, preliminary designs, principles for construction, rehabilitation and passive building, material selection, and finishes for the facility blocks, as well as room layout plans for furniture and major equipment. To guide the discussions with the Contracting authority-user, the contractor shall prepare cost frameworks for civil works and furniture.

The Contractor's **input** for this stage shall be:

- Prepare preliminary designs for the facility blocks (separate buildings), based on the room functions and indicative floor areas listed in the PoR, and incorporate these preliminary designs in the Master Plan. Show and discuss in more detail with the Contracting authority-user the relationship between functions and the proposed access and connection routes, as well as the provision and location of main utility service and drainage infrastructure (water source and reservoirs, electricity connection, transformer

and distribution, sewer lines/septic tanks and soak away drains, external works such as roads, car parks, walkways.

- Prepare for discussion with the Contracting authority-user the passive building and green architecture principles.
- Prepare preliminary room-by-room furniture and (major) equipment layout plans and lists, in order to show that the proposed facility block plans are functional and cost-effective.
- Prepare for discussion with the Contracting authority-user the foundation and structural design principles and specifications for installations and construction and finishing materials.
- Prepare concept notes for execution approach for the civil works specifically renovation and remodelling works.
- Prepare initial cost frameworks for civil works and furniture.
- Prepare and submit for review and comments to the Contracting authority the **Phase 1 / Draft Preliminary Design Report**.

Phase 1/ d: Detailed Design and Draft Bidding Documents (only the technical part)

Detailed Design and Draft Bidding Documents (to commence upon the Contracting authority's approval of the final preliminary design and related technical and cost documents):

Detailed site plan, including site layout plans for external works, landscaping and utility services distribution, final design of facility blocks, including architectural and engineering drawings, final interior layout plans for furniture and major equipment, detailed technical specifications and schedules, bills of quantities and confidential cost estimates for civil works and furniture.

The Contractor's **input** for this stage shall be:

- Complete the environmental impact assessments and obtain NEMA and/ or other relevant approvals.
- Prepare final design drawings, including detailed site plan and architectural floor plans, sections and elevations, as well as details and working drawings.
- Prepare structural plans, sections and details, accompanied by structural calculations. If applicable, prepare shop drawings for any structural steel work. Prepare structural drawings and bending schedules for reinforcing steel.
- Prepare electrical/mechanical, and water installation site plans, as well as facility block-specific drawings, details and schedules, with capacity calculations as required.
- Prepare drainage site plans and facility block plans, including structural plans for septic tanks and soak away drains, collection and inspection chambers, and gulley details.
- Prepare external work layout plans and details for roads, car parks and shades, walkways, boundary wall with ancillary structures, drains, and culverts.
- Prepare door and window schedules.
- Prepare final execution plans for the civil works, taking into account the continuous functioning of the health training institutes during execution and indicating specific

measures to be taken during the disruption plus its consequences.

- Prepare un-priced Bills of Quantities.
- Prepare confidential cost estimates for civil works, based on priced Bills of Quantities.
- Prepare detailed room layout plans for furniture and equipment, if applicable indicating the required infrastructure provisions for fixing and functioning of furniture and equipment, such as anchoring, ventilation and utility service connection details.
- Prepare quantified furniture and equipment lists with generic technical specifications.
- Prepare confidential cost estimates for furniture and equipment, based on priced lists.
- Study and assess relevant equipment for the facilities, review equipment inventories of the schools and develop relevant lists including their detailed specification, based on equipment lists previously developed by the MOES;
- Prepare draft bidding documents for the civil works, and for the supply of furniture and equipment (only the technical part).
- Prepare applications and submit plans to the relevant authorities for approvals under building regulations and public health rules.
- Prepare and submit for review and comments to the Contracting authority the **Phase 1 / Draft Final Design and Bidding Documents (only the technical part)**.
- The Contracting authority shall approve or comment on the Draft Final Design and Bidding Document (only the technical part) within four weeks from receiving the report.
- The contractor shall study and incorporate the comments within four weeks from receiving these, and prepare and submit to the Contracting authority for review the **Phase 1 / Final Design and Bidding Documents (only the technical part)**, completing the Phase 1/ c.
- The Contracting authority, shall issue to the contractor a **Statement of Acceptance** of the Phase 1 / Final Design and Bidding Document Report, within two weeks from receipt a requirements responsive report.

Phase 1/ e: Bidding Process Assistance (only for the technical part)

Assisting the contracting authority during the Bidding Process for civil works and goods supply (only if and when technical clarifications are required).

Phase 2. Contract Management and Supervision

Contract Management and Site Supervision: Contract management of works and supply (furniture and equipment) contracts, site supervision of civil works, post-delivery inspection of furniture supplies, and inspection/testing/commissioning of equipment supplies, preparation of as-built/installed drawings and installation schedules.

During the implementation and defect liability/guaranty period, the Contractor shall provide the following services for the civil works and furniture and equipment supply contracts.

- Civil Works: The services for civil works shall include, but not necessarily be limited to: support giving possession of sites to contractors, coordinating and overseeing

permanent site supervision by the clerk of works, performing monthly site meetings, compiling monthly progress reports on the basis of weekly summary supervision reports, issuing (**after consultation with the Contracting authority**) Architect's Instructions for remedial/condemning work, or additional/less work, or extensions of time, undertaking valuations and preparing payment certificates, taking over completed works, preparing missing detail drawings necessary for the proper execution of the works, performing the provisional handing over (in the presence of the Contracting authority's monitoring expert and representatives of the Contracting authority-user), coordinating the preparation of snag lists and the making good of defects, performing the final handing-over (in the presence of the Contracting authority's monitoring expert and representatives of the Contracting authority-user), preparing final accounts, preparing as-built drawings, and compiling operation and maintenance manuals for complex installations.

Site supervision services for the execution of the civil works

The Clerk of Works, who shall be stationed full time at the construction site during the execution of the works, shall undertake the day to day supervision. These services shall include:

- Daily supervision/inspection rounds on site, in particular focusing on critical stages of construction. These critical stages shall include, but not necessarily be limited to the checking of setting out and excavations of foundations, base soil bearing capacity, checking installed reinforcing steel before casting concrete, visual checks and material tests of structural concrete,
- Supervision and control of quality of materials, workmanship and execution. The checks shall include, but not necessarily be limited to quality of blocks, bricks and mortar, quality of door and window frames, quality of roof structure, quality of roof covering and fixing materials, quality of finishing materials and workmanship, quality of utility service installations, drainage and external works.
- Keeping a close watch on progress and timeliness of construction and installation activities. In this respect, the Resident Engineer/Clerk of works shall record on a daily basis the Contractor's labour force, main equipment and materials on site, and report to the contract management, and subsequently to the Contracting authority, in a timely manner occurring and anticipated problems and delays. Advise contracting authority on measures being taken to avoid inherent delays.
- Prepare and issue minor site instructions (not requiring the management's decision) and record any minor site instruction in the site instruction/logbook (which shall be kept on site permanently for inspection by any contracting authority representative and controlling municipal authority).
- Prepare for issuing by the Architect's Instructions for remedial/condemning work, additional/less work, extensions of time.
- Review and approve the contractor's health and safety plans, inclusive of adherence to national worker- related laws, local bye laws and regulations, and ensuring compliance.
- Organise and manage monthly site meetings attended by representatives of the various stakeholders, including invitations, chairing and preparation/ issue of minutes.
- Carry out regular measurements required for checking contractor's valuation of the

works and preparing related payment certificates.

- Prepare quarterly progress and financial reports per site and works lot.
- Undertake, in the presence of the Contracting authority’s monitoring expert, the pre-handing over inspection rounds and issue the preliminary snag list.
- Perform provisional handing over, including preparation and issuing of snag lists and provisional Acceptance Completion Certificates in accordance with the contracting authority and user.
- Provide periodic inspections (Timing and Frequency to be agreed by the contracting authority) during the defects liability period and notify the contracting authority and contractor of any defects on the construction works, and supervising their repair.
- Perform the final handing over at the end of the defects liability period in coordination with the contracting authority/users, and issue the final acceptance certificate.
- Prepare the final certificate and final accounts for each work and supplies contract.
- Prepare, compile and provide to the contracting authority ‘as built’ drawings, installation schedules and operation and maintenance manuals at completion of the project.

1.1.10 Expected Outputs

The Contractor shall prepare and submit specific stage reports and documents to the satisfaction of the Government of Uganda and the Financier. The content of the reports shall be guided by the detailed scope shown in the terms of reference. Reports shall be written in English. The metric system shall be used and the British standard codes applied. The contractor shall have sole responsibility for all the information gathered and conclusions presented in the reports. The contractor shall take into account all comments from the contracting authority parties regarding each stage submission and modify submitted reports accordingly.

Phase 1: Preparation of Design and Bidding Documents (only the technical part)
<p>Inception Report</p> <ul style="list-style-type: none"> • Overview of mobilization, approach, programme, checklist, etc. for the assignment
<p>Master Plan</p> <ul style="list-style-type: none"> • Background • Outcome/Objectives of Infrastructure Development aligned to the Vision of the School • Land use pattern • Master plan stepwise implementation • School expansion phasing (timing of interventions with regard to sustaining school operation) • Services Plan <ul style="list-style-type: none"> ▪ Water supply and drainage ▪ Waste Water Disposal • 3 D impression of the school layout (Scale 1:500, 1:1000) • Budget

<p>Draft Preliminary Design Report</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Preliminary environmental assessment reports • Location plans (scale 1:2500) • Site Plans (scale 1:500, 1:1000) • Architectural floor plans, sections and elevations (scale1:100) • Foundation and Structural Design principles • Sustainable Architecture principles • Installation principles • Construction and finishes principles • Furniture/equipment layout plans (scale 1:100) • Cost estimates (based on cost per unit area for comparable projects)
<p>Preliminary Design Report</p> <ul style="list-style-type: none"> • See Draft Preliminary Design Report, plus: • Separate Final environmental Impact Assessment Reports
<p>Draft Final Design and Bidding Documents (only the technical part)</p> <ul style="list-style-type: none"> • Narrative explanatory report, covering works and supplies • Environmental Impact Assessment Approvals including (district/NEMA) • No objections of the relevant authorities for services • Location plans (scale 1:2500); site plans (scale1:500, 1:1000) • Facility block plans (scale 1:200) • Architectural floor plans, sections and elevations (scale1:100) • 3 dimensional drawings (perspectives) • Architectural and external works details (Scale1:10, 1:20, 1:50) • Services drawings-electrical/mechanical/communication (scale 1:100) • Furniture/equipment details (scale 1:20, 1:50) • Technical Specifications and Bills of Quantities for the works • Technical Specifications and Bills of Quantities for the supplies • Confidential cost estimates for works (based on priced Bill of Quantities) • Confidential cost estimates for supplies (based on final list of quantities)
<p>Final Design Report and Bidding Documents (only the technical part)</p> <ul style="list-style-type: none"> • See Draft Final Design Report, • Separate Final environmental Impact Assessment Reports
<p>Tender and Contracting Process for Works and Supplies</p> <ul style="list-style-type: none"> • Relevant tender responses, addenda and other technical clarifications (if necessary)
<p>Phase 2: Contract Management and Site Supervision</p>
<p>Meeting Minutes</p> <ul style="list-style-type: none"> • Minutes of all technical meetings held at the institution, including technical handover meetings, monthly site meetings, technical commissioning, etcetera (circulated to all participants)
<p>Weekly Site Supervision Reports for Works</p>

<p>Minutes Of Monthly Site Meetings f/or Works</p>
<p>Quarterly Progress and Financial Reports for Works and Supplies</p> <ul style="list-style-type: none"> • Brief overview of all activities on site • Progress in relation to the contractor’s work plans, including issued instructions • Financial appraisal including summary of payments, variation costs, and contract cost status etcetera • Meeting minutes and progress photographs for the quarter • Post-delivery inspection reports for supplies
<p>Practical Provisional Completion Reports for Works</p> <ul style="list-style-type: none"> • All elements noted in the above reporting category • Agreed snag list of outstanding/ defective works to be completed and rectified during the Defects Liability Period • Copies of site handover certificates signed by the contractor, contractor and the contracting authority user • Reports on required user trainings and maintenance for the works • As-built drawings • Copies of provisional Acceptance Certificates • Progress with obtaining occupational permits
<p>Mid Defects Liability Period Reports for Works</p> <ul style="list-style-type: none"> • Progress with rectification of listed/ emergent snags • Updated reports on required user trainings for the works • Copies of occupational permits • Draft operation and maintenance manuals
<p>Final Completion Reports for Works</p> <ul style="list-style-type: none"> • Project and consultancy background • Degree of fulfilment of the consultancy TOR • Financial report including all payments, variations, and contract cost status, final accounts, etcetera • Report on rectification of listed/ emergent snags • Copies of final Acceptance Certificates • Final Operation and maintenance manuals • As-built drawings
<p>Final Inspection Report for Supplies</p> <ul style="list-style-type: none"> • Final technical components for the supply contracts • User information, operation manuals and technical document • Certificate of Satisfactory Delivery • As-installed drawings

1.1.11 Reporting Requirements:

The **format** of the reports, which the Contractor is required to produce as listed below, shall be discussed with the Contracting authority’s monitoring experts, prepared as per discussions, and

submitted for approval to the Contracting authority.

Civil Works:

- The Clerk of Works shall prepare **weekly site supervision reports**, to be attached to the minutes of the relevant monthly site meeting.
- The Contractor shall prepare **minutes of the monthly site meetings**, and submit these to the Contracting authority within a week from the end of the reporting period. These minutes shall also summarize all Architect's Instructions issued till that moment. In addition, the Contractor shall attend in a professional manner to any queries by the Contracting authority.
- The Contractor shall prepare **quarterly progress and financial reports (financial appraisals)**, and submit these to the Contracting authority within 4 weeks from the end of the quarter reported on.
- The Contractor shall prepare the **provisional completion report**, complete with agreed (by Contractor, Contractor and Contracting Authority's Monitoring Expert) snag list of outstanding defects to be made good during the defects liability period and including the as-built drawings.
- During the defects liability period, the Contractor shall prepare the **mid-term defects liability** report and the **final completion report**, including the final accounts.

Report Copies

All reports shall be submitted as follows:

- Hard submissions: one original and two copies, all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/ orientation, etc.
- One electronic copy including drawings.

Formats

Drawings and schedules shall be on A3 paper size. Electronic copies shall be direct to PDF, Auto CAD and or Archi CAD (for drawings), Microsoft Excel for Bills of Quantities and M/s word 2007/2010 (for narrative reports and tender documents). The **format** of the reports for Phase 2, shall be discussed with the Contracting authority and be prepared as per discussions, and submitted for approval to the Contracting authority.

1.1.2 Quality management

The services must comply in all respects with the contract documents. Even in the absence of detailed technical specifications in contract documents, the services must comply in all respects with good practice. The Contractor shall ensure quality management through continuous monitoring. This monitoring shall take a quality assurance approach. The Contractor shall use these principles to ensure the quality of their service and to monitor the satisfaction of those involved in all aspects of the activities.

Evaluation of the performance shall be conducted by the Contracting Authority on a regular basis to assess the level of the quality of services provided, the key experts' capacity, and participant's satisfaction. The Contracting Authority shall communicate the assessment methodology prior to the evaluation. The Contracting Authority shall communicate the outcomes of the evaluation sessions to the Contractor and, if necessary, shall ask for actions to

be taken. The Contractor can also perform self-evaluation, without the results of it being binding to the Contracting Authority. The Contracting Authority shall closely monitor the content, methodology and implementation of the activities to ensure that the desired level is kept.

1.1.3 Project Management

A kick off meeting shall take place in Kampala at the start of the performance. The aim shall be to discuss with the Contracting Authority the general implementation of the project and the communication with the project management team. The meeting shall also aim at clarifying to the Contractor the roles and responsibilities of the Contracting Authority during the implementation.

As required, ad hoc meetings and conference calls shall be scheduled and organised by the Contractor during the implementation of a given service request. Prior to each of these meetings/ conference calls the Contractor shall submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

Supplementary meetings in Kampala during the implementation of the specific contracts may be convened at the request of the Contracting Authority to monitor the implementation.

The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise. Furthermore, the Contractor shall be obliged to ensure that the key experts comply to and follow the instructions given by the Contracting Authority, to allow smooth administration of the activities.

The Contractor must also ensure timely and accurate invoicing for services delivered as well as any required reporting.

The contractor undertakes to deliver a project management plan to be approved by the contracting authority and her advisors within 7 calendar days following notification of contract award.

This plan must sufficiently anticipate situations to allow the contracting authority to take decisions or provide answers or supply the documents that are incumbent upon it.

The project management plan must be consistent with the work planning. It shall be aligned with the work planning and shall be based on the same document.

The contractor shall be sole manager of the planning of all activities required to perform this public contract. In particular, he shall plan:

- Dates for delivering implementation plans that he needs,
- Indication of deadlines dates for decisions to be taken by contracting authority;
- Indication of deadline dates for the conclusion of modifications to orders being elaborated;

Responsibilities

Contractor

- In order to be able to provide the consultancy services under this contract, the

Contractor shall assemble an experienced team of sufficient size and capacity, covering all professional disciplines required for the successful execution of the consultancy contracts.

- Categories and numbers of staff are to be proposed by the Contractor according to the appreciation of the work to be performed. Except if separately specified under ‘reimbursable expenses’, the services shall include all necessary and associated professional and support staff, piece labour, materials, equipment, supplies, consumables, rentals, travel, transportation, per diems, temporary accommodation, levies, postal and courier charges, cost of communication etc.
- The Contractor shall be responsible for the execution of the services as detailed in the Terms of Reference. In the conduct of the work, the Contractor shall fully liaise with the Contracting authority, the Contracting authority’s representatives and monitoring experts. The contractor shall assemble a well-qualified and experienced team of sufficient size/capacity, covering all the disciplines required for the successful execution of the assignment as described under personnel requirements and inputs above. During all stages of the assignment, the contractor shall report directly to the Contracting authority or to the Contracting authority’s appointed representative(s).
- The contractor shall be responsible for all preliminary and detailed technical investigations and the preparation of all other essential documents for conducting the assignment. The contractor has sole responsibility for analysis of all information gathered and conclusions made thereof.

Contracting Authority

- The contracting authority shall assist with the required contacts and access to relevant information essential to the proper implementation of the consultancy. Where necessary and possible, the contracting authority shall provide or assist the contractor in obtaining relevant documentation that is required to carry out the duties expeditiously. In the case of foreign contractors requiring work permits, MOES shall assist with such process by introducing such contractors to the relevant government authorities.

In order to ensure that all pedagogical requirements are duly taken into account during the construction and/or rehabilitation works, it is also of the uppermost importance that proper communication, coordination and understanding are ensured between the Project Coordination Team and the personnel involved in the planning, designing, procurement, and execution of infrastructure works. Specific time shall therefore be allocated during the Design/Supervision activities for meetings and discussions with all the concerned stakeholders, at the Project offices and the 3 health Training Institutions.

1.4 Requirements for the resources

1.4.1 Composition of the team

For this assignment	<ul style="list-style-type: none"> • 11 key professional staff • 4 non-key staff
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Contractor/ team leader

The Contractor shall identify a coordinator/team leader within its organisation who shall represent the single point of contact for all administrative and operational communication with

the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the selection criteria. Similarly, the Contracting Authority shall designate contact persons.

All communications and exchange of information between the Contracting Authority and the Contractor during the contract period shall be held in writing or email, in English and be addressed to the Contractor's single point of contact and to the contact person in the Contracting Authority respectively. The coordinator shall need to closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall safeguard that the requirements as described in this tender are being kept.

Experts

The contractor shall assemble a well-qualified and experienced team of sufficient size and capacity. But each individual expert shall require specific expertise to be provided in structural strategic planning, pedagogy, environment protection, sustainable sanitation, construction engineering, electricity, including renewable energy and passive architecture. The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practicing certificates, professional indemnity insurance and excellent track records on projects of similar nature in developing countries. The Contractor's proposal shall include the following key professional staff as minimum for all the Phases. The contractor may suggest with justification modification to the schedule of personnel list below;

1.4.2 Qualifications of the Team

Mandatory requirements for the team

The key staff shall have university degrees in their respective disciplines, corporate registrations with respective professional bodies, practicing certificates, professional indemnity insurance and excellent track records on projects of similar nature in developing countries. The team shall include but not be limited to the following key experts:

- a) **Architect (Team leader):** The team leader shall be a registered architect, possess a degree and a minimum twelve years of experience in building and structural work, with experience in passive cooling and energy conservation design strategies of school buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries. Knowledge of health institution designs especially skills laboratories shall be an added advantage. The team leader will also coordinate the entire exercise.
- b) **Civil/Structural Engineer:** shall be a registered Engineer, holder of a university degree and a minimum ten years of experience in building and structural work, particularly educational institution buildings.
- c) **Electrical Engineer:** shall be a registered Electrical Engineer, holder of a university degree in Electrical Engineering and a minimum ten years of experience in electrical/mechanical installation for large institutional buildings and systems, particularly Health and educational institution buildings.
- d) **Services Engineer (Mechanical):** The engineer shall be a registered mechanical engineer,

holder of a university degree in Mechanical Engineering and have minimum of ten years of experience in electrical/mechanical installation for large institutional buildings and systems.

- e) **Sustainable Architecture Expert:** the expert shall have a degree in architecture or engineering-built environment with an advanced university degree in built environment sustainable design and a minimum of five years' experience in Passive Building Design, preferably for education institutions and within the East African region.
- f) **Furniture design expert:** the expert shall have a degree in product design or interior architecture with experience in design of furniture for educational institutions demonstrating competence in design of furniture that supports student-centred learning. Experience in ergonomics is desirable.
- g) **Quantity Surveyor:** the Quantity surveyor shall be a registered surveyor and a holder of a university degree in Building Economics or Quantity Surveying, with a minimum ten years of experience in building and structural work, particularly education institutional buildings. The expert shall have carried out projects of similar nature in the public sector in developing countries.
- h) **Land Surveyor.** Shall possess a degree in land surveying with a minimum of seven years' experience. He shall be a registered surveyor.
- i) **Environmental Specialist:** Shall have an advanced University degree in environmental sciences and a certified ESSIA specialist.
- j) **Equipment specialist – Health Education training:** the expert shall have a degree in bio medical equipment or equivalent with experience in design of skills laboratory equipment for health educational institutions demonstrating competence in design of skills transfer spaces that supports student-centred learning. Experience skill laboratory equipping is desirable.
- k) **Renewable Energy Expert:** the expert shall have a degree in renewable energy/ environmental science/electrical engineering, with additional training in specific off grid energy technologies, and certification programs such as solar PV installation, maintenance, and can provide valuable skills and innovative solutions, with a minimum of five years' experience in renewable energy Design, preferably for education institutions and within the East African region.
- l) **ICT equipment specialist** the expert should have a degree in Computer system/ICT or equivalent with a minimum of seven years' experience in design of ICT systems for Education and Health facilities demonstrating competence in developing specifications

Non Key staff: The CVs of non-key staff

J) **Clerk of works:** Minimum of advanced diploma in building/civil engineering with a minimum of 5 years' experience in works of similar nature. The contractor shall provide a clerk of works per site (3 clerk of works in total shall be required) while all other key experts shall oversee all the 3 sites

K) **Assistant Service Engineer (mechanical);** The engineer shall be a graduate mechanical engineer, holder of a university degree in Mechanical Engineering and have minimum of three years of experience in electrical/mechanical installation for buildings and systems.

L) Assistant Architect; possess a degree and a minimum three years of experience in building and structural work, with experience in design strategies of schools and public buildings

M) Assistant Architect, Assistant Electrical Engineer; The engineer shall be a graduate electrical engineer, holder of a university degree in electrical Engineering and have minimum of three years of experience in electrical/mechanical installation for buildings and systems

NB: The contractor shall provide the CV of the clerk of works after the first phase of the contract which shall be evaluated and approved by the contract management team from the contracting authority. In addition to the Key-staff, the Contractor shall include non-key staff (Clerk of Works, Assistant Architect, Assistant Electrical Engineer and Assistant Services Engineer) who shall work under the supervision of the key-staff. The CVs of the non-keys staffs may be submitted after the award for review and approval of the contracting authority. All non-keys staffs shall have a bachelor's degree and at least 3 years' experience except for the clerk of works who may have a higher diploma with at least 7 years' experience.

1.4.2 Management of the Team

Efficient communication and sharing of experience must be put in place within the team. In case of unavailability of a Team Member, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the Expert being replaced and who was initially proposed for the assignment in accordance with the Tender. The contractor shall provide a complete team of professionals for a period of 34 calendar months (10 months for phase 1 and 24 months for phase 2) and the contractor's key professional staff break down input shall form part of the submission. The Contractor is free to organize their resources as they wish around the key personnel.

The Contractor shall complete the Team Composition and Task Assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

The Contractor shall submit CVs for all the Key Staff in their proposed team fully countersigned and dated personnel themselves not earlier than three (3) months from the date of submission. All CVs must meet the minimum requirements to be considered compliant.

1.4.4 Other resources

The contractor shall supply all resources necessary for performance of the contract, including but not limited to; office and working spaces, stationery, ICT equipment, vehicles and Personnel Protective Equipment. No facilities or resources shall be supplied by the contracting authority.

2 General provisions

2.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

2.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.

² Belgian Official Gazette of 18 November 2008.

Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

³ <http://www.ilo.org/ilolex/french/convdisp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: A legal entity submitting a tender;

The contractor/ contractor: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda.

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days shall be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority shall act in accordance with said law.

2.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and shall only divulge such information to third parties after receiving the prior written consent of the other party. They shall disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties shall be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

2.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure shall lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

2.8 Applicable law and competent courts

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties shall consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

3 Modalities of the contract

3.1 Type of contract

This procurement contract is a direct services contract.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in the performance of Development of master plans, detailed design, and supervision of works and supplies for furniture and equipment for 3 Health Training Institutions (Fort Portal College of Health Sciences, Hoima School of Nursing and Midwifery, and Jinja School of Nursing and Midwifery), in conformity with the conditions of these Tender Specifications.

3.2.2 items

The procurement consists of the items detailed in part 1 'technical specifications.'

These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

3.2.3 Variants

Each tenderer may submit only one tender. Variants are forbidden.

3.3 Duration of the contract

The duration of the contract is 34 months, including design and supervision. The procurement contract starts the day following the date of the kick off meeting.

Implementation Schedule

The implementation schedule for Phase 1 and 2 is shown in the table below, indicating the estimated service periods for this consultancy.

Activity	Description	Estimated time in months
Phase 1	Master Plan and Detail Design	10.0
1/ a	Inception Report	0.5
1/ b	Concept Master Plans and Final Master Plan	1.0
1/ c	Preliminary Design, excluding Contracting authority's review	2.0
1/ d	Final Design and Bidding Documents, excluding Contracting authority's review	3.5
1/ e	Tendering for construction (assistance in case technical clarifications are required)	3.0
Phase 2	Contract Management and Site Supervision	24.0

	Construction period	12.0
	Defects Liability and Warranty Period	12.0

Phase I – Preliminary Investigations, Preliminary Design, Final Design Reports and Bid Documents: to be done in a period of 7.0 months

Phase II – Supervision of Works and Related Supplies Contracts including the Defects Liability Period: to be done in a period of 24 months.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These Tender Specifications derogate from Article(s) 25-33 of the GIR. These deviations are founded on the idea of providing possible local tenderers with an opportunity to submit a tender.

4.1 Managing official (Art. 11)

The managing official is Ms. Hannah Nayoga, email: hannah.nayoga@enabel.be assisted by Mr. Frank Waibale, email: frank.waibale@enabel.be

Once the procurement contract is concluded, the managing official is the main contact point for the contractor. Any correspondence or any questions with regards to the performance of the procurement contract shall be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, shall be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The contractor commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor shall respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;

- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority shall act in accordance with said law.

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he shall strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

Given the public contract, it is to be considered that the contracting authority and the contractor shall each be responsible, individually, for the processing.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority acquires the intellectual property rights created, developed or used during performance of the contract.

4.6 Performance bond (Art. 25 to 33)

The performance bond is set at 5 % of the total value, excluding VAT, of the procurement contract. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

As a derogation from Article 26, the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority maintains the right to accept or refuse the posting of the bond through that institution. The tenderer shall mention the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of procurement contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost account number of the Deposit and Consignment Office Fill out the form

https://finances.belgium.be/sites/default/files/01_marche_public.pdf as completely as possible and return it to the e-mail address: info.cdcdck@minfin.fed.be

After reception and validation of said form, an agent of Belgium's Deposit and Consignment Office

(Caisse des Dépôts et Consignations) shall communicate to you the payment instructions (account number + communication) for posting the bond in cash;

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function;

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function;

4° in the case of a guaranty, by the deed of undertaking of the credit institution

This proof must be provided as applicable by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatory', as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that shall be mentioned in the contract conclusion notification.

Request by the contractor for the acceptance procedure to be carried out:

- 1° For the provisional acceptance: This is equal to a request to release the first half of the performance bond;
- 2° For the final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

4.7 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.8 Changes to the procurement contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement shall be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance shall be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

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- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Shall the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel shall do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the contractor (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services shall be performed in 2 phases within a period that is mentioned under section 3.3 Duration of the contract

The services shall be performed in two phases as stated in the terms of reference.

Phase 1: A design component including writing of technical part of Terms of reference where needed

Phase 2: A supervision component of the works to be carried out by the selected contractor.

The contract will have a one-year warranty period that shall start on the date of provisional acceptance by the contracting authority and end with final acceptance by contracting authority.

4.10.2 Place where the services must be performed and formalities (Art. 149)

The services shall be performed at the addresses mentioned in the Terms of reference

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor shall be notified about this immediately by fax or e-mail, which shall be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The contractor advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 Liability of the contractor (Art. 152-153)

The contractor takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the contractor.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there shall be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44-51 and 154155)

The contractor's default is not solely related to services as such but also to the whole of the contractor's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the contractor for each violation, which can be to up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority shall decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which shall be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found. §2 The measures as of right are:

1° Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

The measures referred to in 1°, 2° and 3° shall be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement procurement contract shall be borne by the new contractor.

4.15 End of the procurement contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)

The managing official shall closely follow up the services during performance.

The services shall not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the contractor. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report shall be drawn up.

Where the services are completed before or after this date, it is the responsibility of the contractor to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the contractor's request, an acceptance or a refusal of acceptance report shall be drawn up, depending on the case.

The acceptance specified above is final.

4.15.3 Invoicing and payment of services (Art. 66 to 72 – 160)

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Ms. Lydia Namulondo

lydia.namulondo@enabel.be

Financial Controller – We Learn

Enabel in Uganda

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the contractor.

The amount owed to the contractor must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice acceptance report.

When the procurement documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.

The invoice must be in EUROS.

Payment shall be made in instalments (progress payment) as follows:

Phase 1	Preliminary and Detailed Design (lump sum contract)	40% payment of this phase released to the consultant upon review and acceptance of the deliverables
1/a	After approval of the Inception report	10%
1/b	Preliminary design excluding client's reviews	40%
1/c	Final design and Bidding documents, excluding client's reviews	40%
1/d	Bidding process assistance	10%
Phase 2	Contract management and site supervision (Lump sum paid on Pro rata basis)	60% payment of this phase released to the consultant upon review and acceptance of the deliverables
	Contract Management and site supervision	90% Pro rata basis according to Physical progress up to Practical handover of facilities to the client.
	Defects Liability and Warranty Period	10% after successful completion of the defects liability period and final handover of facilities to the client.

Advance payment:

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to public contracts with a view to promoting access by SMEs to the said contracts, the contracting authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%);

2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes.

The first half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches sixty per cent of the original order amount. The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

The supplier must provide an **advance bank guarantee** prior to any advance payment.

The amount of the advance shall be deducted from the final invoice of each order.

No advance shall be paid when implementation duration of an order is less than 60 days.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

The contracting authority shall in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens rue Haute 147

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1000 Brussels

Belgium

5 Procurement procedure

Considering article 14, §2, 1° of the law of June 17, 2016 relating to public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the law.

The nature of the public contract in question is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal “e-Procurement” platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in the application of Article 42 of the Law of 17 June 2016.

5.2 Publication

5.2.1 Enabel publication

This procurement contract is published on the Enabel website <https://www.enabel.be/public-procurement/>. Such publication constitutes an invitation to tender.

5.3 Information

The awarding of this procurement contract is coordinated by the Contract Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract shall exclusively pass through this service. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until the date of 12th July, 2024 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions shall be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to aisha.mirembe@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They shall be answered in the order received. The complete overview of questions asked shall be available at the address mentioned above as soon as available.

The contracting Authority shall conduct a compulsory site visit for intending tenderers for each of the sites under this tender on;

Site	Date and time	Location
Fortportal College of health sciences	9 th July, 2024 at 9:00AM	Fort Portal City, Kabarole district west of Kampala city, about 300 km from Kampala

		on Mugurusi Road, off the Fort Portal - Kasese highway
Hoima school of Nursing and Midwifery	10 th July, 2024 at 9:00AM	Hoima district west of Kampala city, about 230 km from Kampala along Hoima-Kampala highway
Jinja Schools of Nursing and Midwifery	12 th July, 2024 at 9:00AM	Jinja City, Jinja district East of Kampala city, about 80 km from Kampala along Jinja-Kampala highway

A site visit certificate shall be issued as evidence of the site visit and shall be submitted with the tender. The tenderers are expected to visit all the three sites as they form one tender.

Until the notification of the award decision no information shall be given about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

5.4 Preparation and Submission of Tenders

Preparation of tenders

The tenderer shall prepare separately, the administrative, technical and financial proposals as explained below;

Content of tenders

The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

The tender shall contain the following parts:

1. Administrative Proposal

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The tenderer shall use the tender forms included in the corresponding section of the Annex.

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form.
- Articles of Association
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- **CVs for the proposed experts (These shall be signed, and countersigned and dated by the personnel themselves not earlier than three (3) months from the date of submission).**

At the latest before award, the successful tenderer shall be required to provide the following documents:

- Tax Clearance Certificate (e.g; URA, as applicable)
- Social Security Contribution Clearance (e.g., NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);

2. Technical Proposal

The technical proposal may be presented in a free format. It shall not exceed ten pages, not counting the CVs. It shall respect the following page limit and structure:

- Technical methodology
- Project and quality management

3. Financial Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

Determination of prices

All prices given in the tender form must obligatorily be quoted in EUROS.

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid shall be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

Elements included in the price

The contractor is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

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Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

Where applicable, the measures imposed by occupational safety and worker health legislation;

Customs and excise duties for equipment and products used;

- The remuneration shall consist of the contractor's professional fees and assignment-related costs in executing the contract (as detailed in the technical proposal), which costs shall be deemed to be inclusive of the following categories: offices, human resources, salaries, wages, training, office materials, per-diems, labour, equipment, supplies, consumables, rentals, travel, transportation, accommodation, levies, postal charges, communication, approvals, permits and all other related expenses.

Validity of tenders

The tenderers are bound by their tender for a period of 120 calendar days from the reception deadline date.

The validity of the tender shall be negotiated, if the deadline stated above is overrun.

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract.

The tenderer submits his tender as follows:

The duly completed and signed tender shall be submitted only by e-mail and only as attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of the tenderer.

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments.

It shall be submitted by email to: uga_csc_tenders@enabel.be

Any request for participation or tender shall be received by the Contracting Authority no later than **22/07/2024, 2:00PM**, Kampala time. Requests for participation or tenders that arrive late shall not be accepted¹².

5.4.3 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which shall be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

The opening of tenders shall take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time shall be rejected. The opening shall take place behind closed doors.

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

The mandatory and optional exclusion grounds are given in the Declaration on Honour enclosed to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority shall verify the accuracy of this Declaration on honour Based on the supporting documents.

Selection criteria

Moreover, by means of the documents requested in the Annexes - Administrative Proposal, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 100,000 EUR during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience in providing similar consultancy services of design and supervision of works procurements

Minimum Standard	Minimum of 2 assignments within the scope of the contract with a contract value of 80,000 EUR, which were totally and successfully completed in the last 3 years.
2.1	Fully signed CVs for experts
Minimum Standard	Minimum experiences for the team as stated in the technical specifications with signed profiles and CVs.

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it shall have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

Regularity of tenders

The tenders submitted by the selected tenderers shall be evaluated as to formal and material regularity. Irregular tenders shall be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

5.5.2.2 qualitative and financial evaluation of tenders

Negotiation

The formally and materially regular tenders shall be evaluated as to content by an evaluation committee. The contracting authority shall restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation shall be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations shall be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it shall so advise the remaining tenderers and shall set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO shall be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) shall be designated the contractor for this procurement contract.

Award Criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

- Qualitative award criteria: 60 %;

For each phase, the tenderer provides a technical proposal (technical methodology, quality management and project management of activities) based on the instructions given in the Terms of Reference. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 60
1.	Quality of the proposed Technical Methodology Strategies and approaches, work process, techniques	30
2.	Quality of the proposed project and Quality Management Workplan and timetable, Coordination and communication plan, Reporting, Risk management and disruption plan Monitoring, Quality assurance	30

Only tenders with scores of at least 40 points out of 60 points qualify for the financial evaluation.

- Price: 40 %;

With regards to the 'price' criterion, the following formula shall be used:

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$$

Final score

The scores for the qualitative and financial award criteria shall be added up. The procurement contract shall be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

The procurement contract shall be awarded to the tenderer who has submitted the most economically advantageous tender.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary, through another award procedure.

5.6.2 Concluding the contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

6 Annexes

6.1 Technical documents

Not applicable.

6.2 Contractual Documents

Model Performance Bond

Only for the successful tenderer:

Bank X

Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the "Bank")

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

"X, tender documents Enabel < UGAX, lot X" (the "Contract").

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the "Contract".

This performance bond shall be released in accordance with the provisions of the tender documents Enabel < UGAX and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference of the procurement procedure.

Any payment made from this performance bond shall ipso jure reduce the amount secured by the Bank.

The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

Tender Specifications – Procurement reference number

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA		
FAMILY NAME(S) ①		
FIRST NAME(S) ①		
DATE OF BIRTH		
JJ MM YYYY		
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT		
IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③		
ISSUING COUNTRY		
IDENTITY DOCUMENT NUMBER		
PERSONAL IDENTIFICATION NUMBER ④		
PERMANENT PRIVATE ADDRESS		
POSTCODE	P.O. BOX CITY	
REGION ⑤	COUNTRY	
PRIVATE PHONE		
PRIVATE E-MAIL		
II. BUSINESS DATA		
If YES, please provide business data and attach copies of official supporting documents		
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)	BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION CITY COUNTRY	
YES NO		
DATE		
SIGNATURE		

-
- ① As indicated on the official document.
 - ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
 - ③ Failing other identity documents: residence permit or diplomatic passport.
 - ④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

Legal person entity private/public legal body

OFFICIAL NAME ②			
ABREVIATION			
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY		PHONE	
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

② National denomination and its translation in EN or FR if existing.

③ Registration number in the national register of the entity.

Public law entity

OFFICIAL NAME ^①			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT		
	NOT FOR PROFIT	NGO ^②	YES NO
MAIN REGISTRATION NUMBER ^③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

① National denomination and its translation in EN or FR if existing.

② NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ⁸	
IBAN/ACCOUNT NUMBER ⁹	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS OF BANK BRANCH		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

⁸ This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

⁹ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Subcontractors

Name and legal form	Address / Registered office	Object

In case of sub contraction, kindly provide a valid agreement between the 2 parties.

Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, humanrights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionsinternationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionseurop%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf For Belgium:

[https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations
generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

8) If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Place, date

Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract shall be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses shall be considered as a serious professional misconduct which shall lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority shall be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Place, date

Economic and financial capacity Form

Financial Statement

The tenderer must complete the following table of financial data based on his/her annual accounts.

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁰				

The tenderer must also provide his/her approved financial statements for the last three financial years or an appropriate supporting document, such as a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned shall do

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	(min. 2) @ with a value of 80,000 EUR	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificates of completion/acceptance (statement or certificate without major reservation) and / or any supporting documents (completion certificates as a main consultant) approved by the entity which awarded the contract.

¹⁰ Last accounting year for which the entity's accounts have been closed.
Tender Specifications – Procurement reference number

6.3.2.1 Key Expert

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's of the key experts (the team leader and experts) proposed** for implementing this services contract. The CV's (qualifications and experience of key experts) have to fulfil the profiles as requested in the ToRs.

<i>Name of expert</i>	<i>Proposed position</i>	<i>Educational background</i>	<i>Years of experience with relevant</i>	<i>Specialist areas of knowledge</i>
	Architect (team leader)			
	Civil/ structural Engineer			
	Electrical Engineer			
	Services Engineer (Mechanical)			
	Sustainable Architecture Expert			
	Furniture design expert			
	Quantity Surveyor			
	Land Surveyor			
	Environmental Specialist			
	Equipment specialist – Health Education training			
	Renewable Energy Expert			
	ICT equipment specialist			
Non –Key experts				
	Clerk of works 3(1 per site)			
	Assistant Architects			

	Assistant Services (mechanical) engineer			
	Assistant Services (electrical) engineer			

6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format but shall include the following.

Organization and methodology

For each phase separately, the tenderer must propose in his offer a **technical methodology** (to include technical methodology, quality management and project management) based on the instructions given in the Terms of Reference.

1. **Understanding of ToR:** Any comments on the ToR for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Opinion on the key issues related to the achievement of the contract objectives and expected results. An explanation of the risks and assumptions affecting the execution of the contract.
2. **Strategy:** An outline of the approach proposed for contract implementation, a list of the proposed tasks you consider necessary to achieve the contract objectives, inputs and outputs.
3. **Work plan & timetable of activities:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the contracting authority and taking into account travel time). The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference. The methodologies contained in the offer shall include a work plan indicating the envisaged resources to be mobilised.
4. **Techniques and processes:** An elaboration on how the consultant will achieve the assignment in terms of processes to be followed and techniques to be deployed

Small concept note

For each site separately, the tenderer must propose in his offer a **small concept note** (proposal) for the new facilities; and skills lab for the various trades at the 3 health training institutions;

- i. Fort Portal – Skills labs with classrooms (Pharmacy, Clinical medicine, and Theatre techniques & Anaesthesia)
- ii. Hoima – Skills lab with library and computer lab (Nursing, Midwifery, and Simulation)
- iii. Jinja – Skills lab – multi-purpose (Nursing, Midwifery, simulation and Paediatrics)

The small concept note for the design shall show the tenderer's project and site understanding, innovations, and creativity in providing solutions for this contract.

Concretely we request you to make a concept note for the design of the skills lab based on the following information as listed below:

Fort Portal College of Health Sciences (lot 1):

- Focal point for the whole campus, meeting place
- Master plan for the campus in Fort Portal City
- Skills Lab with classrooms (Pharmacy, Clinical medicine, Anesthesia and medical theatre techniques)
- Natural light
- PV solar energy
- Attraction point on campus, visible from entrance
- Parking for bicycles
- To be located in easily accessible place

Hoima School of Nursing & Midwifery (site 2):

- Focal point for the whole campus, meeting place
- Master plan for the two (2) campuses i.e. main campus and annex campus both in Hoima City
- Skills Labs with Library and Computer lab (1. Nursing, 2. Midwifery, 3. Simulation) at the Old Campus
- Natural light
- PV solar energy
- Attraction point on campus, visible from entrance
- Parking for bicycles
- To be designed as rehabilitation and extension of the existing library

Jinja School of Nursing & Midwifery (site 3):

- Focal point for the whole campus, meeting place
- Master plan for the two (2) campuses i.e. main campus in Jinja City and annex campus in Masese town
- Skills Labs with multi-purpose (1. Nursing, 2. Midwifery, 3. Pediatrics, 4. Simulation)
- Natural light
- PV solar energy
- Attraction point on campus, visible from entrance
- Parking for bicycles

Requirements for concept and sketch design:

- Functionality and user-friendliness of the proposal;
- Respecting principles of sustainable architecture and energy efficiency;
- Creativity and originality of the concept (no copy/paste of other solutions);
- Presentation of concept and sketches (only basic sketches).

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Shall this tender be approved, the performance bond shall be constituted under the conditions and deadlines stipulated in the Tender Specifications.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

N°	Description	Lump-sum unit prices in EUR exc. VAT*
1.	Preliminary Design Detailed Design and Draft Bidding Documents Final Design and Bidding Documents Bidding Process Assistance (maximum 40% of the total price excl. VAT)	€
2.	Contract Management and Site Supervision, including the defects liability period (maximum 60% of the total price excl. VAT)	€
VAT percentage (if applicable):		
Total amount in words:		
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda		

Note: The tenderer shall attach separately the detailed breakdown of the financial offer stated in this financial offer form

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date and signature:

Tender Specifications – Procurement reference number