



Vocational Education (VE) Project (Phase II)

**OPEC Fund for International Development (OFID)
Loan Agreement No. 4976P**

**The Government of Uganda
Ministry of Education and Sports**

REQUEST FOR PROPOSALS

CONSULTANCY SERVICES FOR PROVISION OF SKILLS & INSTITUTIONAL MANAGEMENT CAPACITY UPGRADING FOR EIGHT TECHNICAL INSTITUTES IN UGANDA

Procurement Ref: OFID-MOES/SRVCS/19-20/00210

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JULY 2020

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| SECTION 1: LETTER OF INVITATION |
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Vocational Education (VE) Project,
Ministry of Education and Sports,
Legacy Towers, Block A, 5 Kyadondo Road,
P.O. Box 7063, Kampala, UGANDA

20th July, 2020

Dear Sir/Madam

**CONSULTANCY SERVICES FOR PROVISION OF SKILLS & INSTITUTIONAL
MANAGEMENT CAPACITY UPGRADING FOR EIGHT TECHNICAL INSTITUTES
IN UGANDA, UNDER THE OFID INTERNATIONAL COMPETITIVE BIDDING (ICB)
PROCEDURE; PROCUREMENT REF: OFID-MOES/SRVCS/19-20/00210.**

1. The Government of Uganda (GOU), represented by the Ministry of Finance, Planning and Economic Development (MOFPED), has received a Loan from the OPEC Fund for International Development (OFID) toward the cost of Phase II of the Vocational Education (VE) Project under Loan No. 4976P, and intends to apply a portion of this Loan to eligible payments under the Contract for which this RFP is issued. Further procurement and funds disbursement related guidance can be obtained from the following documents:
 - The Procurement Guidelines under Loans extended by OFID available at: <http://www.ofid.org/Portals/0/Publications/SpecialPublications/procurementGuidlines.pdf>
 - The Disbursement Procedures Handbook for Public Sector Borrowers available at: http://www.ofid.org/Portals/0/Publications/SpecialPublications/DisbursementProcedures_Nov2015_Revised.pdf
2. The Ministry of Education and Sports (MOES), the Executing Agency for the Project, now invites proposals for provision of skills and management capacity upgrading services for eight beneficiary Technical Institutes (TIs) that were established under Project Phase I, as follows:
 - **OGOLAI TECHNICAL INSTITUTE (TI), Amuria District**
 - **BUHIMBA TI, Kikube District**
 - **NAWANYAGO TI, Kamuli District**
 - **LWENGO TI, Lwengo District**
 - **SASIIRA TI, Nakasongola District**
 - **BASOGA NSADHU MEMORIAL TI, Namutumba District**
 - **KILAK CORNER TI, Pader District**
 - **LOKOPIO HILLS TI, Yumbe District**

More specific details are provided in the Terms of Reference included in this RFP (*Section 5*).

3. A consultant will be selected under the **Quality and Cost Based Selection (QCBS) method** of the **OFID International Competitive Bidding (ICB) procedure** described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants
 - Section 3 - Technical Proposal – Standard Forms
 - Section 4 - Financial Proposal – Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract Document
5. Your attention is drawn to the fact that proposals prepared in accordance with the instructions in this RFP document, should be submitted to the following physical address, no later than **15.00hrs Local Time (LT) on 03rd September 2020**. Late proposals will not be accepted.

**The Head, Procurement and Disposal Unit,
Ministry of Education and Sports,
Floor 7 Room 7.2, Embassy House,
King George VI Way,
P.O. Box 7063, Kampala (Uganda)**

Bids may also be submitted by soft copy to the following email address: pdu@education.go.ug not later than **15:00hrs Local Time (LT) on 03rd September 2020**. Late bids will be rejected.

Yours sincerely,

Alex Kakooza
Permanent Secretary

SECTION 2: INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Employer named in the Data Sheet will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Employer's satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Employer will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Employer, are not reimbursable as a direct cost of the assignment; and (ii) the Employer is not bound to accept any of the proposals submitted.
- 1.7 The Employer requires that consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Employer to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Employer whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with OFID may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Employer before preparing the proposal.
- 1.8 It is a requirement that recipients and beneficiaries of OFID loans, as well as consultants under OFID-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this requirement, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Recipient, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Recipient of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) on the evidence of corrupt or fraudulent practices by the Recipient or consultants in the selection or the execution of the contract, will ask the Recipient country to take appropriate action to rescind the contract, failing which OFID will cancel the portion of its financing. For this purpose, OFID will require that the proposal documents embody a statement to this effect, and will also require that, in contracts financed by OFID, a provision be included that gives the Recipient country the right to rescind the contract in these circumstances;
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an OFID-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an OFID-financed contract; and
 - (e) will have the right to require that, in contracts financed by OFID, a provision be included requiring consultants to permit OFID to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by OFID.
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by OFID in accordance with the above sub para. 1.8 (d).
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- 1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Employer's address indicated in the Data Sheet. The Employer will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Employer may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Employer as indicated in the Data Sheet. Consultants must obtain the approval of the Employer to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Employer's national language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Employer (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Recipient's country), unless the Data Sheet specifies otherwise.
- 3.8 Consultants may express the price of their services in the currency of any Bank member country. The consultants may not use more than three foreign currencies. The Employer may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no inter lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" **Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address only and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."**
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. **Any proposal received after the closing time for submission of proposals shall be returned unopened.**
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. **The Financial Proposal shall remain sealed and deposited with a respectable public auditor, independent authority or entity approved by the Executing Agent, until all submitted proposals are opened publicly.**

5. PROPOSAL EVALUATION

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Employer on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Employer in the Employer's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals till the technical evaluation, including any reviews and issuance by OFID of a "No-Objection" letter, is concluded.

Evaluation of Technical Proposals

- 5.3 The evaluation committee, appointed by the Employer as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal/contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.
- 5.5 After the evaluation of quality is completed, the Employer shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Employer shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 10 calendar days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Employer will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per para. 3.7.

- 5.8 In case of QCBS, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.9. In the case of Fixed-Budget Selection, the Employer will select the firm that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Employer will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score and ranked not more than 10% below the highest technical score. In both cases the selected firm is invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Employer and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Employer’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide the information on remuneration rates described in the Appendix to these Instructions.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Employer will require assurances that the experts will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of contract. To complete negotiations the Employer and the firm will initial the agreed draft contract. If negotiations fail, the Employer will invite the firm whose proposal received the second highest combined score to negotiate a Contract.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Employer will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

INFORMATION TO CONSULTANTS

BID DATA SHEET

Reference to the Standard Clauses of the Instruction to Consultants

- 1.1 The name of the Employer is: **Ministry of Education and Sports**
The procurement method: **Open International Competitive Bidding (ICB) so 'those listed in the Letter of Invitation' does not apply**
The method of selection is: **Quality & Cost Based Selection (QCBS)**
The Edition of the Guidelines is: **Procurement Guidelines under Loans Extended by OFID (1982)**
- 1.2. Technical and Financial Proposals are requested: **Yes**
The name, objectives, and description of the assignment are: **Consultancy Services for Provision of Skills and Management Capacity Upgrading for Eight Technical Institutes in Uganda(see TOR)**
- 1.3 The assignment is in parts: **Yes, as described in the TOR**
- 1.4 A pre-proposal conference will be held: **Yes, Virtual Online Meeting at 10.00hrs LT on 13th August 2020**
Pre-proposal site visits will also be held at 2 of the 8 project sites as follows.
1. Basoga Nsadh Memorial TI, Namutumba: 10.00hrs on 5th August 2020
2. Nawanyago Technical Institute (TI), Kamuli: 15.00hrs on 5th August 2020
Introduction letters will be issued to enable bidders to visit the other 5 sites on their own.
The name and address of the Employer's official is:
**Architect Miriam Lawino,
Project Technical Manager,
IsDB, OFID & Arab-funded Projects,
Ministry of Education and Sports,
P.O. Box 7063, Kampala, Uganda
E-mail: miriam.lawino@gmail.com**
- 1.7.2 The Employer envisages the need for continuity for downstream work: **As per TOR.**
- 1.11 The clauses on fraud and corruption in the Contract are: **GCC and SCC 1.8 & 1.9**
- 2.1 Clarifications may be requested up to **21 days** before the submission date, **i.e.17.00hrsLT on17th August 2020**. The latest date on which the Employer shall issue clarifications is **11 days** before the submission date, **i.e. 17.00hrs LT on 24thAugust 2020**.
The address for requesting clarifications is:
**Architect Norman Ajiri,
Ag. Projects Coordinator,
IsDB, OFID & Arab-funded Projects,
Ministry of Education and Sports,
P.O. Box 7063, Kampala, Uganda
E-mail:normanajiri@hotmail.com**
copied to: miriam.lawino@gmail.com&yerusa.nyangoma@gmail.com

- 3.1 Proposals should be submitted in **English**
- 3.3 (i) Entity may associate with other individual experts: **Yes**
(ii) The Financial Proposal shall not exceed the available budget of: **/A**
(iv) The minimum required experience of proposed professional staff is: **as per the TOR**
- 3.4 (vii) Training is a specific component of this assignment: **Yes, as per the TOR**
(viii) Additional information in the Technical Proposal includes: **N/A**
- 3.7 Taxes: **Under the Loan Agreement, all applicable taxes and duties related to the Bank's financing of the Project shall be borne by the Borrower.**
- 3.8 Consultants to state local cost in the national currency: **Not Necessarily**
- 3.10 Proposals must remain valid **120 days** after the submission date, i.e. till **05th January 2020**
The Bidder shall furnish a **Bid Securing Declaration (BSD)** in the format included in Section 3. The BSD of a JV must be in the name of the legally constituted JV. Any bid not supported by a substantially responsive BSD shall be rejected.
- 4.3 Consultants must submit **One Original and Two Additional copies**, as well as **One Scanned Copy in PDF-Formation** a flash disk of each proposal in their respective envelopes, as outlined in Section 4:
- 4.4 The proposal submission address is:
**The Head, Procurement and Disposal Unit,
Ministry of Education and Sports,
Floor 7 Room 7.2, Embassy House, King George VI Way,
P.O. Box 7063, Kampala (Uganda)**
Information on the outer envelope should also include:
The mailing address of the bidder, in the bottom left hand corner, in case the bid has to be returned in line with item 4.5
- 4.5 Proposals must be submitted no later than the following date and time:
15.00hrs LT on 07th September 2020.
- 5.1 The address to send information to the Employer is: **same as in 4.4 above**
- 5.3 The number of points to be given under each of the evaluation criteria are as follows:

| | |
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| 1. Specific experience related to the assignment (10 points) Successful similar assignments on TVET skills & management capacity building, equipment specification, delivery/installation supervision, user-training & after-sales services. | 10 points |
| 2. Adequacy of proposed work plan & methodology in responding to the TOR (40 points) | |
| a. Understanding, appreciation and comments on the TOR. | 10 points |
| b. Appropriateness, creativity and thoroughness in the proposed approach and methodology for carrying out the assignment. | 20 points |
| c. Quality of the proposed work plan, including key activities, tasks, outputs, timelines and assignment of associate staff, as well as possession of necessary office and field equipment. | 10 points |
| 3. Qualifications and competence of proposed staff (40 points) Relevant qualifications/specific work experience of proposed key staff (as per list in the TOR) | 40 points |
| 4. Regionalexpert participation of staff (10 points) At least 70% of Consultant's team | 10 points |
| Total: | 100 points |

The points given to evaluation sub-criteria for qualifications of staff are:

| | |
|--------------------------------------|-----------------|
| General Qualifications& Experience: | 30 points |
| Adequacy for the Assignment: | 50 points |
| Experience in the region and sector: | 15 points |
| <u>Language (English):</u> | <u>5 points</u> |
| TOTAL: | 100 points |

The minimum technical score required to pass:**80 points**

- 5.7 The single currency for price conversions is: **Uganda Shilling**
The source of official selling rates is: **Bank of Uganda**
The date of exchange rates is: **bid submission date**
- 6.1 The address for negotiations is: **same as in 4.4 above**
- 7.2 The assignment is expected to commence in **January 2021 in Kampala**

APPENDIX

TO INFORMATION TO CONSULTANTS

Financial Negotiations¹

Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Employer is charged with the custody of Recipient funds and is expected to exercise prudence in the expenditure of these funds. The Employer is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or Recipient regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Employer does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^2 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

¹ Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.

It is important to note that leave can be considered a social cost only if the Employer is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract.

Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Employer does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members. UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Activity-related Costs

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable costs. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

² Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

UGANDA
THE VOCATIONAL EDUCATION PROJECT, PHASE II: LOAN NO. 4976P
Equipment Specifications, Installation Supervision & Training Consultancy Services for the Expansion and
Supplementary Equipping of Eight Technical Institutes
REQUEST FOR PROPOSALS
INFORMATION TO CONSULTANTS
BREAKDOWN OF AGREED FIXED RATES³
[Currencies: _____⁴]

| Consultants | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--------------------|----------|-------------------------|-----------------------------|------------------------|----------|-------------------|--|----------------------------|------------------------------------|
| Name | Position | Basic Rate ⁵ | Social Charge (__% of 1) | Overhead (__% of 1) | Subtotal | Fee (__% of 4) | Away from Headquarter s Allowance (__% of 1) | Total Agreed Fixed Rate | Agreed Fixed Rate (__% of 1) |
| Country Assignment | | | | | | | | | |
| | | | | | | | | | |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Signature of Consultant: _____

Date: _____

Name: _____

Title: _____

³ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

⁴ If different currencies, a different table for each currency should be used.

⁵ Per month, day, or hour as appropriate.

SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS

Technical Proposal Standard Forms shall be used for the preparation of the Technical Proposal according to the instructions provided under the Instructions to Consultants.

- 3A. Technical Proposal submission form.
- 3B. Bidder's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Employer.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for Consultant's Team.
- 3H. Activity (work) schedule.
- 3I. Form of Bid Securing Declaration.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Employer*]

Ladies/Gentlemen:

I/We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal. I/We hereby submit my/our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] I/we undertake to negotiate on the basis of the proposed staff. My/Our Proposal is binding upon me/us and subject to the modifications resulting from Contract negotiations.

I/We understand you are not bound to accept any Proposal you receive.

I/We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Address:

3B. BIDDER'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

| | | |
|--|-------------------------------|--|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm/Entity(profiles): |
| Name of Employer: | | N ^o of Staff: |
| Address: | | N ^o of Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Current US\$): |
| Name of Associated Consultants, If Any: | | N ^o of Months of Professional Staff Provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Consultant's Name/Signature: _____

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE
AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Employer:

- 1.
- 2.
- 3.
- 4.
- 5.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Technical Staff | | |
|--------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |
| | | |

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and Consultant] Day/Month/Year

Full name of staff member: _____

Full name of Consultant: _____

3G. TIME SCHEDULE FOR CONSULTANT’S TEAM

| Name | Position | Reports Due/Activities | Months (in the Form of a Bar Chart) | | | | | | | | | | | | Number of Months | | | |
|------|----------|------------------------|-------------------------------------|---|---|---|---|---|---|---|---|----|----|----|------------------|--|--------------|--------------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | | |
| | | | | | | | | | | | | | | | | | Subtotal (1) | |
| | | | | | | | | | | | | | | | | | | Subtotal (2) |
| | | | | | | | | | | | | | | | | | | Subtotal (3) |
| | | | | | | | | | | | | | | | | | | Subtotal (4) |

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Consultant)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

| | <i>[1st, 2nd, etc. are months from the start of assignment.]</i> | | | | | | | | | | | | |
|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|--|
| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th | |
| Activity (Work) | | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | | |

B. Completion and Submission of Reports

| Reports | Date |
|---|------|
| 1. Inception Report | |
| 2. Interim Progress Report (a) First Status Report (b) Second Status Report | |
| 3. Draft Report | |
| 4. Final Report | |

3I. BID-SECURING DECLARATION

[This Bid Securing Declaration should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid; adjust accordingly].

Date: [insert date (as day, month and year) of bid submission]
Procurement Reference No.: [insert Procurement Reference Number]

To: *[insert complete name of Procuring and Disposing Entity (PDE)]*

Whereas *[insert complete name and address of Bidder]* (hereinafter “the Bidder”) has submitted a bid proposal dated *[insert date (as day, month and year)]* for Procurement Reference number *[insert Procurement Reference number]* for *[insert brief description of the Services]*, hereinafter called “the Proposal”, this Bid Securing Declaration supports the Proposal.

I/We accordingly accept that I/we may be disqualified from bidding for any contract with any procuring and disposing entity for a determined period, under the following conditions:

1. If I/we withdraw my/our bid during the period of bid validity specified in the Bid Submission Sheet; or
2. If I/we, having been notified of the acceptance of my/our bid by the Procuring and Disposing Entity, during the period of bid validity, fail or refuse to:
 - (a) execute the Contract; or
 - (b) accept the correction of my/our bid;
 - (c) provide an acceptable Professional Indemnity Insurance for the services.

This Bid Securing Declaration shall remain in force up to and including twenty-eight (28) days after the original or extended period of bid validity.

*Signed/Sealed: *[insert signature/seal of person whose name and capacity are shown below]*

Name: _____ *[insert complete name of person signing the Bid]*

In the capacity of _____ *[insert legal capacity of person signing the bid]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

**appropriately adjust the above signature section for JVs*

| |
|---|
| SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS |
|---|

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursables per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Ladies/Gentlemen:

I/We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). My/Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which I have estimated at [Amount(s) in words and figures].

My/Our Financial Proposal shall be binding upon me/us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if I am awarded the Contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|----------------------------|---------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I/We understand you are not bound to accept any Proposal you receive.

I/We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Address:

(adjust as necessary for a JV)

4B. SUMMARY OF COSTS

| Costs | Currency(ies) ⁶ | Amount(s) |
|------------------------------------|----------------------------|-----------|
| Subtotal | | |
| Local Taxes | | |
| Total Amount of Financial Proposal | | _____ |

⁶ Maximum of three currencies plus the local currency.

4C. BREAKDOWN OF PRICE PER ACTIVITY

| | | |
|------------------------|------------------------|-----------------------------|
| Activity No.: _____ | Activity No.: _____ | Description: _____ _____ |
| Price Component | Currency(ies) | Amount(s) |
| Remuneration | | |
| Activity Related Costs | | |
| Subtotal | | _____ |

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

| Activity No. _____ | | Name: _____ | | |
|---|----------|--------------------|---------------------------------------|--------|
| _____ | | | | |
| Names | Position | Input ⁷ | Remuneration Currency(ies) Rate | Amount |
| Consultant | | | | |
| Associate Staff <i>(no. as required)</i> | | | | |
| Grand Total | | | | _____ |

⁷ Staff months, days, or hours as appropriate.

4E. ACTIVITY RELATED COSTS PER ACTIVITY

Activity No: _____

Name: _____

| No. | Description | Unit | Quantity | Unit Price In | Total Amount In |
|-----|---|------|----------|---------------|-----------------|
| 1. | International flights _____ | Trip | | | |
| 2. | Miscellaneous travel expenses | Trip | | | |
| 3. | Subsistence allowance | Day | | | |
| 4. | Local transportation costs ⁸ | | | | |
| 5. | Office rent/accommodation/ clerical assistance | | | | |
| | Grand Total | | | | _____ |

⁸ Local transportation costs are not included if local transportation is being made available by the Employer. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Employer.

4F. MISCELLANEOUS COSTS

Activity No. _____ Activity Name: _____

| No. | Description | Unit | Quantity | Unit Price | Total Amount |
|-----|---|------|----------|------------|--------------|
| 1. | Communication costs between _____ and _____ (telephone, telegram, telex) | | | | |
| 2. | Drafting, reproduction of reports | | | | |
| 3. | Equipment: vehicles, computers, etc. | | | | |
| 4. | Software | | | | |
| | Grand Total | | | | _____ |

SECTION 5: TERMS OF REFERENCE

CONSULTANCY SERVICES FOR PROVISION OF SKILLS AND MANAGEMENT CAPACITY UPGRADING OF EIGHT TECHNICAL INSTITUTES IN UGANDA

1 PROJECT OVERVIEW

1.1 Completed Phase I of the VE Project

In July 2010, the Government of Uganda (GOU), represented by the Ministry of Finance, Planning & Economic Development (MOFPED), secured a long-term Loan from the OPEC Fund for International Development (OFID) to the tune of **US\$ 22.95 million**, to finance Phase I of the Vocational Education (VE) Project. Under the project, new technical institutes were established in nine selected districts of Uganda, i.e. ¹**Ogolai Technical Institute** (Amuria District), ²**Buhimba Technical Institute** (Hoima District, *located in the new Kikube District*), ³**Nawanyago Technical Institute** (Kamuli District), ⁴**Lwengo Technical Institute** (Lwengo District), ⁵**Namataba Technical Institute** (Mukono District), ⁶**Sasiira Technical Institute** (Nakasongola District), ⁷**Basoga Nsadhu Memorial Technical Institute** (Namutumba District), ⁸**Kilak Corner Technical Institute** (Pader District) and ⁹**Lokopio Hills Technical Institute** (Yumbe District). Due to budget limitations vis-à-vis the actual project costs, the original scope under Phase I was considerably reduced during project implementation. This project phase was officially closed on 30th June 2016.

1.2 On-going Phase II of the VE Project

In July 2017, Government secured a further long-term Loan from OFID to the tune of **US\$ 14.3 million**, to finance a Phase II of the VE Project, aimed at providing those priority buildings, equipment and external works that were excluded from Phase I. Government is providing counterpart funding worth **US\$ 2.4 million**. The Project Executing Agency is the Ministry of Education and Sports (MOES), through its relevant departments. The Ministry's joint Projects Coordination Unit (PCU) for the IsDB, OFID & Arab-funded Projects, is handling the day-to-day planning, coordination and management of the project activities. Similar to Phase I, the overall aim of Project Phase II is to support key education sector priorities included in the National Development Plan (NDP II) and the related Education Sector Strategic Plan (ESSP II), focusing on expanded and equitable access to quality Business, Technical and Vocational Education and Training (BTVET). In so doing, the project shall promote national skills training for development and poverty eradication, while contributing to the overall efforts of Government to address the increasing demand for alternative further education opportunities, from outputs of Universal Primary Education (UPE), Universal Secondary Education (USE) and Universal Post O-Level Education & Training (UPOLET).

2 CONSULTANCY BACKGROUND

2.1 Over the first three years of operation (2016 to 2018) of the nine technical institutes established under Phase I of the VE Project, the Ministry observed that effective Training of Trainers (TOT) was a key missing link to full success. The user training provided by contracted equipment supply contractors focused on the operational modalities, yet most tutors/instructors lacked adequate knowledge and practical skills on pedagogical use of the equipment. The overall scope of skills training areas across the eight beneficiary institutes of Project Phase II includes: **(1) Welding & Fabrication, (2) Electrical Installation & Fitting, (3) Building Construction, (4) Automotive Mechanics, (5) Plumbing, (6) Agriculture, (7) Hotel Management & Institutional Catering, (8) Fashion & Garment Design, and (9) Refrigeration & Air Conditioning**. The identified scope of institutional management and governance capacity building areas includes: **(1) Entrepreneurship, Strategy & Income Generation, (2) Facilities Management & Maintenance, (3) Management Information Systems, (4) Procurement Planning & Management, (5) Staff Performance Management (6) Industrial Training Management and (7) Institutional Board Effectiveness**.

2.2 The objective of the consultancy services described in these TOR is therefore to provide competent skills and management capacity upgrading services for the eight beneficiary technical institutes. The overall aim is to upgrade the capacities of instructors, tutors and managers of the eight TIs, to effectively undertake their critical roles in support of the Skilling Uganda Programme.

The services are to be provided within the project time frame and consistent with accepted TVET, engineering and environmental standards and practices, to the satisfaction of both Government and OFID. Given the diversity of TVET pedagogical areas, related supplies/equipment and management areas, the Institutional Capacity Consultant (ICC) shall field an associate team of relevant regional experts with the capacity to provide pre and post-installation support.

- 2.3 The ICC is required to have knowledge and experience in **Climate-responsive, Energy efficient and Sustainable TVET equipment specifications**, in line with the Sustainable Development Goals (SDGs) to which Uganda is a signatory (*dubbed 'Transforming our World: the 2030 agenda for Sustainable Development'*), which are geared towards achieving an environmentally sustainable and socially inclusive World by 2030. The key elements include: ¹**Participatory Design** (*i.e. best involvement of key stakeholders including final beneficiaries for good project ownership and acceptance*), ²**Energy Efficient Design** (*for low overall energy utilization, vis-à-vis required functional performance*), ³**Materials Use** (*technically appropriate, healthy and safe for Uganda's tropical conditions*), ⁴**Costs/Benefits** (*optimum value-engineered balance between the initial and through-life costs to achieve overall affordability*), ⁵**Comfortable and Conducive Design** (*appropriate for healthy and safe use*) ⁶**Environment and Ecosystem** (*for harmony with the broader environment/ecosystem of the World, including reduced carbon emissions into the atmosphere*).
- 2.4 In carrying out the assignment, the ICC is expected to work in close liaison with the separately procured Infrastructure-Related Consultant (IRC) team, the Ministry of Education and Sports (*including the Accounting Authority, PCU, BTVET Department, CMU, PDU & TSC*), representatives of the beneficiary institutes and any other key stakeholders, to facilitate necessary and vital coordination, technical liaison and synergy between the key project stakeholders.
- 2.5 The TOR leaves ample room for the Consultant's creativity/innovations in determining the most appropriate approach and methodology to be applied in achieving the consultancy objectives.

3 DETAILED SCOPE OF CONSULTANCY SERVICES REQUIRED

The scope of consultancy services will be as outlined below.

3.1 Part 1: Detailed Preparation

A. Curriculum, related equipment, tools and training material studies:

1. Desk studies of the curricula for the nine core skills training areas, with relevant reference to various international standards, to establish the pertinent requirements for competence based training in Uganda, including equipment, tools and learning materials (*inter alia workshop equipment/tools, related ICT & audio-visual aids and textbooks*).
2. Study and develop appropriate training content for the six institutional management areas.

B. Staff Training and Equipment Needs Assessment and Training Plan:

3. Conduct comprehensive visits to each TI, to inspect all existing training equipment, tools and learning materials, and assess the recommended staff members for skills upgrading, including Recognition of Prior Learning (RPL). The aim is to establish the gaps in existing supplies/equipment and staff trainee capacity.
4. Accordingly prepare a detailed Training Needs Assessment report and Training Plan.

C. Advice on Procurement & Contract Management for Supplies/Equipment:

5. Provide advice to the Ministry and IRC on final lists and related technical specifications, for the procurement of the new and maintenance of the existing supplies/equipment, with due consideration for climate-responsiveness, energy-efficiency and sustainability.
6. Advise the Ministry and IRC on the existing and proposed TVET workshop layouts, plus relevant requirements for equipment delivery, placement, necessary transfer, installations and operation, including implications on structural components for workshop buildings.
7. Provide relevant technical support to the Ministry and IRC during the procurement and contract management processes for the new and existing supplies/equipment.

3.2 Part 2: Skills Up-grading, Training & Technical Support:

1. Conduct joint/group training sessions for participants on each skills training and institutional management area at suitable national venues, i.e. those that have the required training equipment and training/accommodation facilities (*the second and third sessions should be after the newly delivered and installed equipment is ready for use*).
2. Carry out support supervision/coaching visits to each institute to follow up and check the actual practice of the above skills training and management learning (*other staff that may not be part of the joint trainings should be incorporated in these institute-based sessions; the second and third sessions should be after the newly delivered and installed equipment is ready for use*).
3. Conduct joint/group industrial/workplace tours to suitable venues, per skills training and institutional management area, to promote relevant exposure of staff trainees (*the second visits should be after the newly delivered and installed equipment is ready for use*).
4. Provide contract management support to the IRC for all the TVET supplies/equipment, including pre-delivery inspections, verification of specifications, quantities & placements, site installation, testing & commissioning and end-user training.
5. Develop 5-year operation & maintenance plan for the existing and new TVET supplies/equipment, in a participatory manner including the IRC, end-users and other stakeholders, including advice on income generation strategies.
6. Participate in the technical handover of supplies/equipment, including verification and preparation of snag list(s). Also provide post-installation technical support to ensure optimum operationalization, including relevant trouble-shooting and maintenance.

3.3 Guidance on Trainee Numbers:

| Scope of Training Areas <i>Total no. of core training areas</i> | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Total trainees |
|--|--------|---------|-----------|--------|---------|--------|--------------|---------------|----------------|
| | Ogolai | Buhimba | Nawanyago | Lwengo | Sasiira | Basoga | Kilak Corner | Lokopio Hills | |
| SKILLS CAPACITY BUILDING | | | | | | | | | |
| Skills Upgrading | | | | | | | | | 126 |
| 1 Welding & Fabrication | 3 | 3 | 3 | 3 | 3 | | 3 | 3 | 21 |
| 2 Electrical Installation & Fitting | 3 | 3 | | 3 | | 3 | | | 12 |
| 3 Building Construction | 3 | 3 | 3 | | 3 | 3 | 3 | 3 | 21 |
| 4 Automotive Mechanics | 3 | 3 | | | 3 | 3 | 3 | | 15 |
| 5 Plumbing | 3 | 3 | 3 | | | 3 | | | 12 |
| 6 Agriculture | | 3 | 3 | 3 | | | 3 | 3 | 15 |
| 7 Hotel Management & Institutional Catering | | | 3 | 3 | | 3 | | | 9 |
| 8 Fashion & Garment Design | 3 | 3 | 3 | 3 | | 3 | | 3 | 18 |
| 9 Refrigeration & Air Conditioning | 3 | | | | | | | | 3 |
| Sub-total for Instructors to be trained | 21 | 21 | 18 | 15 | 9 | 18 | 12 | 12 | |
| INSTITUTIONAL MANAGEMENT CAPACITY BUILDING | | | | | | | | | |
| Improved Sustainability | | | | | | | | | 144 |
| 1 Entrepreneurship, Strategy & Income Generation | 11 | 10 | 10 | 8 | 7 | 10 | 8 | 8 | 72 |
| 2 Facilities Management & Maintenance | 11 | 10 | 10 | 8 | 7 | 10 | 8 | 8 | 72 |
| Improved Systems and Knowledge Management | | | | | | | | | 96 |
| 3 Management Information Systems (M&E) | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 24 |
| 4 Procurement Planning & Management | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 24 |
| 5 Staff Performance Management | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 24 |
| 6 Industrial Training Management | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 24 |
| Improved Governance | | | | | | | | | |
| 7 Institutional Board Effectiveness | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 112 |
| Sub-total for managers to be trained | 48 | 46 | 46 | 42 | 40 | 46 | 42 | 42 | |
| Total person trainings | | | | | | | | | 478 |

3.4 Guidance on Expert Time Inputs (man-days):

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|--|-----------------------|-----------------------------------|-----------------------|----------------------|----------|-------------|---|--------------------------|----------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|------------------------------|--|------------------------------|
| <i>No. of TIs Offering Course</i> | 7 | 4 | 7 | 5 | 4 | 5 | 3 | 6 | 1 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| | Welding & Fabrication | Electrical Installation & Fitting | Building Construction | Automotive Mechanics | Plumbing | Agriculture | Hotel Management & Institutional Catering | Fashion & Garment Design | Refrigeration & Air Conditioning | Entrepreneurship, Strategy & Income | Facilities Management & Maintenance | Management Information System (M&E) | Procurement Planning & Management | Staff Performance Management | Industrial Relations & Training Management | Institutional Board Capacity |
| PART-1: DETAILED PREP | | | | | | | | | | | | | | | | |
| 1 Curriculum, Equipment, Tools & Materials Studies | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| 2 Staff Training & Equipment Needs & Training Plan | 17 | 11 | 17 | 13 | 11 | 13 | 9 | 15 | 5 | | | | | | | |
| 3 Advice on Procurement & Contract Management for Supplies/Equipment | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | | | | | | |
| PART-2: SKILLS UPGRADING, ETC | | | | | | | | | | | | | | | | |
| 4 Joint Training Sessions | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 5 | 3 | 3 | 3 | 3 | 3 | 3 |
| 5 Support Supervision/Coaching/ other Technical Support | 63 | 36 | 63 | 45 | 36 | 45 | 27 | 54 | 9 | 16 | 16 | 16 | 16 | 16 | 16 | 16 |
| 6 Industrial/Work place Visits | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |

Notes:

1. 7 man-days per skillstraining area and 3 man-days per management area.
2. 2 man-days per relevant institute, plus 3 man-days in office.
3. 7 man-days per skills training area.
4. 3 no 12 day sessionsperskillstraining area& 1 no, 5 or 3 man-days for each management training area.
5. 3 no 3-dayvisits per relevant institute per skills training area; 2 no 1-day visits per institute per management training area.
6. 2 no 3-day visits per skills training area; 2 no 3-day visits per management training area

4 DESCRIPTION OF FACILITIES AT THE BENEFICIARY INSTITUTES

4.1 Ogolai Technical Institute, Amuria District

This institute is located 12 km from Amuria District HQ, near Ogolai Trading Centre (*about 60km from Soroti Municipality*).The training courses introduced under Project Phase I were the **National Certificates in Electrical Installation Systems & Maintenance (NCEIS)**, **Welding and Fabrication (NCWF)** and **Building Construction (NCBC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCEIS & NCWF*)and one single-level open Workshop block (*for NCBC*). The scope of training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment.

Since operational commencement, the institute has introduced new National Certificate courses in Automotive Mechanics (NCAM), Plumbing (NCP), Fashion & Garment Design (NCFGD) and Refrigeration & Air Conditioning (NCRAC; *new equipment was given by UNIDO*). **Under Phase II, the equipment priorities of Ogolai TI include key additional items for existing courses (*inter alia new lathe, shaping & universal milling machines and hand tools for NCWF*) and the new workshops for NCAM and NCRAC, as well as maintenance of all existing equipment.**

4.2 Buhimba Technical Institute, Kikube District

This institute is located 20 km South of Hoima Town, off Hoima-Kyenjojo Road in the new Kikube District (*recently carved out of Hoima District*). The training courses introduced under Project Phase I were the **National Certificates in Agriculture (NCA), Welding and Fabrication (NCWF) and Building Construction (NCBC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCA & NCWF*) and one single-level open Workshop block (*for NCBC*). The scope of training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment. Since operational commencement, the institute has introduced new National Certificate courses in Automotive Mechanics (NCAM), Plumbing (NCP), Electrical Installation Systems and Maintenance (NCEIS) and Fashion & Garment Design (NCFGD), plus non-formal courses in Tailoring & Hairdressing. **Under Phase II, the equipment priorities of Buhimba TI include key additional items for the existing courses (*inter alia new lathe, shaping & universal milling machines and hand tools for NCWF*), as well as maintenance of all existing equipment.**

4.3 Nawanyago Technical Institute, Kamuli District

This institute is located at Nawanyago Trading Centre, 50km from Jinja along Jinja-Kamuli road (*behind Nawanyago Sub-county HQ*). The training courses introduced under Phase I were the **National Certificates in Plumbing (NCP), Welding & Fabrication (NCWF) and Building Construction (NCBC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCP & NCWF*) and one single-level open Workshop block (*for NCBC*). The training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment. Since commencement, the institute has introduced new National Certificate courses in Fashion & Garment Design (NCFGD), Cosmetology & Body Therapy (NCCBT) and Hotel Management & Institutional Catering (NCHC), within the same premises. **Under Phase II, the training equipment priorities at Nawanyago TI, include key additional items for the existing courses (*inter alia new lathe, shaping & universal milling machines and hand tools for NCWF*), as well as maintenance of all existing equipment.**

4.4 Lwengo Technical Institute

This institute is located near Lwengo Trading Centre (*adjacent to the Sub-county HQ, Government Prison, Health Centre IV and NRM war memorial monument*), about 6km off from Mbirizi Town, which is along the Masaka-Mbarara highway. The training courses introduced under Project Phase I were the **National Certificates in Electrical Systems & Maintenance (NCES), Fashion & Garment Design (NCFGD) and Hotel Management & Institutional Catering (NCHC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCES and NCFGD/NCHC*). The training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment. Since operational commencement, the institute has introduced new National Certificate courses in Automotive Mechanics (NCAM) all within the same premises. **Under Phase II, the scope of training equipment priorities of Lwengo TI, include key additional items for the existing courses and proposed workshops for NCBC & NCAM, as well as maintenance of all existing equipment.**

4.5 Sasiira Technical Institute, Nakasongola District

This technical institute is located at Sasiira Trading Centre, about 150m off from the Kampala-Gulu Highway (*next to Sasiira Primary School*). The training courses introduced under Project Phase I were the **National Certificates in Automotive Mechanics (NCAM), Welding and Fabrication (NCWF) and Building Construction (NCBC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCAM & NCWF*) and one single-level open Workshop block (*for NCBC*). The training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment.

Since operational commencement, the institute has introduced new non-formal courses, in Hairdressing, Tailoring and Computer applications. **Under Phase II, the scope of training equipment priorities of Sasiira TI, include key additional items for the existing courses (*inter alia new lathe, shaping & universal milling machines and hand tools for NCWF*), as well as maintenance of all existing equipment.**

4.6 Basoga Nsadhu Memorial Technical Institute, Namutumba District

This institute is located near Namutumba District HQ (*behind Kayiti Prison, about 1 km from Busembatia Town along Tirinyi Road*). The training courses introduced under Project Phase I were the **National Certificates in Automotive Mechanics (NCAM), Fashion & Garment Design (NCFGD) and Hotel Management & Institutional Catering (NCHC)**. Related practical training facilities provided under Phase I included two single-level Workshop blocks (*for NCAM and NCFGD/NCHC*). The training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment. Since operational commencement, the institute has introduced new National Certificate courses in Building Construction (NCBC), Electrical Installation Systems & Maintenance (NCEIS) and Plumbing (NCP) within the same premises. **Under Phase II the scope of training equipment priorities for Basoga Nsadhu MTI, include key additional items for the existing courses and proposed workshops for NCBC & NCWF, as well as maintenance of all existing equipment.**

4.7 Kilak Corner Technical Institute, Pader District

This institute is located 150 metres from Kilak Corner Trading Centre along Lira-Pader Road (*about 100km from Lira Municipality*). The training courses introduced under Project Phase I were the **National Certificates in Electrical Installation Systems & Maintenance (NCEIS), Welding and Fabrication (NCWF) and Building Construction (NCBC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCEIS & NCWF*) and one single-level open Workshop block (*for NCBC*). The training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment. Since operational commencement, the institute has introduced new National Certificate courses in Automotive Mechanics (NCAM, *but with low enrolment*). **Under Project Phase II, the training equipment priorities of Kilak Corner TI, include key additional items & end-user training for the existing courses (*inter alia new lathe, shaping & universal milling machines and hand tools for NCWF*), as well as maintenance of all existing equipment.**

4.8 Lokopio Hills Technical Institute, Yumbe District

This institute is located 9km from Yumbe Town, along Yumbe- Moyo Road (*opposite Romogi Seed Secondary School*). The training courses introduced under Project Phase I were the **National Certificates in Agriculture (NCA), Welding and Fabrication (NCWF) and Building Construction (NCBC)**. Related practical training facilities provided under Phase I included one single-level twin Workshops block (*for NCA & NCWF*) and one single-level open Workshop block (*for NCBC*). The training supplies and equipment provided, included priority Textbooks, Furniture, ICT & Workshop Equipment. Since operational commencement, the institute has introduced the National Certificate course in Fashion & Garment Design (NCFGD). **Under Project Phase II, the scope of training equipment priorities of Lokopio Hills TI, include key additional items for the existing courses (*inter alia new lathe, shaping & universal milling machines and hand tools for NCWF*), as well as maintenance of existing equipment.**

4.9 Budget Breakdown

The available funds for supplies/equipment under the Loan Agreement for Project Phase II is **US\$ 2,630,000 for Workshop/ICT equipment, audio-visual aids, textbooks, furniture and any other learning materials (100% from OFID)**. The competitive procurement process using the OFID Procurement Guidelines will determine the actual costs for the required TVET supplies/equipment.

5 EXPECTED OUTPUTS AND INDICATIVE IMPLEMENTATION SCHEDULE

The Consultant will prepare and submit specific stage reports and documents to the satisfaction of the GOU and OFID. The content of reports will be guided by the detailed scope shown under Item 3 and be in the English Language. The metric system will be used and the British standard codes applied. The consultant will have sole responsibility for the analyses and credibility of all information gathered and conclusions presented in the reports. The consultant will take into account all comments from the Employer parties regarding each stage submission and modify submitted reports accordingly. The table below provides overall guidance on the expected key outputs and overall time frame for completion of each stage, over an overall period of **24 months**.

| Activity | Key Output | Calendar Months |
|---------------|---|-----------------|
| PART 1 | Detailed Preparation | 4.0 |
| | <i>Inception Report</i> | 0.5 |
| | <i>Curriculum Analysis Report</i> | 1.0 |
| | <i>Training & Equipment Needs Assessment Report & Training Plan</i> | 1.5 |
| | <i>Detailed Supplies/Equipment Specifications</i> | 1.0 |
| PART 2 | Skills Up-grading, Training & Technical Support | 20.0 |
| | <i>Training Session, Support Supervision and Workplace Visit Reports Operating & Maintenance Plans, Final Completion Report</i> | 20.0 |
| | Total Duration | 24.0 |

Report Copies: Hard submissions: One (1) original and four (4) copies; **all copies to be of the same quality as the original i.e. colour, visibility, page arrangement/orientation, etc).** Digital submissions: One (1) flash disc.

Formats: Unless not possible or requested otherwise, drawings & schedules shall be on A3 paper size. Electronic copies shall be direct to PDF (for drawings & narrative documents) and MS Excel (for bills of quantities).

6 REMUNERATION FOR THE SERVICES

The consultant's remuneration shall fully cover for effective and efficient execution of the assignment as described in their technical and financial proposals, inclusive of the following:

- (a) **Professional fees**, based on realistic man-day inputs and rates (*to include all foreign and local HR, salaries, wages, housing, training, etc in the field and at the Consultant's Main-office; each man-day is considered equivalent to 8 hours of productive work*).
- (b) **Activity-related expenses:** Inclusive of Travel and Transportation by the most appropriate means and route (*international/local, air/road/rail/sea, own/hired/public means, plus related subsistence i.e. per diems/out-of-pocket, for mobilization/execution/deliveries/demobilization*); Office Accommodation & Rent (*including overheads and back-stop support*); Communication Costs (*Internet, telephone, fax, post/courier, etc*); Any required Equipment/Supplies/Consumables (*including cost of purchase, rent or freight*) and Printing/Reproduction of reports, drawings & other documents; Maintenance (*vehicles, office equipment, furniture, etc*); Insurance as required; Surveys & Studies; Material Investigations and Software.

7 CONSULTANT RESPONSIBILITIES

7.1 Staffing Requirements

Given the diversity of skills training areas and the related supplies/equipment, the Consultant shall assemble a well-qualified and experienced team of key experts. The team shall comprise a regional/international Team Leader/Project Manager and one relevant local/regional expert per skills or management training area. Each expert shall have a technical degree or higher diploma in his/her specific discipline, plus relevant work experience as listed below (*in industry, TVET delivery and/or other relevant area*). The Team Leader/Project Manager shall in addition have a good understanding of the BTVET sub-sector in Uganda; excellent communication skills (*written & oral English*), analytical and report writing skills; and access to good local/regional/international TVET networks. Each expert shall have the capacity to provide both pre and post-installation technical support.

| No. | Key expert | Minimum Overall experience | Minimum Related experience |
|-----|---|----------------------------|----------------------------|
| 1. | Team Leader/Project Manager | 15 years | 10 years |
| 2. | Welding & Fabrication Expert | 12 years | 7 years |
| 3. | Electrical Installation & Fitting Expert | 12 years | 7 years |
| 4. | Building Construction Expert | 12 years | 7 years |
| 5. | Automotive Mechanics Expert | 12 years | 7 years |
| 6. | Plumbing Expert | 12 years | 7 years |
| 7. | Agriculture Expert | 12 years | 7 years |
| 8. | Hotel Management & Institutional Catering Expert | 12 years | 7 years |
| 9. | Fashion & Garment Design Expert | 12 years | 7 years |
| 10. | Refrigeration & Air Conditioning Expert | 12 years | 7 years |
| 11. | Entrepreneurship, Strategy & Income Generation Expert | 12 years | 7 years |
| 12. | Facilities Management & Maintenance Expert | 12 years | 7 years |
| 13. | Management Information System (M&E) Expert | 12 years | 7 years |
| 14. | Procurement Planning & Management Expert | 12 years | 7 years |
| 15. | Industrial Training Management Expert | 12 years | 7 years |
| 16. | Institutional Board Capacity Building Expert | 12 years | 7 years |

7.2 Study and Documentation

The consultant will be responsible for all preliminary and detailed technical investigations and the preparation of all other essential documents for conducting the assignment. The consultant has sole responsibility for analyses of all information gathered and conclusions made thereof.

7.3 Logistical Support

The Employer will take care of transportation and per diem costs of the trainees during this activity.

No facilities or resources will be supplied by the Employer for the consultant.

9. EMPLOYER'S RESPONSIBILITIES

9.1 Assistance with Information, Approvals and Permits

The Employer shall assist with the required contacts and access to relevant information essential to the proper implementation of the consultancy. Where necessary and possible, the Employer will provide or assist the Consultant to obtain relevant documentation that is required to carry out the duties expeditiously. In case of foreign consultants requiring work permits, MOES will assist with such processes by introducing such consultants to the relevant Government authorities.

| |
|--|
| SECTION 6: STANDARD FORMS OF CONTRACT |
|--|

CONTRACT TITLE.: _____

CONTRACT REFERENCE NO.: _____

THIS AGREEMENT (hereinafter called the “Contract”) made on the *[insert day, date]* of *[insert month]*, *[insert year]*, between the Ministry of Education and Sports, P. O. Box 7063, Kampala, Uganda (hereinafter called the Employer) on the one part, and Messrs *[full legal name and address of Consultant]* (hereinafter called the “Consultant”) on the other part.

[Note: If the Consultant consists of more than one entity, the following shall be used]

THIS AGREEMENT (hereinafter called the “Contract”) is made on the *[insert day, date]* of *[insert month]*, *[insert year]*, between Ministry of Education and Sports, P. O. Box 7063, Kampala, Uganda (hereinafter called the Employer), on the one part, and *[insert full name and address of Consultant]* (hereinafter called the “Consultant”) in *Joint Venture/Consortium/Association* (*delete whatever is not applicable*) with *[list names and addresses of each entity]*, on the other part, each of which will be jointly and severally liable to the Employer for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

PREAMBLE:

WHEREAS,

- (b) The Employer is desirous that certain services should be executed by the Consultant, viz equipment specification, installation supervision and user-training consultancy services for the expansion and supplementary equipping of eight technical institutes (hereinafter called the “Services”).
- (b) The Consultant has confirmed to the Employer that they possess the necessary professional skills, competence and capability to render the Services required under this Contract, has submitted a proposal to the Employer for carrying out the Services and has agreed to provide the services on the terms and conditions set forth in this Contract.
- (c) The Employer has accepted the aforesaid proposal of the Consultant, subject to such modifications as reflected in this Contract and the Appendices thereto.
- (d) The Employer has received a Loan from the OPEC Fund for International Development (hereinafter called the “Fund”) towards the cost of the Services and intends to apply part of the proceeds of this Loan to eligible payments under this Contract, it being understood that (i) payments by the Fund will be made only at request of the Employer and upon approval by the Fund, (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the Loan, and (iii) no party other than the Employer shall derive any rights from the agreement providing for the Loan or have any claim to the Loan proceeds.

NOW THEREFORE, the Parties hereto have agreed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, and the priority of the documents shall be as follows:
 - (a) the Letter of Acceptance;
 - (b) the said Bid and Annex to Bid;
 - (c) the Conditions of Contract (Part II);
 - (d) the Conditions of Contract (Part I);
 - (e) the Annexes to the Contract, namely;
 - Annex I: Terms of Reference;
 - Annex II: Consultant's key Personnel;
 - Annex III: Work Programme and Time Schedule;
 - Annex IV: Price Breakdown;
 - Annex V: Model of Advance Payment Guarantee
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to perform the Services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the performance of the Services, the Contract Price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed therein.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of Uganda as signed by their duly authorized representatives on the day, month and year first before written:

| | |
|--|--|
| Read and Accepted: FOR THE CONSULTANT: (Name of consultant) | |
| Name: | |
| Position: | |
| Signature &Common Seal: | |
| Date: | |

| | |
|--|--|
| Read and Agreed: FOR THE SUPERVISOR: MINISTRY OF EDUCATION & SPORTS | |
| Name: | |
| Position: | |
| Signature &Common Seal: | |
| Date: | |

| | |
|--|--|
| In the presence of (witness) | |
| Name: | |
| Position: | |
| Signature &Common Seal: | |
| Date: | |

| | |
|--|--|
| In the presence of (witness) | |
| Name: | |
| Position: | |
| Signature &Common Seal: | |
| Date: | |

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories]:

CONDITIONS OF CONTRACT

**(PART II)
SPECIAL CONDITIONS OF CONTRACT**

The Special Conditions clarify and where necessary, supplement the General Conditions and are numbered according to the articles of the General Conditions (Part V).

| GCC Clause Reference | “Amendments of” and “Supplements to” Clauses in the GCC |
|----------------------|--|
| 1.1 (a) | The words “in the Government’s Country” are amended to read “ in Uganda ” |
| 1.2 | The law governing the Contract is the Law of the Republic of Uganda |
| 1.3 | The Language is English |
| 1.4 | <p>The addresses for notices are:</p> <p>Employer's Address:</p> <p style="text-align: center;">The Permanent Secretary, Ministry of Education and Sports, Floor 8, Embassy House, King George VI Way P.O. Box 7063, Kampala (Uganda) Tel: +256-41-4-234451/4; Fax: +256-41-4-234920</p> <p>Consultant’s Address: <i><insert address></i></p> |
| 1.6 | <p>The authorized representatives are:</p> <p>For the Employer:</p> <p style="text-align: center;">The Projects Coordinator, IsDB, OFID & Arab-funded Projects, Ministry of Education and Sports, Legacy Towers, Block A; 5 Kyadondo Road, P.O. Box 7063, Kampala (Uganda) Tel: +256-41-4-581212/3; Email: janeegau@yahoo.com</p> <p>For the Consultant: (same as in Clause 1.4 above)</p> |
| 1.7 | Under the Loan Agreement, all applicable taxes and duties related to the Fund’s financing of the Project shall be borne by the Borrower. |

| GCC Clause Reference | “Amendments of” and “Supplements to” Clauses in the GCC |
|----------------------|--|
| 2.1 | The date on which Contract shall come into effect is: on date of signature |
| 2.2 | The date for commencement of services is: on date of contract signature |
| 2.3 | The period of Expiration of the Contract shall be 24 calendar months or such other period as the parties may agree in writing. |
| 3.2.1 | Furthermore, if the Consultant, as part of the services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with all applicable procurement guidelines of the Bank, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer. |
| 3.2.3 | For a period of two years after the expiration of this Contract, the Consultant shall not engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Employer under this Contract, nor shall they engage in the activity of an advisor (directly or indirectly) of potential purchasers of such assets. |
| 3.4 | The risks and coverage shall be: (i) Third party motor vehicle (ii) Third party liability (iii) Employer’s liability and workers’ compensation (iv) Professional liability (v) Loss of damage to equipment and property. |
| 3.7 | The other conditions are: Neither party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party. |
| 6.2 (a) | The amount in foreign currency is: |
| 6.2 (b) | The amount in local currency is: |

| GCC Clause Reference | “Amendments of” and “Supplements to” Clauses in the GCC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------|--|-----------------|--|---------------|--|-----------------|--|-------|--|-----------------|--|---------------|--|-----------------|--|-------------------------------|-----------|---|------------|---|-----------|---|------------|------------------------------|-----------|--|------------|-----------------------------|-----------|---|------------|---------------------------------|------------|-----------------------------|------------|
| 6.4 | <p>The accounts are:</p> <p>For foreign currency:</p> <table border="1" data-bbox="443 416 1382 600"> <tr> <td>Bank:</td> <td></td> </tr> <tr> <td>Branch/Address:</td> <td></td> </tr> <tr> <td>Account Name:</td> <td></td> </tr> <tr> <td>Account Number:</td> <td></td> </tr> </table> <p>For local currency:</p> <table border="1" data-bbox="443 663 1382 846"> <tr> <td>Bank:</td> <td></td> </tr> <tr> <td>Branch/Address:</td> <td></td> </tr> <tr> <td>Account Name:</td> <td></td> </tr> <tr> <td>Account Number:</td> <td></td> </tr> </table> <p>Payments shall be made according to the following approvals schedule.</p> <p>Part 1: (25%)</p> <table data-bbox="379 965 1382 1093"> <tr> <td>1. Curriculum Analysis Report</td> <td style="text-align: right;">5%</td> </tr> <tr> <td>2. Needs Assessment Report& Training Plan</td> <td style="text-align: right;">15%</td> </tr> <tr> <td>3. Detailed Supplies/Equipment Specifications</td> <td style="text-align: right;">5%</td> </tr> </table> <p>Phase 2: (75%)</p> <table data-bbox="379 1178 1382 1480"> <tr> <td>4. Training Cycle Report-1(<i>joint session & support visits</i>)</td> <td style="text-align: right;">15%</td> </tr> <tr> <td>5. Workplace Visits Report-1</td> <td style="text-align: right;">5%</td> </tr> <tr> <td>6. Training Cycle Report-2 (<i>joint session & support visits</i>)</td> <td style="text-align: right;">15%</td> </tr> <tr> <td>7. Workplace Visit Report-2</td> <td style="text-align: right;">5%</td> </tr> <tr> <td>8. Training Cycle Report-3 (<i>joint session & support visit</i>)</td> <td style="text-align: right;">15%</td> </tr> <tr> <td>9. Operation & Maintenance Plan</td> <td style="text-align: right;">10%</td> </tr> <tr> <td>10. Final Completion Report</td> <td style="text-align: right;">10%</td> </tr> </table> | Bank: | | Branch/Address: | | Account Name: | | Account Number: | | Bank: | | Branch/Address: | | Account Name: | | Account Number: | | 1. Curriculum Analysis Report | 5% | 2. Needs Assessment Report& Training Plan | 15% | 3. Detailed Supplies/Equipment Specifications | 5% | 4. Training Cycle Report-1(<i>joint session & support visits</i>) | 15% | 5. Workplace Visits Report-1 | 5% | 6. Training Cycle Report-2 (<i>joint session & support visits</i>) | 15% | 7. Workplace Visit Report-2 | 5% | 8. Training Cycle Report-3 (<i>joint session & support visit</i>) | 15% | 9. Operation & Maintenance Plan | 10% | 10. Final Completion Report | 10% |
| Bank: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Branch/Address: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Name: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Number: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Branch/Address: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Name: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Number: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Curriculum Analysis Report | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Needs Assessment Report& Training Plan | 15% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Detailed Supplies/Equipment Specifications | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Training Cycle Report-1(<i>joint session & support visits</i>) | 15% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Workplace Visits Report-1 | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Training Cycle Report-2 (<i>joint session & support visits</i>) | 15% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Workplace Visit Report-2 | 5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Training Cycle Report-3 (<i>joint session & support visit</i>) | 15% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Operation & Maintenance Plan | 10% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. Final Completion Report | 10% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.5 | All payments (including the final) shall be made within 90 days of receipt of each invoice and satisfactory relevant documents as specified in Clause 6.4. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.2 | Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, that cannot be solved amicably, shall be settled by arbitration or where necessary litigation, in accordance with the Arbitration Rules or Laws of the Republic of Uganda. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| CONDITIONS OF CONTRACT |
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(PART I)
GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings.

- a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country [or in such other country as may be specified in the Special Conditions of Contract (SCC)], as they may be issued and in force from time to time;
- b) “Fund” means OPEC Fund for International Development (OFID);
- c) “Employer” means the party named in the Agreement, who employs the Consultant, and legal successors to the Employer and permitted assignees.
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed contract;
- e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) “Consultant” means the party named in the Agreement, who is employed as an independent professional firm by the Employer to perform the Services, and legal successors to the Consultant and permitted assignees.
- g) “Foreign currency” means any currency other than the currency of Government;
- h) “GCC” means General Conditions of Contract;
- i) “Government” means the Government of the Employer’s country;
- j) “Local currency” means the currency of the Government.
- k) “Member”, in case the Consultant consist of a joint venture of more than one entity, means any of these entities; “Members” means any of these entities, and “Member in charge” means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Employer under this Contract;
- l) “Party” means the Employer or Consultant, as the case may be, and “Parties” means both of them.
- m) “Project” means the project named in the SCC for which the Works are to be provided.
- n) “Services” means the services to be performed by the Consultant in accordance with the Agreement and comprise Normal Services, Additional Services and Exceptional Services.
- o) “Works” means the permanent works to be executed (including the goods and equipment to be supplied to the Employer) for the achievement of the Project.

1.2 Law Governing the Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language:

This Contract shall be executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Contract.

1.4 Notices:

Any notice or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.5 Location:

The services shall be performed at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by either of the Parties may be taken or executed by officials specified in the SCC.

1.7 Taxes and duties:

Unless otherwise specified in the SCC, the Consultant and its personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been concluded in the Contract Price.

1.8 Conflict of interest/Corruption and Fraud

Notwithstanding any penalties that may be enforced against the Consultant under the law of the country of the project, or of other jurisdictions, the Employer will be entitled to terminate the Agreement in accordance with Clause 2.5.1 and the Consultant shall be deemed to have breached Clause 3.2.1, if it is shown that the Consultant is guilty of:

- a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- b) mis-representation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

The Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.

2.2 Commencement of Services

The Services shall be commenced at the times or within the periods stated in the SCC subject to extensions in accordance with the Agreement.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall be terminated at the end of such period after the Effective Date as is specified in the SCC.

2.4 Modification

Modifications of the terms and conditions of this Contract, including any modification of the scope of services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank has been obtained.

2.5 Termination

2.5.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any events specified in the paragraphs (a) through (c) of this Clause 2.5.1 and sixty (60) days in the case of the event referred to in (d):

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Employer, in its sole discretion, decides to terminate the Contract.

2.5.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Employer. Such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.2.

- a) If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- b) If, as the result of Force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon termination:

Upon termination of this Contract pursuant to Clauses 2.5.1 and 2.5.2, the Employer shall make the following payments to the Consultant:

- a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination
- b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependants.

2.6 Force Majeure

2.6.1 Definition

For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.4 Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the Consultant shall be entitled to be continued to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

3. OBLIGATIONS OF THE CONSULTANT

3.1 Duty of Care and Exercise of Authority

The Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices, shall observe sound management practices and shall employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Consultants or third parties.

Where the Services include the exercise of powers or performance of duties authorized or required by the terms of a contract between the Employer and any third party, the Consultant shall:

- (a) act in accordance with the contract provided that the details of such powers and duties are acceptable to him where they are not described in Appendix A.
- (b) if authorized to certify, decide or exercise discretion, do so fairly between the Employer and third party not as an arbitrator but as an independent professional acts by his skill and judgment.
- (d) if so authorized vary the obligations of any third party, subject to obtaining the prior approval of the Employer to any variation which can have an important effect on costs or quality or time (except in any emergency when the Consultant shall inform the Employer as soon as practicable).

3.2 Conflict of Interest

3.2.1 Consultants not to benefit from Commissions, Discounts, etc

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's role remuneration in connection with this Contract or the Services. The Consultant shall not accept for its own benefits, any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract., The Consultant shall use its best efforts to ensure that the Personnel, any Sub-consultants and agents or either of them similarly shall not receive any such additional remuneration.

3.2.2 Consultant and Affiliates Not To Be otherwise Interested in the Project

The Consultant agree that, during the term of the Contract and after its termination, the Consultant and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor their Sub-consultants or the Personnel shall engage either directly or indirectly in any of the following activities:

- a) During the term of this Contract, any business or professional activities in the Government's Country which would conflict with the activities assigned to them under this Contract; or
- b) After the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Consultant, its Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's Business or operations without the prior written consent of the Employer.

3.4 Insurance to be taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain at their (or the Sub-Consultants as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks and for the coverage as shall be specified in the SCC, and (b) at the Employer's request shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants Actions requiring Employer's prior Approval

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any of the services
- b) Appointing such members of the personnel not listed by name under the Contract provisions or annexes.
- c) Any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Employer shall submit to the Employer the reports and documents specified in the Terms of Reference in the form, in the numbers, and within the periods set forth in the said section.

3.7 Documents Prepared by Consultant to be Property of the Employer

All plans, drawings, specifications, designs, reports and documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Employer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about future use of these documents, is any, shall be specified in the SCC.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the Consultant's Key Personnel are described in Appendix A. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix A are approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Consultant with such assistance and exemption as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Consultant the services and facilities listed under the terms of reference.

6. PAYMENTS

6.1 Payment to the Consultant

The Employer shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Appendix C, and shall pay for Additional Services at rates and prices which are given in or based on those in Appendix C so far as they are applicable, but otherwise as are agreed in accordance with Clause 2.3.

The consultant's total remuneration shall not exceed the Contract Price. Remuneration of the Personnel shall be determined on the basis of actual time spent by such Personnel in the performance of the Services after the date determined in accordance with GCC Clause 2.2 and SCC Clause 2.2. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price/Currency of Payment

- a) The price payable in foreign currency is set forth in the SCC.
- b) The price payable in local currency is set forth in the SCC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, the breakdown of the Unit Rate provided in Appendix C will be employed.

6.4 Terms and conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, payments shall be made after the conditions listed in the SCC for such payment have been met and the Consultant has submitted an invoice to the Employer specifying the amount due.

6.5 Time for Payment

- a) Amounts due to the Consultant shall be paid promptly.
- b) If the Consultant does not receive payment within the time stated in the Special Conditions he shall be paid Agreed Compensation at the rate defined in the Special Conditions compounded monthly on the sum overdue and in its currency reckoned from the due date for payment of the invoice. Such Agreed Compensation shall not affect the rights of the Consultant stated in Clause 7.2

6.6 Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Employer, the Employer shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice. The Special Conditions shall specify implications of all contested amounts which are finally determined to have been payable to the Consultant.

6.7 Independent Audit

The Consultant shall maintain up-to-date records which clearly identify relevant time and expense. Except where the Agreement provides for lump sum payments, not later than twelve months after the completion or termination of the Services, the Employer can at notice of not less than 7 days require that a reputable firm of accountants nominated by him audit any amount claimed by the Consultant by attending during normal working hours at the office where the records are maintained.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties should use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for Settlement in accordance the provisions specified in the SCC.