**TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR DESIGN UPDATE AND SUPERVISION OF CONSTRUCTION OF UGANDA HOTEL AND TOURISM TRAINING INSTITUTE (UHTTI) PHASE II WORKS COMPRISING OF AN ADMINISTRATION BLOCK, STUDENT INSTRUCTIONAL FACILITIES, MULTIPURPOSE HALL, DORMITORIES, RECREATIONAL FACILITIES AND AN INCINERATOR**

## BACKGROUND

The Government of Uganda has received Additional Financing from the World Bank towards the implementation of the Competitiveness and Enterprise Development Project (CEDP -AF). The Project Development Objective (PDO) is to support measures that facilitate increased private sector investment in the tourism sector and strengthen the effectiveness of the land administration system. The Project comprises three major components; Component 1. Land Administration Reform, Component 2: Tourism Product and Competitiveness Development, and Component 3: Project Implementation. The Project is implemented by ten agencies namely: Private Sector Foundation Uganda (PSFU); Ministry of Lands, Housing and Urban Development (MoLHUD); Judiciary, Office of Administrator General (OAdG); Ministry of Tourism, Wildlife and Antiquities (MoTWA); Uganda Tourism Board (UTB); Uganda Wildlife Authority (UWA); Uganda Wildlife Research and Training Institute (UWRTI), Uganda Wildlife Education Center (UWEC), and the Uganda Hotel and Tourism Training Institute (UHTTI). The overall coordination of the Project however, is entrusted to the PSFU through a Project Coordination Unit (PCU).

Under component 2, the Project seeks to upgrade the most important institution for hospitality and tourism training in Uganda, the **Uganda Hotel and Tourism Training Institute (UHTTI)** that has been operating since the mid 1980’s hosted in the Crested Crane Hotel in Jinja. Major structural equipment upgrades are needed at UHTTI and staff capabilities must be enhanced to be able to produce a sufficient number of graduates with the skills that meet industry demands. The recently completed rapid situational assessment of the tourism sector indicated that developing this institute is a priority. Physical plant conditions at the Institute are deteriorating with some facilities already beyond renovation. CEDP seeks to provide support to UHTTI in addressing this gap between labor force training and supporting infrastructure and equipment required for operation of an international standard training facility.

**Brief on Uganda**

* 1. Uganda is a landlocked country laying astride the Equator, positioned at a road distance of more than from the port of Mombasa at the shores of the Indian Ocean. Uganda is 241,000km2 in area, including 44,000km2 of inland waters. The capital city, Kampala, is by railroad from Mombasa. Uganda is surrounded by 5 countries: Kenya in the east, DR Congo to the west, Sudan to the north, Rwanda and Tanzania to the south.
	2. The main physical relief element in Uganda is a plateau about 372m high, developed from pre-Cambrian age. Regional warping of the plateau in formation of the rift valley system gave rise to shallow basins in which waters of lakes Victoria and Kyoga have gathered and also produced a highland landscape in western Uganda, reaching heights of 1,487m ASL in the Ruwenzoris. In the western rift valleys, the floors of the valleys sit at levels of 185-278m ASL. On the eastern part of the country, Mt. Elgon is 1,318m ASL and consists of volcanic cores.
	3. Annual rainfall for the greater part of Uganda is 193cm. Entebbe town, located 34km south of Kampala, exemplifies the climatic conditions of the Lake Victoria zone, with mean annual rainfall of 380cm in the year, occurring on 170 rain days, and mean annual temperature of 21.7oC with a daily average range of 13-23oC.
	4. The population of Uganda currently is about 43.7million. About 25% of the total population lives in towns, half of whom live in Kampala city, which has a population of over 1.5million residents and 3.5million residents in the Greater Kampala/ The Greater Kampala Metropolitan Area (GKMA). Uganda society is largely rural, with rural densities in the range of 12-100 people/km2. In Uganda, Africans comprise over 99% of the population of peoples of Bantu, Hamitic and Nilotic origins making up over 30 tribes and nationalities.
	5. English is the official medium of communication in Uganda. Swahili is also commonly used on construction sites.
	6. The per capita GDP of Uganda in 2021 was USD 897, growing at a rate of 6.2%. 60% of the GDP is derived from agriculture which contributes 31% of the country’s exports, providing livelihood to about 93% of the population.
	7. **Climate**
		1. Climatic conditions obtaining at the site are warm and humid throughout the year and are generally as follows:

Maximum temperatures : 32oC

Minimum temperatures : 11.3oC

Daily mean temperatures : 16 – 270C

Average temperature range : 9oC

Relative humidity : 37 – 90%

Altitude : 1275m ASL

Latitude : 00o 20’N (To be confirmed)

Longitude : 32o 29’E (To be confirmed)

Rainfall – average annual : 114.3 cm

Rainfall – maximum monthly : 18.0 cm

Sunshine : 6.3 hrs bright sunshine per day, average

 annual

Winds for design : 40 kph

* + 1. The Climate is tropical, generally warm and humid throughout the year. However, wind data needs to be ascertained. Indications of speeds in the neighborhood is 40km/h. Sunshine also needs to be ascertained to assess the orientation and sun shading required.

## PURPOSE

The purpose of this TORS is to source a firm that will undertake review and update of designs and supervise Phase II construction works at the Uganda Hotel and Tourism Training Institute (UHTTI) – situated at Plot 3 Nalufenya Road, Plot 5 Hannington Square, Plots 26-21 and 4,6 & 8 Jackson Crescent, Jinja Municipality, Jinja. The works under Phase II comprise of an Administration Block, Student Instructional Facilities, Multipurpose Hall, Dormitories, Recreation Facilities, and an Incinerator.

.

## PROJECT OBJECTIVE

The Project intends to further advance tourism development in Uganda through improving management, performance to be in a better position through improved planning, coordination, training, promotion, and awareness building to a stronger overall tourism offer. To achieve this, the Project aims to provide Construction Infrastructure facilities for the Hotel and Tourism Training Institute, Jinja.

These improvements in management performance will make the institutions more efficient and provide timely services to the private sector at affordable costs thus increasing private sector investment.

## PROJECT BRIEF

The Government of Uganda through World Bank CEDP project has undertaken to construct and equip new training facilities for the Hotel and Tourism Training institute to facilitate training of Human resource for the Tourism Sector.

The completed new facilities will include;

1. A fully furnished Three (3) star 80-bedroom Training Hotel (having main Reception lobby, Conference room, Administration, Restaurant and kitchen, Bar, Coffee terrace, Support amenities, etc.);
2. Student Demonstration Kitchens and Training Restaurants
3. Laundry block
4. Gate houses
5. Gas and Waste Management Unit
6. External Works – Vehicular Driveways, Parkin lot, Fencing, etc.
7. Electrical Reticulation and Site Works – Transformer, generator and power room equipment, overall site electrical connection
8. Mechanical Reticulation and Site Works – Water Tank and Tank Stand, overall site drainage and water supply
9. Hotel Furniture and Equipment;

and all the, aforementioned facilities are all being implemented under the Phase I of the project/ redevelopment.

Accordingly, the completed new facilities under Phase II will comprise:

1. Administration Block,
2. Student Instructional Facilities,
3. Multipurpose Hall,
4. Dormitories,
5. Recreation Facilities, and
6. an Incinerator

The works contract scope includes architectural, structural and civil works, plus all their associated electro-mechanical installations, and the external and ancillary works.

## GENERAL SCOPE OF THE CONSULTANCY SERVICES

The Consultants will be required to provide construction supervision services [including; architectural, quantity surveying, engineering (civil, structural, mechanical, electrical, ICT, AC), landscaping services, contract management and other services needed to ensure that the construction works are executed efficiently and effectively, and to the specified quality levels.

In carrying out the supervision services, the consultant shall take into account the requirements of the project financing institution, namely the World Bank, and in particular relating to its procurement procedures. The assignment shall entail the following;

1. The Pre-contract Services for Design Update, Design and Tender Documentation including support to the Tendering Process.
2. Overall Supervision and Management of the execution of the Project
3. Supervision of the works under defect Liability Period for 06 Months

## DETAILED SCOPE OF THE CONSULTANCY SERVICES

Implementation shall be carried in two stages as follows:

Stage 1:

Review of existing drawings and update the; detailed Designs, Working drawings, Bill of Quantities and Tender documents. Under this phase, the Consultant will also assist the Client to procure a contractor for the works including evaluation of their bids in accordance with established guidelines and procedure. Services in this phase will be carried out under a Lump Sum Contract.

Stage 2:

Shall involve the Supervision and Management of the contractor during implementation of the works and supply and installation of fittings and fixtures. It shall also include monitoring of the Defects Liability Period. Services in this stage will be carried out under a Time-Based Contract.

Stage 2 of the assignment shall commence upon:

1. Satisfactory performance and successful completion of the Contract for Stage I.
2. Effectiveness of the Civil Works Contract.

**6.1. Stage 1, Detailed Scope of services**

The Consultant shall acquaint themselves with the available documents and shall carry out adequate site surveys and obtain all necessary briefs required for the assignment. The Consultant shall prepare the requisite update on the Drawings, Bills of Quantities (BOQs) and Bidding Documents and assist in all stages of the Tendering Process up to the award of the Tender and the handover of the sites to the Contractors. He shall also Supervise the Project on behalf of and in cooperation with the Client.

The Consultant shall generally carry out the functions of Project Management to include, but not limited to, the following activities:

**6.1.1 Design Review, Update of Designs and Tender Documentation**

This component of the assignment shall involve detailed study and review of the existing drawings, surveys and assessment of the existing facilities and thereafter update available designs for the assignment. The consultant shall;

1. Exhaustively study, and analyze in detail~~s~~, the existing documents, with the view to assimilate them for ownership purposes. The studies shall include but not limited to the following:
* Review available documents
* verify the geo-technical and soil investigations,
* verify the topographical and cadastral surveys necessary for architectural & landscaping design reviews.
1. Update architectural designs and architectural details, and in consultation with, and or with your advice to, the Employer, make the modification(s) where necessary.
2. Update civil/structural engineering designs to address any modifications on the architectural designs in 6.1.1 (b) above.
3. Update mechanical engineering services – water supply and storage, plumbing, waste disposal, air-conditioning (where/if applicable), firefighting, smoke detection, etc.
4. Update electrical/ICT designs; details for electrical/ICT installations.
5. Update detailed bills of quantities, drawings, specifications and bidding documents including confidential cost estimates.
6. Assist the Client in evaluation of bids
7. Submit updated building plans for approval by the Local Authorities upon approval of the detailed designs by the Client. The drawings shall include completed and signed relevant submission forms and engineering calculations.
8. Ensure that the Contractor obtains and submits all approvals from the respective Local Authority and statutory body to the Client.

**6.2 Stage 2, Construction Supervision and Post Construction Supervision Services**

The Consultant Firm shall act as the Project Manager, as defined in the World Bank’s Standard Contract for Works, in supervision of the contractor in all aspects of construction activities on the site, including management, co-ordination and control of the construction of the works.

**6.2.1 Detailed Scope of Services**

The assignment will involve supervision and Management of the contractor during implementation of the works and supply and installation of goods. It shall also include monitoring of the Defects Liability Period. Services will be carried out under a Time-Based Contract and the Consultant shall do the following as part of, Stage 2, in relation to the signed construction contract:

1. Prepare and implement Project Management Procedures to control and co-ordinate the execution of the work, documentation and control of design changes necessitated by actual conditions encountered on site or other changes approved by the Client.

 The Project Management Procedures shall cover:

1. supervision, administration and engineering;
2. effective monitoring and control of the construction agreement and the Consultant’s own services agreement;
3. effective communications amongst the Consultant, the Employer, the Contractor and other parties; and
4. Preparation of Standard forms for monitoring and control, management, administration, etc.
5. Monitor the contractor performance in accordance with the approved program of works and supplies for the Contract between the Client and Contractors.
6. Establish a Project Cost Control Estimate (PCCE) for capital costs of the project and notify the Client of any variations in cost.
7. Co-ordinate the work of the contractor on site in order to ensure compliance with the Contract and any applicable regulations.
8. Assist the Employer, when requested, with the presentation of project information to the public and external agencies, including financiers.
9. Maintain a photographic record of activities during Project implementation.
10. Administer the construction contract. Set procedures for processing contractor requests for payment. Verify progress and quantities for payment. Certify contract interim and final certificates for payment and submit them to the Employer within the time limits stipulated in the construction contract. Verify that all insurances and securities are obtained by the contractor and are kept up to date and modified as necessary.
11. Ensure that the Contractor commits all plant, machinery, equipment and key personnel on the works in accordance with the construction contract, and that they remain on the contract until their release has been authorised.
12. Review and approve the Contractor’s designs and drawings for temporary works. Co-ordinate and review installation and maintenance of all site temporary services by the contractor such as access roads, traffic and water flow diversions, and environmental control practices.
13. Provide construction control services to ensure compliance with specifications, drawings and good practice. These shall include:
	* 1. inspection of falsework, reinforcing steel, concrete batching and placing for compliance with drawings and specifications;
		2. inspection of fill placement for material grading, moisture content and compaction;
		3. inspection of materials for suitability and compliance with the specifications, and witness tests by the contractor; and
		4. conduct checks on the contractor’s surveys and setting out of the work.
14. Review and monitor the contractor’s quality assurance programs on site and undertake independent quality assurance tests as necessary to verify compliance with the specifications, using the site laboratory facilities.
15. Ensure that the contractor implements the site safety program required by the construction contract and ensure its ongoing application. Report formally to Employer all safety-related incidents and submit any other incident-related information to the Employer, required to monitor safety and performance.
16. Monitor activities on site with respect to compliance with the Environmental Management Plan (EMP), which shall be part of the construction contract. Provide procedures for direct response to environmental or natural emergencies. Report to the Employer any incidents which have, or are likely to have an adverse environmental impact.
17. Ensure that the Contractor maintains a daily record of significant events on site, including weather conditions. Compile and document records of field measurements and all approved deviations from construction drawings, specifications or procedures.
18. Convene management meetings at monthly or lesser intervals to review progress of the works and discuss any other issues concerning the project. Submit to the Employer, monthly and quarterly progress reports and any other reports required on the works.
19. Prepare and document any necessary correspondence requiring the signature of the Employer’s Representative and recommend appropriate action to the Employer.
20. Prepare all necessary designs and documentation of all variations and changes to the scope of the work that will have been approved by the Employer, in accordance with the contract.
21. Immediately following the receipt of notice of intent to claim by the contractor, or at any time when the Consultant or the Employer considers that a claim may be made, ensure that all pertinent facts are recorded and documented. Analyse claims when submitted by the contractor and recommend to the Employer for appropriate action.
22. Ensure that the contractor prepares ‘as-built’ drawings of the project and an Operation and Maintenance (O&M) Manual; check and verify the exactness of the drawings and appropriateness of the O&M arrangements. Forward to the Employer 5sets of printed drawings and one set in editable digital format – Auto CAD release 2008 or later, to be provided by the Contractor in accordance with the Construction Contract. Submit 10 hard copies and 1 soft copy in MS Word of the O&M manual to the Employer.
23. Hold regular inspection and site meetings
24. Submit monthly progress reports to the Client;
25. Prepare payment certificates;
26. Prepare completion certificate and snag-list, at completion;
27. Produce “as-installed” mechanical and electrical drawings of the completed works; and
28. Secure the following from the relevant bodies:

(i)        Relevant permits from the Local Authorities

(ii)      Operational manuals for any equipment installed; and

(iii)    Fitness Certificates for firefighting equipment and electrical installations fitted.

 **6.3 Post Construction Stage**

During the Defects Liability Period, the Consultant shall:

1. Secure/compile maintenance and operational manuals, occupation permits, fire protection certificates, Factory Inspector’s Certificate for the proper commissioning of the completed built premises;
2. Prepare Final Account to be signed by the Contractor and Consultant and approved by the Government before being adopted;
3. Prepare a list of and supervise the rectification of any defects noticed during the defects liability period.
4. Periodically check the completed work and notify the Contractor and the Employer of any defect in the completed works which require rectification.
5. Arrange with the Contractor the remedial action required for defects identified. Shortly before the expiry of the mandatory Defects Liability Period, check the completed work and verify that all noted defects have been corrected.

**7.0. Schedule of Deliverables (Construction and Post Construction Stage Reports)**

The Consultant shall prepare and submit the following reports in a format agreed with the client:

7.1 Inception and Conceptual Planning Report (3 hard Copies and 1 Soft Copy)

The inception and conceptual planning report shall summarise the Consultant’s and Contractor’s state of mobilization, Contractor’s obligations, and the frequency of reporting, site meetings, site record keeping and a Quality Management Plan. To be submitted within two weeks after the end of the mobilisation period in the Contractor’s approved work programme.

7.2 Monthly Progress Reports (3 hard copies, 1 Soft Copy)

The Consultant shall prepare and submit to the Employer short comprehensive progress reports in the first week of each calendar month. The reports shall include records of site meetings, site visits, Contractor’s plant, equipment and labour deployments, weather conditions, schedule status with percentage completion stated for all significant current activities; progress of the works against programme, progress photographs, summarised materials testing results, consultant’s staff on site, site problems, financial status of the contract and cash flow forecast, problems encountered and how they have been dealt with and other relevant details.

7.3 Routine Construction Documentation

The Consultant shall obtain from the Contractor daily, shift, weekly and other reports necessary to record all activities on site, including weather conditions, crews, and numbers of staff, vehicles, plant, and equipment working and volumes of work done. This information shall be retained by the Consultant for the duration of the Contract. The information shall be available at all times to the Employer and shall be handed over to the Employer at the end of the Consultant’s contract.

7.4 Quarterly Report on Consultancy Services (3 hard copies, 1 soft copy)

The report, to be submitted no later than the 15th day of the first month in the following quarter and shall summarise the Consultant’s staff activities, financial status of Consultancy Agreement and any other relevant information considered necessary in respect of this assignment.

7.5 Construction Completion Report (5 hard copies and 1 soft copy – All as built drawings to be in Auto CAD release 2008 or later)

Within 60 days of the issue of the certificate of Completion, the Consultant shall prepare a Completion Report summarising the work carried out, major problems encountered and how they were solved and incorporating the as-built records and drawings prepared by the contractor and cheeked by the Consultant. Deviations from contract requirements shall be noted, with the reasons for approval of such deviations, other relevant details on the works.

The Completion Report shall also include complete details of payments under the contractor’s contract.

7.6 Final Project Completion Report – consultancy report (5 hard copies and 1 soft copy)

This report shall summarise all aspects of the project implementation including the consultancy services and all financial matters, suggestions and recommendations for future design and construction techniques, comments on Technical Specifications, Special Conditions of Contract and the Operation and Maintenance Manual prepared by the contractor and checked by the Consultant. To be submitted within four weeks of end of defects liability period.

7.7 Defects Liability Period: Quarterly Inspection Reports (5 hard copies)

The quarterly reports during the defects liability period shall detail any identified defects, proposals for remedial measures, remedial instructions given to the contractor and progress on remedies instructed during the previous quarterly inspections. To be submitted not later than the 15th day of the first month in the next quarter.

7.8 Consultancy Completion Report

The Consultant shall prepare and submit three draft and ten final copies of Consultancy Completion Report at the conclusion of the defects liability period under phase 2. It will be a comprehensive report on the consultancy services throughout the Project (or Contract (s)). It will describe the aims of the service and the achievements obtained. It will also give progress on the Final Account of the consultancy services and that of the construction works, which will be appended. Finally, it will give details of the Consultant’s visits and activities during the defects liability period for each site/contract. The report shall also highlight any challenges faced with the lessons learnt and recommendations for future projects.

All the reports and drawings (under all phases) shall be submitted to the World Bank Task Team Leader and to the PSFU/CEDP in two separate volumes. All the final reports shall be accompanied by soft copies written on Flush disk and appropriately labelled as it will be required by the client.

The Client shall review and provide comments on the Consultant’s reports and call for meetings if need arises.

The Consultant shall submit both written (in English) and electronic copies at each stage for review and / or approval to PSFU/CEDP. The required reports have been indicated at each stage as summarized in Table 1.

|  |
| --- |
| **Table 1. Reports and Time Schedules** |
| **Stage** | **Activity / Report** | **Copies of Reports** | **Estimated Time for submission of reports from commencement of assignment Stage (weeks)** | **Review by Client (Weeks)** |
| **Hard Copies** | **Soft Copies Flush disk** |
| **Construction** |
| 1 | Inception | **3** | **1** | 2 weeks after the end of the mobilization period |  |
| 2 | Progress | **3** | **1** | Monthly |  |
| 3 | Routine Construction Documents | **1** | **1** | Always available to be handed over at end of consultancy contract |  |
| 4 | Consultancy Services | **3** | **1** | Quarterly |  |
| 5 | Construction Completion | **5** | **1** | End of Construction |  |
| 6 | Defects Liability Period | **5** | **1** | Quarterly |  |
| 7 | Final Project Completion | **5** | **1** | End of the Defects liability |  |
| 8 | Consultancy Completion Report | **5** | **1** | 4 weeks after the end of Defects Liability  |  |

At the end of the assignment, the Consultant shall not claim any right of authorship or design patent of the reports submitted during the assignment.

**8.0. STAFFING**

The Consultant shall field a team of suitably qualified and experienced personnel. The Architect/Team leader must, in addition to relevant technical background, also have broad based experience in architectural design of public buildings and regional experience in the African context.

The Consultant’s team shall consist of the following experts: -

1. Team Leader (Architect or Civil Engineer)
2. Architect
3. Civil/Structural Engineer
4. Electrical Engineer
5. Mechanical Engineer
6. Quantity Surveyor
7. Information and Communication Technology (ICT) Engineer
8. Land Surveyor
9. Environmental Expert
10. Social Safeguards Expert
11. Interior Designer

**9.0 PREPARATION OF FINANCIAL PROPOSAL**

The proposal of the Consultant shall be set out in detail showing the list of experts required for each stage of the assignment, the duration (man/months) for which the services are required as well as the rate for each man-months. Details shall also be required showing the reimbursable expenses for the assignment. The costing of Stage 1 and Stage 2 should be presented separately, however, the two should be summed to make the offer price.

# 10.0 PROJECT DURATION

The assignment is estimated to take **32Months**, i.e., 4 months for update of designs, 16 months of construction supervision and 12 months for supervision of the defect’s liability period.

# 11.0 DATA, SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Client shall provide the consultant with the ESIA Report (s) on commencement of the assignment.