# TERMS OF REFERENCE FOR THE CONSTRUCTION OF TWO ABLUTION BLOCKS OF GENDER-SENSITIVE VIP LATRINES, (1 BLOCK OF 7-STANCES FOR GIRLS, AND 1 BLOCK OF 6 STANCES FOR BOYS) IN BUGUMYA PRIMARY SCHOOL IN MAYUGE DISTRICT IN UGANGA

1. **BACKGROUND**

## Habitat for Humanity Uganda (HFHU) is planning to implement a water sanitation and hygiene (WASH) project in Bukabooli Sub-County, Mayuge District, Uganda. Habitat Humanity Uganda intends to utilise part of the funds for the construction of Ablution Blocks Of Gender-Sensitive VIP Latrines, (1 Block of 7-Stances for Girls, and 1 Block of 6 Stances For Boys.) The organization therefore wishes to procure the services of a competent company undertake to the construction works. These activities are to be carried out in a manner that conforms to the following principles:

## Support to the decentralisation process; Institutional capacity building especially at District, Sub- County and Community level; Demand responsiveness; Community participation and ownership; and **Emphasis on gender responsiveness, environmental mitigation measures.**

# The company is required to submit Bills of Quantities (BOQs) to HFHU in writing and execute the construction of two ablution blocks of gender-sensitive VIP Latrines, (1 Block of 7-Stances for Girls, and  1 Block of 6 Stances for Boys) in Bugumya Primary School Bukabooli Sub-County, Mayuge District.

1. **OBJECTIVE**

# The overall objective of this assignment is to construct two ablution blocks of gender-sensitive VIP latrines, (1 block of 7-stances for girls, and  1 block of 6 stances for boys)  in Bugumya Primary School.

The following documents shall be deemed to form and be read and construed as part of this contract:

1. Specifications for the works
2. Drawings
3. Bill of Quantities
4. Letter of Acceptance
5. Work Completion Schedule
6. Safeguarding policy
7. **SCOPE OF WORKS**

# The Company’s works will generally cover the following:

# To carry out the construction of a block of seven stances for girls with hand washing facility, incinerator and bathroom.

# To carry out the construction of a block of six stances for boys with hand washing facility and urinal.

1. **KEY ACTIVITIES**

# Site clearance

# Excavation of pit for latrine construction

# Casting of insitu foundation for latrine.

# Plinth wall construction

# Reinforced concrete base columns, columns, middle and ground beams

# Oversite concrete slab for stance latrines.

# Reinforced concrete beams

# Reinforced over site concrete slab for latrine and shower stall.

# Casting insitu foundation concrete for the water tank base.

# Mass over site concrete slab for the water tank base.

# Construction of urinal for boys latrine

# Construction for incinerator for girls latrine

# Wall construction

# Inspection of finished truss joinery.

# Fixing of approved galvanized iron sheets and translucent sheets.

1. **PREPARATORY WORK**

The Company shall prepare to visitthe site, obtain a **Certificate of Site Inspection**

# and locate suitable local construction materials.

# HFHU will not accept any delays in the commencement and completion of the works outlined in this Contract by the Contractor. A ten (10) days delay of commencement of the actual construction works at the site will be regarded as rejection of the Contract and the offer will be retrieved.

**5.1 Time-frame**

* From 25th November 2024 to 28th February 2025.

**5.2 Human Resources**

5.2.1 Senior WASH Engineer

The works shall require one Senior WASH Engineer. The Senior WASH Engineer is a qualified civil engineer with experience in the planning, design and implementing community and/or institutional WASH infrastructures.

**5.2.1 Field Team**

This shall be a team of qualified sub-engineers with a diploma in civil engineering. The team shall be responsible for implementing the construction activities, day-to-day supervision, and reporting.

1. **SUPERVISION OF CONSTRUCTION WORK.**

## **6.1 Obligations of HFHU (The Client)**

The Client shall furnish without charge and within a reasonable time all pertinent data and information available at the client’s disposal and shall give such assistance as shall reasonably be required by the contractor for carrying out their responsibilities under the Agreement.

# HFHU shall have the overall responsibility of the Project and will be represented in the field by the HFHU WASH Officer for the day-to-day management of the Project.

# HFHU shall provide a WASH Officer , who shall from time to time supervise and inspect the works and performance of the Contractor.

# Whenever the HFHU Construction Supervisor is changed, HFHU shall notify the Contractor in writing. The Contractor shall comply with the instructions and directions of the notified HFHU Construction Supervisor.

# HFHU shall require the contractor to have a Diary Book on site to record all work-related activities happening each day i.e. materials used, weather conditions etc.

# The Contractors’ work shall be inspected by the HFHU Construction Supervisor regularly. He /She shall on behalf of HFHU certify each completed stage of the latrine under construction.

# HFHU shall have the right to retain or reject any person employed by the Contractor who, in the opinion of the HFHU Construction Supervisor, has misconducted themselves or is incompetent or negligent in the performance of their duties.

# HFHU reserves the right to reject any materials, which in its opinion falls below standards prescribed in the attached Scope of Work and the sample pre-approved.

etc.

1. HFHUThe Contractor shall comply with the instruction and directions as notified by the HFHU Construction Supervisor in writing

6.2 **Duties of the Contractor**

# The Contractor shall comply with the instruction and directions as notified by the HFHU WASH Officer in writing.

# The Contractor shall rectify any defects in the works identified by the HFHU Construction Supervisor at the time of notice. After Construction completion, the Contractor shall rectify any defects immediately during the three months of the Defects Liability Period (DLP) without any cost to HFHU and the rectification of such defects within the DLP shall be undertaken within one (1) month of notification. Failure of which, the article on termination of contract shall be invoked.

#  It is the parties’ intentions that the Contractor shall have an independent Contractor status and not be an employee of HFHU for any purposes, including but not limited to laws. HFHU shall not be liable for any obligations incurred by the Contractor unless specifically authorized in writing. The Contractor shall not act as an agent of HFHU, ostensibly or otherwise nor bind HFHU in any manner unless authorized to do so in writing.

# The Contractor may not sub-Contract any work in this Contract without prior written approval from HFHU.

6.2.1Site daily Records

These should be recorded and must include the following items:

1. Site name:
2. Site location (Village, Parish, sub-county, District)
3. Reference number of the site
4. GPS Co-ordinates of site grids
5. Date of reporting
6. Name of Supervisor’s representative
7. Name of Contractor
8. Details of Contractor’s plant and equipment on the site
9. Details of work completed by the Contractor, especially time-based activities, if any.
10. Number of people involved at the site dis-aggregated by gender.
11. Participation of the community, if any, disaggregated by gender
12. A copy of the Supervisor’s Instructions to the contractor
13. Problems encountered/resolved

A copy of the contractor’s daily record shall be made available to HFHU whenever requested, and may include other pertinent information as may be requested from time to time by HFHU.

 The Contractor shall maintain full accurate and verifiable records and accounts and shall exercise such controls as may be necessary for proper financial management under this Contract.

Such accounting and control systems are to be satisfactory in all respects to HFHU and its agents shall have access to, and may make copies of the accounting records, correspondence and other data relating to this Contract.

The Contractor shall preserve these records for a period of three years.

* + 1. **Reporting**

**Reporting Standards**

The contractor is required to adhere to the guidelines for report presentation and standards.

1. **PROJECT MANAGEMENT**
2. Project Management

HFHU will be responsible for the project administration and Construction Supervision under the Contract, for acceptance and approval of the reports and other deliverable by the HFHU and for receiving, reviewing and approving invoices for the payments.

1. Reports

The reports shall be submitted to HFHU in the course of the assignment, and will constitute basis for the payment.

1. Confidentiality

The contractor shall not, during the term of this contract and after expiration, disclose any propriety or confidential information relating to the services, this contract or the Client's business or operations without prior written consent of the Client.

1. **INSTRUCTIONS FOR PREPARING THE TECHNICAL SECTIONS OF THE BID**
2. **Introduction**

# The essential purpose of the Technical Proposal is to describe how the contractor plans to reach the ultimate goal of the Project through logical, inter-linked facets of the Project.

# The Contractor shall present an outline description of how the Project will be approached, linking all the individual tasks and Project components.

# The Contractor shall identify possible problems and constraints to the works and explain what he will do to remove or overcome such foreseen hindrances.

# The Contractor shall list the staff he intends to use for the construction with estimates for their involvement.

# The Contractor shall submit signed CVs and also fill in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Designation** | **Name/Nationality** | **Summary of Qualifications** | **Signature of Nominee** |
|  |  |  |  |
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1. No price or cost data is to be included in the Technical Proposal. However, the number of man-days must be stated.
2. **Work Programme and Schedules**

The Company shall submit with his bid a detailed work program and accompanying Activity and Personnel Schedules in chart form, indicating clearly the scope and interconnection of the various inputs/activities. Details of personnel, their position in the proposed program and their total input in man-days should all be tabulated. The Client considers it important that the personnel mentioned in the bid documentation (with CVs) should be the ones to execute the work.

1. **Format and Specific Duties**

To aid the evaluation of the proposals it is essential that the proposals follow the same format. Therefore, the proposal must contain the information specified below in accordance with the following format:

1. Table of contents
2. List of tables and drawings
3. Short introduction and summary
4. Objectives
5. The C**ontractor**’s understanding of the Project
6. Comments on the Scope of Services
7. General Approach and Methodology to be used.
8. Difficulties anticipated
9. The C**ontractor**’s understanding and knowledge of the area or field of investigation. This section shall contain the Consultant’s present knowledge of the area derived from available background data.
10. **Liaison and Comments on the Project**
11. This section shall contain information on how the Company intends to liaise with Habitat for Humanity and other Government and non-government bodies and organizations.
12. The C**ontractor** may comment and expand on any aspect of the Project he feels is relevant, including suggestions for changes or amendments to the Project.
13. **Previous Experience**
14. List all contracts (with evidence) undertaken in the past 3 years in chronological order, indicating: the previous and current clients in Uganda (stating a names and contact addresses and telephone numbers), the scope and value of the previous and current similar works undertaken over last 3 years.
15. Any similarities to the proposed programme
16. The level of completion achieved.
17. **PROJECT ORGANIZATION AND MANPOWER ALLOCATION**

## 9.1 The Contractor must submit the following Schedules:

1. Project Organization
2. Personnel Schedule (Bar Chart)
3. Activities Schedule (Work Breakdown Structure Bar Chart)

The Project Organization chart must display clearly the lines of authority and responsibility, communications and co-ordination, as well as a description of the qualifications and experience of the key personnel in context of the Project duties and their anticipated tasks and man days in the Project. The Contractor should be committed to deploy the key personnel included in his Technical Proposal. Such key staff may only be replaced with the written approval of the Client.

1. **The Work Plan must perform the following critical functions:**
2. Identify and define the work to be done
3. Identify who is responsible for this work
4. Form the basis for the integration of the works to be done, the organization and the planning and control system.
5. **Company Establishment**

This shall include:

1. Name of Company
2. Names and qualifications of Directors
3. Registered Office (Physical and postal address, telephone, fax, e-mail, Company
4. Secretaries and Auditors)
5. Company Principals (Shareholders; directors)
6. Legal Status (Joint Venture; partnership; limited liability company)
7. Income tax clearance certificate for the current year (copy), TIN number, and VAT registration number.
8. Certificate of registration (copy)
9. Certificate of Incorporation (copy)
10. Extracts from Memorandum and Articles of Association concerning:
11. Allocation of shares
12. Objectives of Company
13. Registered activities of Company
14. Powers of Attorney of the person authorised to sign the Bid
15. Any other relevant information requested by the Client.
16. **Curriculum Vitae.**

The contractor should provide complete curriculum vitae (CV) of key staff to be engaged on the Project including education details, professional background, and experience on similar projects, accomplishments, and other pertinent information. Each CV shall contain two traceable references.

1. **The responsibilities of the contractor**

The contractor shall provide the Services as described in the Terms of Reference in accordance with these Conditions of Agreement. HFHU reserves the right to alter the Terms of Reference after consultation with the Company.

The Contractor shall exercise all reasonable skill, care and diligence in the works and shall carry out all the responsibilities in accordance with recognized professional standards.

The Contractor shall in all professional matters act as a faithful adviser to the Client and, in so far as any of the duties are discretionary, act fairly between the Client and third parties.

The Contractor shall provide or contract suitably qualified staff and facilities to carry out the Services.

The Contractor shall provide the entire expert technical advice and skills that are normally required for the works for which the contractor is engaged. Where specialist technical advice or assistance is required beyond that committed under the Terms of Reference, the Company may, with the prior written Contract of the Client, arrange for the provision of such advice or assistance, and, the Company shall retain full and unserviceable responsibility for all the Services that the Contractor is committed to provide under this Agreement.

1. **Settlement of disputes:**

Any dispute or claim arising out of or in relation to this Contract, which cannot be amicably settled between the parties shall be referred to adjudication or arbitration in accordance with the laws of Uganda or by arbitration in accordance with the UNCINTRAL Arbitration rules as may be at present in force.

1. **Ownership of Material**

Any reports or other materials, graphic, software or otherwise, prepared by the Company for the Client under the Contract shall belong and remain the property of the Client. The Company may retain a copy of such documents and software

modifications and additions requested by the Client will be availed within two weeks of the Final Meeting. The report shall present a comprehensive account of the whole of the Company’s programme, to a high professional standard. It shall include all data, interpretations, hydrogeological evaluations, conclusions and recommendations relating to the investigation area, together with appropriate maps, diagrams and data plots.

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1. **TECHNICAL/FINANCIAL PROPOSAL**
2. **Proposal**

The Technical / Financial Proposal shall contain the following details:

Technical specifications of equipment, accessories, computing facilities, transport, backup service, communications etc, present location of relevant equipment to allow for inspection, qualifications and relevant experience of proposed key personnel, schedules of events and personnel and cost estimates

The proposal should show how and when the Company would successfully complete the Assignment.

The Company is expected to fill in the bills of quantities appropriately and should take into consideration the duration of the Assignment.

The Company shall be held fully responsible for willful negligence, omissions and/or commissions. The Client reserves the right to seek remedial measures including withholding of payment should there be any breach of Contract. The Client reserves the right to cancel the Contract for lack of adherence to the above Terms of Reference during the execution of the work. The Client shall inform the Company in writing of the course of action to be taken immediately on discovery of any wrong doing, mistakes, and omissions or when the Client is dissatisfied with the work.

1. **Work Program and Schedules**

The Contractor shall submit with the proposal a detailed work program and accompanying Activity and Personnel Schedules in chart form, indicating clearly the scope and interconnection of the various inputs/activities. Details of personnel, their position in the proposed program and their total input in man-days should all be tabulated. The Client considers it important that the personnel mentioned in the Proposal documentation (with CVs) should be the ones to execute the work.

The Company shall compute/complete the Bills of Quantities in accordance with his proposed program, indicating the quantities and unit cost appropriate to each item. Any incomplete items shall be deemed to have been included elsewhere in the Company's costing.

1. **Other requirements**

The Company shall provide all labour, materials, equipment, and transport needs to fulfill his assignment.

**APPENDIX 1**

**Personnel, Equipment, Facilities and other Services to be provided by the Client**

**CERTIFICATE OF SITE INSPECTION**

This is to certify that Mr/Mrs -------------------------------------------------- of --------------------------------------------- (Company) on ------------------------------- (date) carried out an inspection of the proposed Site(s) of the Works to be undertaken for Contract No. **HFHU/BMZ/Works/2024-2025/0003** inaccordance with Clause 5.0 of the Instructions to Bidders.

This further certifies that the Bidder is fully conversant with all Site conditions and information necessary for preparing the Bid and entering into a Contract for the completion of all works according to the Scope of Works and the Programme of Work.

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 (Name) (Signature)

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(Designation)

Duly authorised to sign Bids on behalf of -------------------------------------------------

Date------------------------------

*[The information requested is required in the format provided below and should be included by the Bidder in its bid. If none, include form and state ”None”]*

**Comments and Suggestions on the Terms of Reference**

*[The information requested is required in the format provided below and should be included by the Bidder in its bid]*

**Description of the Methodology for performing the Assignment**

 *[The information requested is required in the format provided below and should be included by the Bidder in its bid]*

**Team Composition and Task Assignments**

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| **1. Technical/Managerial Staff** |
| **Name** | **Position** | **Task(s)** |
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| **2. Support Staff** |
| **Name** | **Position** | **Task(s)** |
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*[The information requested is required in the format provided below and should be included by the Bidder in its bid]*

**Format of Curriculum Vitae for Proposed Professional Staff**

Proposed Position:

Name of Bidder:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications: *(Relevant to the Assignment)***

**Education: *(& Professional Qualifications)***

**Employment Record:**

**Languages:**

**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]* *Day/Month/Year*

Full name of staff member:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:

*[Authorised representative of the firm]* *Day/Month/Year*

Full name of authorised representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[The information requested is required in the format provided below and should be included by the Bidder in its bid. Bidders may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]*

**Estimated Time Schedule for Professional Staff**

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

Signature:

(Authorised Representative)

Full Name: Title:

Bidder:

 [The information requested is required in the format provided below and should be included by the Bidder in its bid. Bidders may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

**Activity (Work) Schedule**

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| 1. **Work Schedule for The Construction Of Two Ablution Blocks**

**This should include but not be limited to** mobilization and execution of the works. |
|  | ***[1st, 2nd, etc. are days from the start of assignment.]*** |
|  | **1st** | **2nd** | **3rd** | **4th** | **5th** | **6th** | **7th** | **8th** | **9th** | **10th** | **11th** | **12th** |
| **Activity (Work)** |  |  |  |  |  |  |  |  |  |  |  |  |
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| **B. Technical Input** |
|  | ***[1st, 2nd, etc. are weeks from the start of assignment.]*** |
|  | **1st** | **2nd** | **3rd** | **4th** | **5th** | **6th** | **7th** | **8th** | **9th** | **10th** | **11th** | **12th** |
| **Activity (Work)** |  |  |  |  |  |  |  |  |  |  |  |  |
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| **C. Completion and Submission of Reports and other Deliverables** |
| **Reports** | **Date** |
| 1. Inception Report |  |
| 2. Interim Progress Reports(a) First Status Report(b) Second Status Report(c)  |  |
| 3. Draft Final Report |  |
| 4. Final Report |  |
| 5. Other Deliverables |  |