

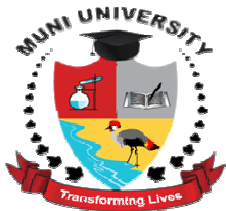


Republic of Uganda

MUNI UNIVERSITY

Request for Expression of Interest (EOI)
For
Operation and Management Service of Muni
University Capacity Building Centre (Former TPO
Resource Centre)

Subject of Procurement:	Provision of Operation and Management Service of Muni University Capacity Building Centre
Procurement Reference Number:	MU127/NON-CONS/2018-19/00002
Date of Issue:	20 th August 2018



MUNI UNIVERSITY

Office of the University Secretary

P.O. Box 725 Arua, Uganda

Tel: +256 476 420312/3/4; Fax: +256 476 420316

Email: info@muni.ac.ug/inquiries@muni.ac.ug

www.muni.ac.ug

20th August, 2018

Notice of Expression of Interest For Operation and Management Service of Muni University Capacity Building Centre

1. Muni University invites eligible bidders to submit sealed Expression of Interest for Operation and Management service of Muni University Capacity Building Centre located along Ewuata - Muni road at about 0.5 Km from Arua – Nebbi, main road.
2. Interested bidders should provide information demonstrating that they are eligible and possess the required qualifications/ credentials to perform the services supported with relevant documentation.
3. Short listing shall be based on the eligibility and qualifications (capacity) of the applicant. The shortlist shall be made of qualified applicants eligible to the criteria below as well as in the Expression of Interest document:
 - (a) Eligibility of applicants (on a pass/ fail basis):
 - i. Legal capacity to enter into a contract;
 - ii. Applicant is not insolvent, in receivership, bankrupt or being wound up;
 - iii. Business activities of applicant are not suspended by Public Procurement and Disposal of Public Assets Authority (PPDA);
 - iv. Applicant is not under legal proceedings for any of (ii) above;
 - v. Has fulfilled obligations to pay taxes;
 - vi. Applicant does not have a conflict of interest;
 - vii. Evidence of Certificate of Registration with the Uganda Hotel Owners Association.
 - (b) Qualification (Capacity). Documents include: brochures, description of similar business/assignment, experience in similar operations/business, availability of appropriate skills among staff (Attached CVs of proposed staff), etc.
4. Preference schemes shall apply when evaluating Request for Proposals from the shortlisted applicants.
5. Interested eligible bidders may obtain further information and inspect the Centre/ site at the address given below from **8:00am to 5:00pm, Monday to Friday**.
6. Sealed Expressions of Interest and other relevant documents superscribed as EOI for Operation and Management of Muni University Capacity Building Centre must be delivered in hard copies (One original plus two copies) to the address below at or before **11:00am on Tuesday, 4th September 2018 at the Procurement and Disposal**

Unit, Muni University, Arua –Muni – Ocoko Road, First Floor, Administration Block, Room 2.7, Arua, Uganda.

7. The notice of expression of interest and document are available at the Entity's website at www.muni.ac.ug.
8. The University Management reserves the right to verify the authenticity of any claim made in the bid documents submitted by bidders.
9. The planned schedule (Subject to changes) is as follows:

Activity	Date
a. Publication of Notice of Expression of Interest	<i>21st August 2018</i>
b. Closing date for receipt of Expression of Interest	<i>4th September 2018</i>
c. Evaluation of Expressions of Interest	<i>Within 15 working days from closing date</i>
d. Display of shortlist	<i>Within 5 working days from approval of shortlist by the Contracts Committee</i>

REV. FR. DR. ODUBUKER PICHO EPIPHANY, MIDM
UNIVERSITY SECRETARY/ ACCOUNTING OFFICER

1. Introduction

Muni University was established under the Universities and Other Tertiary Institutions (Establishment of Muni University) Instrument, No. 31 of 2013 enacted by Parliament of Uganda. The mandate is to provide quality education, generate knowledge, and promote innovation and community empowerment for transformation.

The University has another property (former TPO Training Centre) now Muni University Capacity Building Centre located along Ewuata - Muni road at about 0.5 Km from Arua – Nebbi, main road. The Centre has the following facilities: a conference hall, administration block, 2 lecture halls, dining hall/kitchen, 2 hostel blocks, guard's house, space for parking for over 10 vehicles and a large compound/garden for recreation and or games/sports and events.

2. Purpose

This request for Expression of Interest (EOI) is intended to identify a reputable bidder to submit sealed Expression of Interest for Operation and Management service of Muni University Capacity Building Centre.

After review and evaluation of the EOI submitted by bidders, the University will shortlist suitable bidders that will be availed/issued with the Request for Proposal (RFP) document and invited to bid for operation and management service of Muni University Capacity Building Centre.

3. Instruction to bidders

3.1 Bidder Participation

3.1.1 A bidder shall meet the following criteria to be eligible to participate in public procurement:

- (a) the bidder has the legal capacity to enter into a contract. The bidder has the following documents or equivalent:
 - i. Evidence of Certificate of Incorporation or Registration including Memorandum and Articles of Association.
 - ii. Provide a copy of the Bidder's valid Trading licence for 2018.
 - iii. Evidence of Certificate of Registration with the Uganda Hotel Owners Association;
 - iv. Provide a signed letter indicating that the parties does not have a conflict of interest.
 - v. Provide a registered Power of Attorney.
- (b) the bidder is not:
 - i insolvent;
 - ii in receivership;
 - iii bankrupt; or
 - iv being wound up
- (c) the bidder's business activities have not been suspended by either the PPDA or other International Bodies such as World Bank, African Development Bank, etc to which Uganda is a member.
- (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b) above; and

(e) the bidder has fulfilled its obligations to pay taxes where applicable e.g. income tax clearance certificate for the financial year 2018; the original income tax clearance certificate should be addressed to Muni University.

- 3.1.2 A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 3.1.3 The Bidder shall prepare **one original** of each of the documents comprising the Expression of Interests (EOIs) as described and clearly marked “ORIGINAL”. In addition, the Bidder shall **submit 2 copies of the EOIs**. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.1.4 The original and all copies of the Expression of Interest shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a Power of Attorney and shall be attached to the bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialled by the person signing the bid.
- 3.1.5 A firm that is under a declaration of suspension by any Authority, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.
- 3.1.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 3.1.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring and Disposing Entity, as the Procuring and Disposing Entity shall reasonably request. All related supplies and staff employed under the contract shall have their origin or nationality in an eligible country.

3.2 Qualification of the Bidder

3.2.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:

- (a) Qualification (Capacity). Documents include the following: brochures of the business activities, description of similar business/assignment, experience in similar operations/business, availability of appropriate skills among staff (Attached CVs of proposed staff) , etc

3.3 Cost of Expression of Interest (EOI) preparation

- 3.3.1 The Bidder shall bear all costs associated with the preparation and submission of the Expression of Interest. The University shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.3.2 All documents submitted with the EOI shall not be returnable.

3.4 Right to accept and reject any or all the EOI

- 3.4.1 The University reserves the right to accept or reject any EOI or annul the short listing process at any time in the process.

3.5 Preparation and submission of EOI document

3.5.1 Language

- 3.5.2 All information in the EOI must be in English. Information in any other language, if not accompanied by an authenticated translation in English, shall not be considered. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation shall prevail.

3.6 Correspondences/ inquiries

- 3.6.1 Any inquiries to Muni University concerning this Request for EOI shall be submitted to the Head, Procurement and Disposal Unit, Muni University, not later than **Tuesday September 4th, 2018 at 11.00am**. All correspondence to Muni University shall be in writing and signed by the authorized person.
- 3.6.2 Correspondences by e-mail or any electronic/digital format shall be regarded as advance information only, which should be immediately followed by the original copy submitted by courier or registered mail.
- 3.6.3 Muni University responses shall be in writing on official letterhead and shall also be posted on the Muni University Website (www.muni.ac.ug) under the Procurement and Disposal Unit not later than **Tuesday, September 4th, 2018 at 11.00am**.

3.7 Amendment of Expression of Interest Document

- 3.7.1 Before the deadline for submission of EOI, the EOI document may be modified by the University by issue of Addendum.
- 3.7.2 Any Addendum issued shall be part of the EOI Document.
- 3.7.3 To give prospective Bidders reasonable time in which to take the Addendum into account in preparing their EOI, extension of the deadline for submission of EOIs may be given as considered necessary by the University.

4 Submission of Expression of Interest (EOI)

- 4.1 Sealed envelope(s) should be delivered and dropped in a bid box marked *Expression of Interest for operation and management service of Muni University Capacity Building Centre*, located in the Procurement and Disposal Unit Office on First Floor, Room 2.7, Muni University, Administration Building not later than **Tuesday, September 4th, 2018 at 11.00am**.

- 4.2 Bidders who may wish to use courier services for their EOI should allow for sufficient time to ensure timely receipt of their EOI.
- 4.3 Any submission made after the close of submission date and time will be rejected.
- 4.4 Muni University reserves the right to accept or reject any submission and is not bound, committed nor obliged to shortlist any provider who has expressed interest.

5 Evaluation

- 5.1 For the short listing process, the University will determine whether each EOI is responsive to the requirements of the EOI Document. The Expression of Interest shall be considered responsive if:
 - 5.1.1 It contains all the information and documents as requested in section 2 below.
 - 5.1.2 It contains information in formats specified in this Expression of Interest Document as per appendices attached.
 - 5.1.3 There should not be inconsistencies between the Expression of Interest and the supporting documents.
- 5.1 Non responsive Expression of Interest will be rejected.

SECTION 2:

6. Expression of Interest (EOI) Criteria

Interested Bidders should meet all the requirements in the criteria below:

Section No.	Criteria	Documentary Evidence	Recommendation
6.1	Eligibility of applicant	<p>(a) the bidder has the legal capacity to enter into a contract. The bidder has the following documents or equivalent:</p> <ul style="list-style-type: none"> i. Evidence of Certificate of Incorporation or Registration including Memorandum and Articles of Association. ii. Provide a copy of the Bidder's valid Trading licence for 2018. iii. Evidence of Certificate of Registration with the Uganda Hotel Owners Association; iv. Provide a registered Power of Attorney. <p>(b) Applicant is not insolvent, in receivership, bankrupt or being wound up;</p> <p>(c) Business activities of applicant are not suspended by Public Procurement and Disposal of Public Assets Authority (PPDA);</p> <p>(d) Applicant is not under legal proceedings for any of (b) above;</p> <p>(e) Has fulfilled obligations to pay taxes;</p> <p>(f) Provide a signed letter indicating that the applicant does not have a conflict of interest.</p>	Qualified/ Not Qualified
6.2	Qualification/ Capacity	<p>The applicant has to demonstrate that they have the required capacity to carry out the operation and management service of Muni University Capacity Building Centre, in terms of:</p> <p>(a) Qualification (Capacity). Documents include the following: brochures of the business activities, description of similar business/assignment, experience in similar operations/business, availability of appropriate skills among staff (Attached CVs of proposed staff), etc</p>	Qualified/ Not-Qualified

SECTION 3: TECHNICAL FORMS

Forms for Personnel

Form – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 2 above (Qualification and Experience Criteria). The data on their experience should be provided using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name

Form – 2: CV of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (Manager/ Personnel Officer)
	E-mail	
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project , Position, and Relevant Technical and Management Experience*

Form 3: Qualification Forms

To establish its qualifications to perform the contract, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form 3a) Bidder Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

1. Bidder's Legal Name:
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone Numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none">▪ Certificate of Incorporation or Registration of firm named in 1 above.▪ In case of JV, letter of intent to form JV including a draft agreement, or JV agreement▪ In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

Form 3b) Party to JV Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none">▪ Certificate of Incorporation or Registration of firm named in 1, above.▪ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.

FORM 4 - Financial Analysis

Historical Financial Performance

Bidder's Legal Name: _____ Date: _____
JV Partner Legal Name: _____ Bidding No.: _____

To be completed by the Bidder and, if JV, by each partner

Financial information in UGX equivalent	Historic information for previous _____ (___) years (UGX equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Please Attach copies of Complete Audited financial statements for the last three (3) years.

Form 5**Average Annual Turnover**

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Annual turnover data (construction only)		
Year	Amount and Currency	UGX equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section 3, Sub-Factor above, divided by that same number of years.

FORM 6 Experience
General Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

We, the undersigned, declare that

- (a) the information contained in and attached to these forms is true and accurate as of the date of bid submission: or *[delete statement which does not apply]*
- (b) the originally submitted information remains essentially correct as of the date of bid submission.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Qualification Form]*

In the capacity of *[insert legal capacity of person signing the Qualification Form]*

Duly authorized to sign the Qualification Form for and on behalf of: *[insert complete name of Bidder/Member of Joint Venture]*

Dated on _____ day of _____, _____ *[insert date of signing]*

TERMS AND CONDITIONS

Brief Description

Muni University was established under the Universities and Other Tertiary Institutions (Establishment of Muni University) Instrument, No. 31 of 2013 enacted by Parliament of Uganda. The mandate is to provide quality education, generate knowledge, and promote innovation and community empowerment for transformation.

The University has another property (former TPO Training Centre) now Muni University Capacity Building Centre located along Ewuata - Muni road at about 0.5 Km from Arua – Nebbi, main road. The Centre has the following facilities: **Cluster A:** a conference hall, administration block, 2 lecture halls. **Cluster B:** dining hall/kitchen, 2 hostel blocks, guard's house, space for parking for over 10 vehicles and a large compound/garden for recreation and or games/sports and events.

The University now wishes to let out the said facility to a Private Service Provider on the following Terms and Conditions:

1. Muni University Capacity Building Centre will be handed over to the SUCCESSFUL BIDDER on "AS IS WHERE IS CONDITION". The word "AS IS WHERE IS CONDITION" means that the "land, building and other movable property" therein available as at the period of bidding and offer only.
2. No improvements/ modifications/additions /alterations will be carried out in the land or building without prior approval of the University. Addressing leakages, all types of maintenance work such as building, sanitary installations, water supply, electrical/ furniture, horticulture operations will be the responsibility of the successful bidder only on 'AS IS' 'WHERE IS' basis, who shall run the facility on behalf of Muni University. The phrase "AS IS' 'WHERE IS' shall mean that the land, buildings and other movable property therein are available as at the period of offer only.
3. No improvements, modifications, additions, alterations, or re-modellings shall be carried out on the land, buildings or other property without prior approval of the University Management or an authorized representative. Rectifying leakages, reviewing sanitary installations, water supply, electrical systems, defective furniture, other operational failures and all types of routine maintenance works on the property will be the responsibility of the Successful bidder, upon approval of the University Management or an authorized representative.
4. The Successful bidder shall utilize the Muni University Capacity Building Centre property only for the purposes of running hotel business, accommodation, conferences/workshops or such other activities as may be approved by the University Management.
5. The Successful bidder shall confine its activities within the specified area handed over by the University Management.
6. The premises shall always be kept neat, clean and hygienic, including periodical fumigation and other pest control mechanisms.

7. Food and drinks shall be prepared and served in an hygienic manner by the Successful bidder, who shall ensure that all public health and safety rules and regulations regarding operation of such facilities are strictly adhered to.
8. The Successful bidder shall be liable for all Local or Central Government taxes or rates which will arise as a result of the types of operations or businesses being undertaken in the contracted premises, as well as all rates as may be applicable to the Contract.
9. The lease contract is for a period of Three (3) years from the date of signing, subject to an annual review to ascertain the Contractor's satisfactory performance.
10. The successful bidder will have to remit the agreed quarterly Management contract fees in full within fifteen (15) calendar days prior to the date of commencement of the contract or end of each quarter. The Successful bidder shall pay the fees to Muni University Fees Collection Account No. 903009220525 at Stanbic Bank – Arua. Subsequently, the Contractor shall submit evidence of payment of the contracted quarterly sum to the client (Muni University) by the first working day of the quarter. If the Successful bidder fails to remit the agreed sum by the due date, Muni University reserves the right to cancel the contract agreement.
11. The Successful bidder shall operate Muni University Capacity Building Centre on continuous basis throughout the contract period. If, however, the successful bidder (Contractor) fails to run the facility for a period of three months (continuously), Muni University shall issue a notice of contract default to the successful bidder; and if the bidder further fails to operate the facility for another one month after receipt of the notice of contract default, the University shall legally terminate the contract and re-possess the Guest house, in which case the Contractor shall forfeit the performance security submitted, and face further sanctions as provided in the conditions of contract and the PPDA Act.
12. An Irrevocable Performance [Bank] Guarantee shall be furnished at the time of commencement of the agreement or as provided in the general conditions of contract. The validity period of the Performance Guarantee will be as specified in the Instruction to Bidders (ITB) or the specific bid advertisement. The bank guarantee shall be obtained from a Commercial Bank regulated by the Bank of Uganda.
13. The Performance Guarantee shall be forfeited to Muni University in case of non-payment of the agreed contractual fee/sum, payment of any other dues as stipulated in the contract or indeed breach of any of the terms and conditions of the agreement.
14. All approvals, sanctions, permissions, consents or clearances shall be sought in writing from the Accounting Officer of the University or his/her authorized representative, and such documents shall be deemed to form part of the contract.
15. Muni University reserves the right to periodically inspect the premises, processes and, if necessary, inspect the books of accounts and other operational or management records.
16. The Successful bidder is obliged not to engage/recruit any person/staff at the unit/facility without issuing a formal letter of appointment.

17. The staff shall be smartly dressed (in uniforms) and easily identified as employees of the Successful bidder's firm, and their identity cards prominently tagged to their clothing. Suppliers of goods and other providers of services to the facility shall be equally identifiable to the security officials of Muni University. Muni University shall reserve the right to restrict and regulate entry and exit of suppliers, service providers and Contractor's staff.
18. The Successful bidder shall not encumber University properties at his/her disposal by way of pledge, hypothecation, mortgage, collateral, charge, lien, lease, leave, license or any other manner.
19. No political or partisan meetings, banners or such other activities that may affect the normal routines of the University and/or conflict with the core values shall not be allowed within the premises allotted to the Successful bidder.
20. No illegal or unlawful activities - such as betting, gambling, substance abuse - shall be allowed inside the Muni University Capacity Building Centre.
21. The Successful bidder shall be expected to give priority to guests and engagements of Muni University in terms of services such as food, beverages, accommodation, conference and other facilities, for which the University will pay as per the applicable rates.
22. The Successful bidder shall maintain the land, buildings, compound and all movable/immovable properties of the University in good condition, and shall compensate Muni University for any damages to such properties - in kind or cash as the situation may be assessed.
23. After expiration of contract period, the Contractor shall surrender possession of all movable and immovable properties covered under the contract to Muni University.
24. The Successful bidder shall not lay claim on any works, supplies or services, previously put-up by him/her during the contract period on behalf of Muni University, at the time of surrendering possession after the expiration of the contract.
25. The Successful bidder shall take possession of all the movable articles belonging to him/her at the time of handing over the unit to Muni University; failure of which the properties will be disposed of by Muni University as deemed fit without further notice to contractor.
26. The University will not be vicariously liable for any act of the Successful bidder, who shall alone be liable for violation of any law. The contractor is bound by the contract to indemnify Muni University from all claims.
27. On the expiry of the contract, the contractor shall handover to Muni University all articles which were entrusted to his/her firm in good conditions.
28. Muni University shall review and re-advertise the contract to manage the Muni University Capacity Building Centre during the third year of management, ensuring that a new contract is in place before expiry of the existing one. Any incumbent service provider or

contractor shall be eligible to reapply for reconsideration, subject to a satisfactory performance record.

29. In case of any dispute, Muni University and the Successful bidder shall resolve the dispute in accordance with the provisions of the PPDA Act (2014), as amended.
30. In addition to the general security provided for the University premises, the Successful bidder shall provide specific security for the in-guests and general users of the Muni University Capacity Building Centre, if deemed necessary.