



**PROMOTING ENVIRONMENTALLY SUSTAINABLE COMMERCIAL AQUACULTURE  
IN UGANDA PROJECT  
(UG/FED/2016/008-334)**

**INFORMATION MEETING/ SITE VISITS**

**WORKS CONTRACT NOTICE - DESIGN AND BUILD OF LAND-BASED POND AQUACULTURE PARK AT  
TARAGOLI, APAC DISTRICT**

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**APAC**

**03<sup>rd</sup> October, 2019**

**Prepared by: Project Management Unit (PMU), Entebbe**

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## 1.0 Introduction

The Information meeting and/or site visit was convened in line with the Contract Notice section 13 and further more in accordance with the instruction to tenders' section 12 -time table.

Under the Instruction to tenders, potential tenderers are obliged **to visit and inspect the site** for purposes of assessing at its own reasonability, expense and risk factors necessary for preparation of its tender.

All tenders who attend site meeting are issued with a certificate of attendance which is one of the initial documents to verify prior to tender evaluation.

To this aim, the land-based pond aquaculture park site and clarification meeting was held on 03<sup>rd</sup> October 2019 starting at 10:00 am in Apac District hall and later travelled to the actual site at Taragoli, Apac District. The final site meeting was held at Juddins Hotel, in Apac district starting at 12.30hrs

The meeting was attended by the National Authorising Officer (NAO) –EDF, Ministry of Finance, Planning and Economic Development (MoFPED) of Uganda, the Project Technical Assistance Team, Ministry of Agriculture Animal Industry and Fisheries, Apac District Local Government. In addition, representatives of the Ministry of Water and Environment, Depart of Survey and Mapping, Chief Government Valuer, National Environment Authority (NEMA), Apac cultural leaders and local press media.

The minutes of the meeting and issues raised during the clarification were captured and in addition the issues raised before the **Deadline for request for any additional information from the Contracting Authority** as stipulated in the instruction to tender 15<sup>th</sup> October 2019 were equally captured and hereto published on websites of NAO & EUD.

In all, a total of 09 (Nine) potential tenderers attended the meeting and they were issued with certificate of attendance by the contacting party/MoFPED.

### Opening remarks- Deputy CAO – (Emmanuel Awilo)

- The Deputy Chief Administrator (CAO) officially welcomed all stakeholders and appreciated the support from MAAIF, NAO and EUD.
- He reaffirmed availability of land, willingness and support of the project affected persons and the District commitment to the entire Aquapark Investment.

### Remarks Project coordinator (Paul Omanyi Bwire)

- The project coordinator welcomed all the participants and emphasized the importance of the meeting as provided for in the tender dossier.
- He further informed the meeting that total project area is 200 hectares out of which 60ha were planned for phase one implementation for which the design and Build tender dossier was launched
- He also noted that bidders are free to conduct individual site visits to acquaint themselves with the area; however, this should be done through the Project Coordinator and the CAO for effective coordination
- He assured the stakeholders of the Government's commitment to invest in AquaParks, which is under the overall government policy thrust of commercialization of value chains for agro industrialisation
- He stressed that the project is a Design & Build contract, with tight timelines as foreseen in D+3; which is the final date of signature for Project Contracts which falls 3 years after the Project's start date and 3 years of implementation was upon the project.

- He further noted [several](#) preliminary studies that were carried out [several](#) to inform the process and these include; Site Suitability Study, Environmental Social Impact Assessment, Topographic survey, [L](#)and survey.
- He finally advised the tenderers to study the tender dossier and respect deadlines therein.

#### **Remarks by [NAOQA](#) (-Ms. -Ruth Kato)**

- The National Authorising Officer ([NAO](#)) represented by Ms Ruth Kato, thanked the stakeholders for [heeding](#) to the call for the information session meeting and informed them that two officials from MoFPED are participating in the process.
- The officer re-echoed D+3, stating that it was upon the team and noted that it is vital that we beat the deadline.
- She emphasised that all processes relating to the acquisition of land are complete and [the](#) Government of Uganda released the first batch of compensation for Kalangala and in the second quarter monies for Apac land will be released too and therefore compensation will commence.
- She informed bidders of a form that needed to be filled as part of procedure to ensure compliance which, if not filled, she cautioned meant automatic disqualification.
- The filled form is proof that a bidder participated in the site visit and information session and should be annexed to ~~the~~[their](#) tender document [submission](#).

#### **Remarks- Resident District Commissioner (RDC- Beatrice .....)**

- The RDC assured MAAIF, EU and [NAOQA](#) that [a](#) sensitization meeting had been held to inform the community about the site meeting and overall, they are anxious to receive and commence ~~and~~ the project, ~~to~~
- She re-echoed that security will always be provided and that the project would operate in a very peaceful environment.
- At this point, the RDC adjourned the meeting for the site visit by the stakeholders.

#### **Site visit – Tarogali & Tebok**

- RDC Apac welcomed all to the site and requested the LC3 chairman local council (~~LC3~~) to address the stakeholders and the bidders
- The LC3 chairman welcomed all and assured the meeting of total acceptance and commitment of the community to the project.
- -He shared his telephone contact, 0754\_422\_617 with the audience for effective coordination and transparency of the process.
- At this point, the surveyors were invited to [lead](#) the tenderers to the site and during the tour they identified 3 points of land demarcations and tenderers agreed to get back to the meeting venue and requested the project to share coordinates for their individual follow up.

#### **COMMENTS & QUESTIONS FROM PARTICIPANTS**

- The -session was chaired by the Deputy CAO
- Clarifications to questions were responded to by NAO and PMU and these are indicated in Annex 1 hereto attached.

#### **CLOSING REMARKS- RDC**

- She thanked all the stakeholders for participating in the information session and site visit for the development of the AquaPark in Apac.

- She expressed gratitude to the Ministry of Agriculture Animal Industry and Fisheries (MAAIF), Ministry of Finance Planning and Economic Development and the European Union for wisely selecting and piloting the project in Apac out of the other communities in the country.
- In addition, she pledged to offer security and total commitment from the district to the project during implementation process and ensure it is successful.
- She furthermore appreciated the level of transparency leading to good communication flow that ensures that the community is informed on the various processes taking place within the project.
- The meeting was officially closed at 14.19hrs.

**ANNEX 1 Questions & Answers from Information Session at Apac Aquapark site, on 03<sup>rd</sup> October 2019**

No.	QUESTIONS	ANSWERS
1.	The D&B <del>Contract bidding period</del> is <del>proposed</del> <del>purposed</del> for a period of time <del>(45 days)</del> , one month <del>(from this meeting date)</del> doesn't seem enough to prepare the tender documents for submission. Is it possible to allocate more time?	<ul style="list-style-type: none"> <li>The time allocated is <del>deemed</del> sufficient <del>and has been agreed by the NAO (Contracting Authority)</del> to <b>review preliminary designs and prepare final bids</b><del>detailed design of the aquapark</del>. There is a preliminary design in the tender dossier as foreseen under section 7 of the technical specifications <del>for guidance</del>.</li> </ul>
2.	Can a map with boundaries be shared?	<ul style="list-style-type: none"> <li>-The site map with boundaries<del>iesy</del> and the coordinates are hereto attached on the websites for onward reference.</li> </ul>
3.	The <del>r</del> oad connecting to the site needs to <del>be</del> worked on for <del>allow better eau</del> access.	<ul style="list-style-type: none"> <li>Apac DLG has appropriated funds under the budget of the Financial year 2019/20 to construct roads and this particular section will be part of the priority roads.</li> </ul>
4.	A couple of documents were mentioned indicating preliminary studies done. Can these documents be shared?	<ul style="list-style-type: none"> <li>All approved preliminary studies are hereto on the website for onward reference</li> </ul>
5.	<del>Shade-Shed</del> light -on Pre-financing Article 46 <del>in-of under</del> the <del>-contract</del> conditions	<p><b>Article 46 - Pre-financing</b></p> <p>46.1. If the Special Conditions so provide, pre-financing may be granted to the Contractor, at its request and before the first interim payment takes place, for operations connected with the implementation of the tasks, in the cases listed hereinafter:</p> <p>a) as a lump-sum advance enabling it to meet expenditure resulting from the commencement of the contract;</p> <p>b) as pre-financing for the purchase or order of:- materials, Plant, equipment, machines, tools and of any other substantial prior expenses such as the acquisition of patents or study costs, necessary for the execution of the contract. A proof of the conclusion of such purchase or order shall be provided by the Contractor to obtain the pre-financing.</p>

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		<p>46.2. The Special Conditions shall state the amount of the pre-financing which shall not exceed:</p> <ul style="list-style-type: none"> <li>a) 10% of the original contract price for the lump-sum referred to in Article 46.1 (a) and</li> <li>b) 30 % of the lump-sum part of the contract for all other pre-financing referred to in Article 46.1 (b) and corresponding to this lump-sum part;</li> <li>c) 20 % of the unit-price part of the contract for all other pre-financing referred to in Article 46.1 (b) and corresponding to this unit-price part.</li> </ul> <p>46.3. No pre-financing shall be granted until:</p> <ul style="list-style-type: none"> <li>a) the signature of the contract;</li> <li>b) provision of the performance guarantee in accordance with Article 15;</li> <li>c) provision, for the full amount of the pre-financing, of a financial guarantee issued in accordance with Article 15.3 which shall remain effective until the pre-financing has been completely repaid by the Contractor out of interim payments under the contract unless otherwise provided for in the Special Conditions;</li> <li>d) fulfilment of the Contractor's obligation under article 16;</li> <li>e) approval of the programme of implementation of tasks by the Contracting Authority's Representative.</li> </ul> <p>46.4. The Contractor shall use the pre-financing exclusively for operations connected with the implementation of the tasks. Should the Contractor misuse any portion of the pre-financing, it shall become due and repayable immediately and no further pre-financing payments will be made.</p> <p>46.5. Should the pre-financing guarantee cease to be valid and the Contractor fail to re-validate it, either a deduction equal to the amount of the pre-financing may be made by the Contracting Authority from future payments due to the Contractor under the contract, or the Contracting Authority may apply the provisions of Article 15.6.</p> <p>46.6. If the contract is terminated for any reason whatsoever or the contractor has not repaid the pre-financing on request, the guarantees securing the pre-financing may be invoked</p>
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		<p><b>August 2018</b> Page 46 of 64 ddb5p_annexgc_DB_en.docx</p> <p>Forthwith in order to repay the balance of the pre-financing still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.</p> <p>46.7. The pre-financing guarantee provided for in Article 46 shall be released as and when pre-financing is repaid.</p> <p>46.8. Further conditions and procedures for granting and repaying pre-financing shall be as laid down in the Special Conditions.</p>
6.	Though sensitization has been done, there will be more need for community engagement and sensitization.	<ul style="list-style-type: none"> <li>Community sensitization in the project host communities is an activity provided for in the implementation of the EU approved Multi Annual Operational Programme Estimate (MAOPE) -FED/2018/397-275. This is not within the scope of the tender dossier but it is an activity that will be implemented under the project framework</li> </ul>
7.	How is the project going to be operated when the construction of the Aqua-Park is done?	<ul style="list-style-type: none"> <li>The project is going to be <del>ran-operated</del> under <del>the-a</del> PPP approach, <del>h</del>However, for this particular issue refer to VOLUME 2, SECTION 3, SPECIAL CONDITIONS specifically Article 58- Tests on completion and Article 61- Defects liability</li> </ul>
8.	Does this contract have the VAT component as a D&B?	<ul style="list-style-type: none"> <li>Refer to volume 2 section 7 under Article 31 Annex IV to the Cotonou Agreement</li> <li>In addition, all <del>government</del> exempted VAT from all <del>donor</del> funded programs including EU projects, however, Withholding TAX and PAYE have to be paid.</li> </ul>

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#### Additional clarifications submitted after the site meeting and response

No.	QUESTIONS	ANSWERS
1	We would like to clarify if the budget proposed in Volume 3 Technical Specifications is to cover Phase 1 or to cover 60 acres? This is based on the Project Clustering drawing showing that Phase 1 will be over 100 Acres which contradicts the information shared on site in which we understood that 60 Acres will be covered in Phase 1.	<ul style="list-style-type: none"> <li>Phase 1 comprises of Blocks A, B, C, D &amp; E totalling to 60ha. Please refer to Land use site plan on page 14 of <i>Volume 3 Technical Specifications</i></li> </ul>
2	Based on the above we would like to know what exact areas are to be covered in Phase 1 of the project?	<ul style="list-style-type: none"> <li>Please refer to Land use site plan on page 14 of <i>Volume 3 Technical Specifications</i></li> </ul>

3	We would like to request that the detailed topography drawings are shared in order to support technical planning and budgeting.	<ul style="list-style-type: none"> <li>• Apac Survey Map and Apac Topographic map files attached</li> </ul>
4	We would like to request that the detailed site layouts, project clustering and planned infrastructure drawings are shared for planning and technical purposes.	<ul style="list-style-type: none"> <li>• The bidder is expected to innovate for optimum output, the project clustering indicated on page vi, should be read in conjunction with Land use drawing on page 14 of <i>Volume 3- Technical Specifications</i>.</li> </ul>
5	We would like to request for the project feasibility and planning documents mentioned during the site visit and clarification meeting on 3rd October 2019.	<p>The following project documents are uploaded on- the websites</p> <ul style="list-style-type: none"> <li><a href="#">i. Feasibility study to design, cost and operationalize model commercial aquaculture parks in Uganda, 2013</a></li> <li><a href="#">ii. Preliminary Design and Detailed Feasibility Study for Apac (2019)</a></li> <li><a href="#">iii. Site suitability report</a></li> <li><a href="#">iv. Topo survey</a></li> <li><a href="#">v. Land survey</a></li> </ul>
6.	Having gone through the tender dossier the project budget as per 8.1 of particular specifications seems to be insufficient to cover the works	Refer to general conditions under article 37

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ANNEX 1: Adopted Agenda



Republic of Uganda



**Support to Promoting Environmentally Sustainable  
Commercial Aquaculture Project in Uganda**

Proposed program for the Apac aquaculture parks' site visits and Clarification meetings scheduled for 3<sup>rd</sup> October 2019

**AGENDA**

<b>Time</b>	<b>Activity</b>	<b>Responsible</b>
08:00 – 08:30am	Congregate in Apac District Hall	Thematic leader/DFO team
8.30am- 9>00	Travel to site from Apac	All
09:00 – 12:00pm	Carry out site visit – Tarogali & Teboke	PMU/ TAT

12.00- 12.30pm	Travel back & re-congregate at <del>Juddins</del> Juddins – Hotel, Apac	All
12:30 – 1:00pm	Opening Remarks -Meeting	<ul style="list-style-type: none"> <li>• Apac DLG</li> <li>• MAAIF</li> <li>• NAO</li> <li>• EUD</li> </ul>
1:00pm- 2:00pm	Questions and answers	PMU/TAT/STEs
2:00pm	Lunch	Thematic team leader/DFO
3:30pm	Departure	All

[Attendance list of tenderers](#)

[ANNEX 2: BIDDERS LIST](#)

<u>NO</u>	<u>NAME</u>	<u>COMPANY</u>	<u>CONTACT</u>
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1.	<u>Namuddu Victoria</u>	<u>3Ms Investments Ltd</u>	<u>0774442493/0782952470</u> – <u>ynamuddu@gmail.com/ojokmicheal82@gmail.com</u>
2.	<u>Bongomin Robert Donald</u>	<u>Tic Lokere Enterprises Ltd</u>	<u>0772593599 – ticlokere.entltd@yahoo.com</u>
3.	<u>Isaac Atemu</u>	<u>Hardscreen Logistics Ltd</u>	<u>0782666033/07044216884 – isaacalemu@gamil.com</u>
4.	<u>Richard Kudeeba</u>	<u>Owan mwan Aquaculture Ltd</u>	<u>0702620094</u> – <u>richardkudeeba@yahoo.com/Omalaquatech@yahoo.com</u>
5.	<u>Mischereko David</u>	<u>Summit Project</u>	<u>0701205295 summitlimited@gmail.com</u>
6.	<u>Kim Hyong Sul</u>	<u>Young Jin Construction Ltd</u>	<u>0776671827 yjuganda2017@gmail.com</u>
7.	<u>Wamozel Juliet Mugidde</u>	<u>Excel construction Ltd</u>	<u>0434122068/69 excel@excelconstruction.org</u>
8.	<u>Samson Kizza</u>	<u>Asigma capital advisory Services</u>	<u>0392159560/ 0772866057</u> <u>samson.kizza@asigmacapital.com/info@asigmacapital.com</u>
9.	<u>Jacob Otema</u>	<u>Engpro International Limited</u>	<u>0393903001/0772900802</u> <u>ben.o@engprointernational.com/info@engprointernational.com</u>





