AFRICAN DEVELOPMENT FUND

UGANDA

IMPROVEMENT OF HEALTH SERVICES AT MULAGO NATIONAL REFERRAL HOSPITAL AND THE CITY OF KAMPALA

PROJECT PREPARATION FACILITY

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HEALTH DIVISION
HUMAN DEVELOPMENT DEPARTMENT

OSHD.3
JANUARY 2009
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## ANNEXES

- ANNEX I – Map of Uganda
- ANNEX II – Letter of Agreement for the Project Preparation Advance
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- ANNEX IV – Terms of Reference

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1. INTRODUCTION

1.1 Background

1.1.1 In 1986 the Government of Uganda (GOU) sent a request to the Bank Group for support of the health sector through a loan to rehabilitate key hospitals including Mulago Hospital whose services had greatly deteriorated during the war. The Bank under the Health Services Rehabilitation Project which was satisfactorily completed in 2002 did the full rehabilitation of upper Mulago and only minor works at lower Mulago. Upper Mulago comprised many single storey buildings dating from the early 1900s which were subsequently remodelled to include an assessment centre and specialised services. Lower Mulago is mainly a six storey building dating from the 1960s consisting of out patient department, male and female admission wards, maternity wards, operating theatres, etc. The Mulago Hospital Complex is a national referral and teaching hospital with a bed capacity of 1,500 with an average occupancy rate of over 100%. The hospital is not able to function fully as a national referral and teaching hospital since it is also serving as secondary facility because there are no district hospitals in the municipality of Kampala.

1.1.2 Following a request from Government to fund the rehabilitation and expansion of Mulago National Referral Hospital in Kampala, the Bank fielded an identification mission in November 2008. The mission held various consultative meetings with senior Government officials including Mulago Hospital Management Team, donor agencies in the health sector and other stakeholders, and ascertained the prevailing situation at Mulago Hospital and in Kampala City in general. The referral system is non functional, hospital equipment in lower Mulago in particular is old and poorly maintained while the buildings are in a dilapidated state. The proposed rehabilitation and extension of Mulago Hospital is within the context of the second Health Sector Strategic Plan (HSSP II, 2005/06-2010/11) which is being implemented under a SWAp arrangement. The overriding priority of HSSP II is the fulfilment of the health sector’s contribution to the Poverty Eradication Action Plan (PEAP) and the MDG related goals.

1.1.3 Kampala City with a population of approximately three million is served with:
- 2 Health Center IVs\(^3\) namely, Kawempe and Naguru, the latter is being upgraded into a General 100 bed hospital
- 6 Health Center III\(^3\) namely, Kawala, Kitebi, Kiruddu, Kampala Dispensary, Komamboga and Namuwongo
- 2 Health Center IIs\(^1\) namely, Kiswa and Kisenyi
- 5 private not for profit hospitals i.e. Nsambya, Rubaga, Mengo, Kibuli and Old Kampala
- 10 Private hospitals for profit
- 1 Prison Hospital at Murchison Bay and 1 Police Hospital at Nsambya
- 500 private clinics of varying size and scope of service

1.1.4 The mid-term review of HSSP II revealed that the sector has not achieved a number of the targets set and is unlikely to meet a number of 2009/10 targets. The HSSP II and the ‘Master Plan for Accelerating Performance in the Health Sector’ emphasize the need to rehabilitate the dilapidated infrastructure of Mulago Hospital, strengthen the peripheral health services (health centres) in Kampala City, provide support to health sector reform such as autonomy of Mulago Hospital, referral health care delivery systems, human resources management, planning and

\(^1\) HC II – Mainly Out Patient; \(^2\) HC III – HC II plus admission wards; \(^3\) HC IV – HC III plus operating theater.
management capacity and infrastructure and equipment maintenance. The peripheral services will need to be upgraded to provide Primary Health Care services (mostly mother and child care) which are currently being provided at Mulago Hospital. In order to address these issues systematically it was agreed that there is need to undertake a detailed assessment of infrastructure improvement and expansion requirements at Mulago Hospital and the health centres, review the referral system as well as the organisation of services within Kampala in general and Mulago Hospital in particular. These are the activities for which the Government has submitted a Project Preparation Facility (PPF) request.

1.2 Project Objectives

1.2.1 The health sector goal of GOU is to reduce morbidity and mortality from the major causes of ill-health and the disparities therein. The objective of the PPF is to undertake an assessment of the status (condition survey) of Mulago Hospital and Health Centres in Kampala in order to establish the rehabilitation and expansion requirements as well as review the organisation of the referral system and make appropriate recommendations.

1.2.2 The objective of the proposed project is to improve access of the population of Kampala city to quality health care services and the tentative components will be as follows:

(i) Strengthen Referral Health Services in Kampala (i.e. Rehabilitation of clinical services at Lower Mulago, diagnostic services, provision of medical equipment and furniture);

(ii) Strengthen Maternal and Child Health Services in Kampala (upgrading health centres (4 No.) to include outpatient and inpatient services including reproductive health services); and

(iii) Support to Health Sector Reforms (autonomy of Mulago Hospital, health systems including the referral health system, human resources management, maintenance of infrastructure and equipment, planning and management capacity, monitoring and evaluation, etc).

1.3 Justification for the use of PPF Advance

1.3.1 The GOU is committed to addressing the issues in the health sector in order to reverse the decline in health service delivery. It is against this background that the Government developed HSSP I and HSSP II to which the Bank contributed significantly in order to improve the service delivery in a focussed and coordinated manner. However, the problem with respect to physical infrastructure and referral system needs to be addressed. The referral system is ineffective and complicated cases from health centres are referred directly to Mulago Hospital. The Infrastructure Department in the Ministry of Health and the Maintenance Department at Mulago Hospital, responsible for health infrastructure in general and Mulago Hospital respectively, are generally understaffed and have a limited budget. With regards to the proposed project, these two departments are unable to undertake pre and post-contract services. Therefore, these services will have to be outsourced to consultants and they will play a coordinating role by designating relevant staff to supervise the consultants. To better deal with needs assessment in consultation with other donors, the Bank’s intervention which will focus on the city of Kampala will complement what other donors such as World Bank are doing in infrastructure development in other regions. The Ministry of Health (MOH) will submit the detailed infrastructure development plan to the Bank before the project preparation mission is undertaken.
1.3.2 One of the major lessons from the on-going Support to the Health Sector Strategic Plan Project II (SHSSPP II) is chronic delays in the implementation of construction activities because the design and tender documents needed to be prepared after project approval. The whole process of hiring consultants to do the design work and prepare tender documents usually takes a long time. Furthermore, the cost estimates prepared show that the cost will be more than the budget in the appraisal report, thereby resulting in a considerable reduction in the scope of work. Therefore, in order to enhance quality at entry during project implementation for the infrastructure development, there is need to undertake the necessary pre contract services such as preparation of detailed designs, cost estimates and tender documents. In this regard, it is important that the Bank Group assists the GOU to undertake the assessment of the rehabilitation and expansion requirements for Mulago Hospital and the Health Centres in Kampala City as well as review and streamline the referral system. Hence, the provision of the PPF which is intended to help the GOU to undertake the upstream activities as an integral part of the bigger project for which the Bank has already set aside an amount of UA 40.00 million under ADF XI for Board presentation in the first quarter of 2010.

2. PROJECT DESCRIPTION

2.1 Description of Preparatory Activities

2.1.1 The existing infrastructure at lower Mulago Hospital is in a dilapidated state and inadequate. The HC IVs in Kampala city are equally inadequate to cater for the challenges of primary health care services. Patients bypassing lower level facilities are causing congestion at Mulago Hospital. This is partly due to the fact that the facilities are generally in a poor state. The preparatory activities to be undertaken will need the services of a consulting firm comprising key personnel including architects, quantity surveyors, services engineers, civil/structural engineer, public health specialists, environmentalist, gender specialist, and biomedical engineer over an estimated period of five (5) months. The assignment to be undertaken will include:

A. Review of the Kampala Health System

2.1.2 The consulting firm (using the expertise of its two consultants, i.e., one specialist in hospital management and a medical doctor with wide experience in health system management) will undertake the following:

(i) an assessment of the current and projected demand for health care in the city of Kampala in primary, secondary and tertiary care and proposals on options and guidance for Bank’s interventions;

(ii) analyze the referral and counter-referral system in the Kampala city in general and in Mulago hospital in particular by reviewing the guidelines and protocols for the referral system in Kampala city and referral from the regional level to Mulago Hospital and make appropriate recommendations for effecting a workable system; and

(iii) review the management structure, human resources, organisation of services, operation procedures and recommend an appropriate effective management system for the autonomy of Mulago Hospital.
B. Pre Contract Services

2.1.3 The assessment will include Mulago National Referral Hospital and primary health care facilities (HC IVs) in Kampala. Detailed terms of reference for the assignment are attached in Annex IV and in summary the activities to be undertaken are as follows:

(i) To undertake a condition survey, preliminary and detailed designs for rehabilitation and expansion requirements, prepare detailed tender documents including Bill of Quantities and cost estimates, drawings, specifications and standard bidding documents ready to launch the tendering process.

(ii) Assess the status of the current equipment and furniture and prepare detailed equipment and furniture lists including specifications to be procured.

(iii) Prepare maintenance procedures for both equipment and buildings and train hospital staff accordingly.

2.2 Expected Outputs

The expected outputs are the following:

(i) an assessment report on the current and projected demand for health care in the city of Kampala including Mulago hospital and proposed options for the Bank;

(ii) revised guidelines for the referral system, a complete report on the management system and the organization of services at Mulago hospital;

(iii) detailed design reports and tender documents which will include standard bidding documents, bills of quantities, technical specifications and drawings for rehabilitation and extension of Mulago Hospital and four (04) HC IVs in Kampala city. These will be detailed enough to be used at the on set of the project;

(iv) maintenance procedures manuals for equipment, furniture and buildings in general;

(v) detailed equipment and furniture lists including specifications; and

(vi) conclusions and recommendations including options, cost estimates and next steps.

3 ESTIMATED COST FOR PREPARATORY ACTIVITIES

3.1 Detailed cost estimates

The total cost of the assignment, net of taxes and customs duties, is estimated at USD 0.809 million, i.e., UA 0.526 million, of which UA 0.473 million is in foreign exchange and the equivalent of UA 0.053 million is in local currency. For the purpose of costing, all items have been priced in US dollars and converted into Units of Account at the exchange rate applicable at the Bank for the month of January 2009. The cost estimates are based on existing consultant services rates in the sub region and include both physical and price contingencies set at 2% and 3.5 % respectively. A summary of cost estimates for the assignment by component is given in Table 3.1 below.
Table 3.1: Detailed Project Costs in USD

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit cost</th>
<th>Total Cost</th>
<th>FE</th>
<th>LC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Team leader</td>
<td>p/month</td>
<td>3</td>
<td>15,000.00</td>
<td>45,000.00</td>
<td>45,000.00</td>
<td></td>
</tr>
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<td>Architect (2)</td>
<td>p/month</td>
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<td>10,000.00</td>
<td>60,000.00</td>
<td>60,000.00</td>
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</tr>
<tr>
<td>Services Engineers (3)</td>
<td>p/month</td>
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<td>75,000.00</td>
<td>75,000.00</td>
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</tr>
<tr>
<td>Quantity Surveyor (2)</td>
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<td>10,000.00</td>
<td>60,000.00</td>
<td>60,000.00</td>
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</tr>
<tr>
<td>Civil/Structural Engineer</td>
<td>p/month</td>
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<td>10,000.00</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>Urban Planner</td>
<td>p/month</td>
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<td>10,000.00</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td></td>
</tr>
<tr>
<td>Environmentalist</td>
<td>p/month</td>
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<td>10,000.00</td>
<td>15,000.00</td>
<td>15,000.00</td>
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</tr>
<tr>
<td>Gender Specialist</td>
<td>p/month</td>
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<td>10,000.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
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<td>Biomedical Engineer</td>
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<td>30,000.00</td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>Health Specialists (2)</td>
<td>p/month</td>
<td>6</td>
<td>15,000.00</td>
<td>90,000.00</td>
<td>90,000.00</td>
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<td>AutoCAD Technicians (3)</td>
<td>p/month</td>
<td>6</td>
<td>5,000.00</td>
<td>30,000.00</td>
<td>30,000.00</td>
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<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>460,000.00</strong></td>
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<tr>
<td>Overheads and profit</td>
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<td><strong>230,000.00</strong></td>
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<tr>
<td><strong>Sub Total Services</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>690,000.00</strong></td>
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<td></td>
</tr>
<tr>
<td>Operating Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication lumpsum</td>
<td>lumpsum</td>
<td>1</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<td>Printing &amp; reproduction lumpsum</td>
<td>lumpsum</td>
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<td>25,000.00</td>
<td>25,000.00</td>
<td>25,000.00</td>
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<tr>
<td>Vehicle hire day</td>
<td>day</td>
<td>90</td>
<td>280.00</td>
<td>25,200.00</td>
<td>25,200.00</td>
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<tr>
<td>Air tickets nos</td>
<td>nos</td>
<td>8</td>
<td>2,000.00</td>
<td>16,000.00</td>
<td>16,000.00</td>
<td></td>
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<tr>
<td>GOU Coordination</td>
<td>month</td>
<td>3</td>
<td>2,000.00</td>
<td>6,000.00</td>
<td>6,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>Sub total Operating Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>77,200.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>767,200.00</strong></td>
<td><strong>690,000.00</strong></td>
<td><strong>77,200.00</strong></td>
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<tr>
<td>Physical Contingency</td>
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<td></td>
<td><strong>15,344.00</strong></td>
<td><strong>13,800.00</strong></td>
<td><strong>1,544.00</strong></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>782,544.00</strong></td>
<td><strong>703,800.00</strong></td>
<td><strong>78,744.00</strong></td>
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<tr>
<td>Price Contingency</td>
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<td></td>
<td><strong>27,389.04</strong></td>
<td><strong>24,633.00</strong></td>
<td><strong>2,756.04</strong></td>
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<td><strong>Grand Total (USD)</strong></td>
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<td></td>
<td></td>
<td><strong>809,933.04</strong></td>
<td><strong>728,433.00</strong></td>
<td><strong>81,500.04</strong></td>
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<td>In Units of Account (UA)</td>
<td>Rate</td>
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<td></td>
<td><strong>525,838.35</strong></td>
<td><strong>472,925.53</strong></td>
<td><strong>52,912.83</strong></td>
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</tbody>
</table>

3.2 Financing plan
The assignment will be financed by the PPF and the GOU. The PPF will finance USD 769,436.39 (UA 500,000), i.e., 95% of the total costs. The PPF contribution will cover 100% of the F.E. and 50% of the L.C., while the GOU contribution of USD 40,496.65 (UA 26,000) will finance 5% of the total cost, all of which are local costs. The proposed financing plan for the assignment is indicated in the table below:

Table 3.2: Sources of Finance (UA Million)

<table>
<thead>
<tr>
<th>Source</th>
<th>F.E.</th>
<th>LC</th>
<th>Total</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPF</td>
<td>0.473</td>
<td>0.027</td>
<td>0.500</td>
<td>95%</td>
</tr>
<tr>
<td>GOU</td>
<td>0.000</td>
<td>0.026</td>
<td>0.026</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td>0.473</td>
<td>0.053</td>
<td>0.526</td>
<td>100%</td>
</tr>
<tr>
<td>% of the total</td>
<td>90%</td>
<td>10%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
4. PROCUREMENT

All procurement of goods and acquisition of consulting services financed by the Bank will be in accordance with the Bank’s *Rules of Procedure for Procurement of Goods and Works* or, as appropriate, *Rules of Procedure for the Use of Consultants*, using the relevant Bank Standard Bidding Documents.

Services: The services of the consulting firm for the pre-contract services, including the review of the referral system in total valued at UA 0.526 million, will be procured through competitive bidding using the Quality and Cost Based Selection (QCBS) method.

5. IMPLEMENTATION SCHEDULE

5.1 The processing of the PPF from Board approval up to completion of the implementation of the consultancy services will take a period of about twelve (12) months and the tentative timing for the various activities are summarized as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Beginning</th>
<th>End</th>
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<tr>
<td>Board approval</td>
<td>ADF</td>
<td>15/05/2009</td>
<td>31/05/2009</td>
</tr>
<tr>
<td>Signing of letter of agreement</td>
<td>ADF</td>
<td>01/06/2009</td>
<td>15/06/2009</td>
</tr>
<tr>
<td>Preparation of RFP and Shortlist</td>
<td>Government/ADF</td>
<td>01/06/2009</td>
<td>30/06/2009</td>
</tr>
<tr>
<td>Issuance of RFP</td>
<td>Government</td>
<td>01/07/2009</td>
<td>30/07/2009</td>
</tr>
<tr>
<td>Evaluation of proposals</td>
<td>Government</td>
<td>01/08/2009</td>
<td>31/08/2009</td>
</tr>
<tr>
<td>Implementation of Services</td>
<td>Consultants/GOU</td>
<td>01/10/2009</td>
<td>31/03/2010</td>
</tr>
<tr>
<td>Submission and Approval of Final Reports</td>
<td>GOU/ADF</td>
<td>01/04/2010</td>
<td>30/04/2010</td>
</tr>
</tbody>
</table>

5.2 The Ministry of Health will be the executing agency for the assignment. The consultancy services will be coordinated through the assistance of the existing Support to Health Sector Strategic Plan Project II (SHSSPP II). A technical committee comprising representatives from the PMU for SHSSPP II, the MOH Planning and Infrastructure Departments and Mulago Management and Maintenance Department will supervise the implementation of the consultancy services. The technical committee shall nominate a focal person to coordinate activities on a day to day basis.

6. FINANCING ARRANGEMENTS

6.1 Refinancing and Repayment of the Advance

The Improvement of Health Services at Mulago National Referral Hospital and the City of Kampala Project will be funded by the ADF. The refinancing and repayment of the advance will be made in accordance with the financial measures applicable to PPF advances.
6.2 Suspension of Disbursement of PPF Advance

Should it become necessary to suspend disbursement of the PPF advance, the suspension will be in accordance with the guidelines on the use of PPF resources.

6.3 Disbursement Method

The direct method of disbursement will be used to pay the Consultant since resources of the advance will solely be used to finance consultancy services.

6.4 Letter of Agreement and Annexes

The draft Letter of Agreement and its annexes (purpose, terms and conditions of the advance and the financial provisions applicable to PPF advances) are presented in Annex 2.

7 CONCLUSIONS AND RECOMMENDATIONS

7.1 Conclusions

The PPF advance requested by the Government of Uganda will be used in financing consultancy services on the preparation of the Improvement of Health Services at Mulago National Referral Hospital and the City of Kampala Project, as described in this Memo. The project for which the consultancy services are envisaged is included in the CSP as part of the cooperation programme of the Bank and GOU under ADF XI. The Government has allocated UA 40.00 million for the project.

7.2 Recommendations

It is recommended that an advance not exceeding UA 500,000 be granted to the Government of Uganda under the ADF loan to finance the services relating to preparation of the Improvement of Health Services at Mulago National Referral Hospital and the City of Kampala Project.
This map has been prepared by the ADB Group’s staff exclusively for the convenience of the readers of the report to which it is attached. The denominations used and the boundaries shown on this map do not imply, on the part of the Group and its affiliates, any judgement on the legal suits of any territory or any endorsement or acceptance of such boundaries.
His Excellency
Minister of Finance, Economic Planning and Development
KAMPALA, UGANDA

UGANDA: Improvement of Health Services at Mulago National Referral Hospital and the City of Kampala Project – Letter of Agreement to grant an advance for project preparation

Honourable Minister

With reference to your letter dated XXX 2009, particularly your request for the financing of consultancy services on the preparation of the project referred to above, we are pleased to inform you that the African Development Fund has favourably considered your request and agreed to grant the Republic of Uganda (hereinafter referred to as the “beneficiary”) an amount of UA 500,000 (five hundred thousand units of account) (hereinafter referred to as the “advance”) to finance some expenditures required by the studies on the preparation of the Improvement of Health Services at Mulago National Referral Hospital and the City of Kampala Project.

The advance is granted for the purposes and under the terms and conditions set out in Appendices I and II attached to this letter.

In confirming the agreement below, the beneficiary declares that it is authorized to contract, withdraw and repay the advance for the purposes, and under the terms and conditions stipulated in the Annexes of this Letter of Agreement.

The amounts withdrawn from the advance will attract an annual 0.75 % service charge in accordance with paragraph 5 of the financial provisions applicable to project preparation advances set out in Appendix II of this Letter of Agreement.

The financing of the preparation activities does not constitute, nor does it imply on the part of the Fund, any commitment to contribute to financing the project referred to in the envisaged study.

We should be grateful if you could confirm, on behalf of the beneficiary, your consent to the provisions above by signing, dating and returning to us the attached copy of this letter. The agreement will come into force on the date it is countersigned by the Fund.

Please accept, Honourable Minister, the assurance of our highest consideration.

AFRICAN DEVELOPMENT FUND

_____________________________     _________________________________

Zeinab EL BAKRI      XXXXXXXXX
Vice-President for Operations  Minister of Finance, Economic Planning and Development

Date: ............................................. Date: ...................................................

ANNEX II
Appendix I

Purpose, terms and conditions of the advance

1. The advance shall be granted for the following activities necessary for the completion of project preparation:
   i) Pre contract consultancy services;
   ii) Consultancy services for the review of the Kampala health system, the referral system and management of Mulago Hospital;

2. The expenditures to be financed as summarized in table 3.1 of the main report.

3. The beneficiary shall:
   i) undertake the preparation activities referred to above with due diligence and efficiency;
   ii) provide as soon as possible the funds, resources, services and all other resources required for the preparation activities;
   iii) communicate to the Fund all information the Bank could reasonably request concerning those activities and the use of the resources of the advance; and
   iv) periodically exchange views with the Fund’s representatives on the progress and results of the activities.

4. The opening of a special account is not envisaged under this advance. Payments for consultancy services will be made through the direct payment method.

5. The beneficiary shall resort to consultants deemed acceptable by the Fund, in keeping with terms and conditions the latter deems satisfactory. The consultants shall be selected in accordance with principles and procedures deemed acceptable by the Fund and in conformity with the Fund’s Rules of Procedure for the use of consultants (2008 edition). The consultants may not be replaced and the terms and conditions of their employment may not be altered without prior agreement of the Fund.

6. The withdrawal, use and repayment of the advance shall be in conformity with the financial provisions applicable to advances for project preparation (“financial provisions”) set out in Appendix III.

7. In conformity with Paragraph 6 of the financial regulations, the advances shall attract a service charge.

8. The date of ____________ is specified for the purposes of Paragraph 6 of the financial regulations. Beyond that date, no withdrawal may be made on the advance, and any amount not withdrawn shall be cancelled unless the Bank has fixed another date for purposes of Paragraph 6.

9. Requests to draw on the advance shall be signed by the Ministry of Finance, Economic Planning and the Budget or any other person designated in writing by the authorized representative of the Government. Authenticated signature specimens of the persons thus designated shall accompany the first request for withdrawal.
Appendix II

Financial provisions applicable to project preparation advances

1. In the current provisions, the term “Fund”, means the African Development Fund (“the Fund”).

2. The Fund shall disburse to the beneficiary (Republic of Uganda) an advance for the preparation of projects to cover the expenditures specified in the letter of agreement on the advance. The beneficiary shall present a written request for withdrawal in the form prescribed by the Fund. The request shall be signed by an authorized representative of the beneficiary and accompanied with documents in support of the expenditures made or, if the Fund agrees thereto, to be made.

3. The advance shall be disbursed in the local currency agreed between the Fund and the borrower, in accordance with the Fund’s disbursement rules.

4. Withdrawals shall be solely made to settle expenditures relating to services or goods from countries eligible by virtue of the Bank’s rules of procedure for the procurement of goods, works and services.

5. As specified by the Fund in the Letter of Agreement relating to the advance, the advance amounts withdrawn and not repaid shall attract a yearly 0.75 % service charge.

6. Withdrawals made from the advance, as well as the service charge due, shall be refunded by the beneficiary in accordance with the following procedures:

   a) Where, prior to or on the date agreed in that regard between the beneficiary and the Fund in the Letter of Agreement on the advance, a loan has been granted by the Fund to contribute to financing a project whose preparation is financed in advance, the advance amount withdrawn and not refunded shall be fully refunded to the Fund. The amount shall comprise the service charge due at the date of refund. The refund shall be made through a withdrawal from the resources of the loan in conformity with the provisions of the agreement governing it, once the agreement comes into force.

   b) Where, at the date indicated in Paragraph (a) above no loan or grant has been obtained, or where at that date or at any later time the agreement governing the TAF loan or grant has expired without becoming effective:

      i) In the event the amount withdrawn from the advance does not exceed UA 20 000, the amount shall be refunded to the Fund by the beneficiary, as well as the service charge due at the time of refund, at the date specified by the Fund in the notification addressed to the beneficiary; at all events, this date may not be less than 60 days after the date on which the notification is communicated; and

      ii) In the event the amount withdrawn from the advance exceeds UA 20 000, the amount shall be refunded by the beneficiary in three equal annual tranches of the principal, to which will be added the service charge due on the amount, following the amounts and the dates specified
by the Fund in the notification addressed by the Fund to the beneficiary; at all events, the first tranche may not be released less than 60 days after the date on which the notification is communicated.

7. All payments of the Fund shall be made in the currency of disbursement of the advance or in another currency agreed between the Fund and the borrower for the equivalent amount, in accordance with the disbursement rules of the Fund.

8. The Fund may at any time, through notification addressed to the beneficiary, suspend withdrawals on the advance where any of the following cases of suspension arises: (a) amounts withdrawn have not been used for the purposes agreed between the beneficiary and the Fund; (b) the preparation activities are not conducted in accordance with the standards or methods agreed between the beneficiary and the Fund; or (c) the right of the beneficiary or of any other entity to which the Fund has granted a loan with the beneficiary’s guarantee to make withdrawals by virtue of a TAF loan or grant agreement concluded with the Fund, has been suspended.

9. Any time after the suspension of the withdrawals on the advance in accordance with these provisions, the Fund may, by notification addressed to the beneficiary, cancel any amount of the advance not withdrawn.
ANNEX IV

TERMS OF REFERENCE FOR CONSULTANCY SERVICES

IMPROVEMENT OF HEALTH SERVICES IN THE CITY OF KAMPALA

1. Introduction

1.1 The Government of Uganda has received funds from the African Development Bank’s Project Preparation Facility Fund (PPF) for the forthcoming Improvement of Health Services in the city of Kampala Project under the Ministry of Health (MOH). The objective of the proposed project is to improve access of the population of Kampala city to quality health care services.

1.2 It is therefore, intended to use the proceeds to recruit the services of a Consulting Firm composed of Health Specialists and Engineers/Architects with demonstrable relevant experience to carry out the following: (i) to review the Kampala city health system and the management and organization of the Mulago Hospital and (ii) pre contract services including condition survey, detailed designs and tender documentation for rehabilitation and extension of Mulago National Referral Hospital and Primary Health Care (PHC) facilities especially Health Centre IVs (HC IVs) across the city of Kampala.

2 Objectives

The objective of the assignment is to undertake the assessment summarized in paragraph 1.2 above in order to have a clear understanding of the main health challenges in the city of Kampala and to establish and quantify the rehabilitation and expansion requirements. The Firm/Consultant will work with the on going health project Implementation team, the MOH MOH (Infrastructure Division) and Maintenance Department at Mulago in undertaking a condition survey in order to prepare schedules of defects and subsequently a schedule of works for Mulago Hospital and each PHC facility as part of the preparatory work involved in establishing the cost of rehabilitation and upgrading or expansion.

3. Scope of Works

Description of Works

3.1 The services will involve detailed (a) assessment of the Kampala City health system including the referral and counter-reference system as well as the management and organization of the Mulago hospital and (b) design and tender documentation phases for Mulago Hospital and Health Centres in Kampala.

Scope of Services

3.2 The Consultant (using one medical doctor and a hospital management specialist) with a minimum of ten years experience shall provide the following:

A- Review of Kampala city health system, the management and organization of the hospital

(i) a complete review of the Kampala health system;
(ii) an analysis of the referral system to Mulago hospital and the counter referral from Mulago Hospital;
(iii) a proposal of health indicators relevant to the project;
(iv) an analysis of the disease profile in Kampala including the hospital;
(v) the organization of services within the Mulago hospital;
(vi) the review of the existing administrative and financial management system and proposal of a new one that takes into account the health reforms related to the autonomy of the hospital;
(vii) presentation of recommendations and options for Bank’s interventions with costs estimate.

B- Pre contract architectural and engineering services for the rehabilitation and upgrading of Mulago Hospital and Health Centres located in Kampala in accordance with the relevant standards to be agreed upon with the Government of Uganda.

3.3 Duties of the Consultant shall include design phase, tender documentation and preparation of confidential cost estimates. Details of the Consultant’s duties are detailed hereunder.

Design Phase

3.4 The design phase will involve both desk and field work as follows:

- Discuss the client’s requirements including timescale and any financial limits.
- Obtain from MOH (Infrastructure Division) and Maintenance Department at Mulago Hospital as-built drawings if available for the Mulago Hospital and PHC facilities in Kampala.
- Assess the status of the existing buildings and propose rehabilitation and extension in line with the clients’ requirements.
- Review the equipment needs for Mulago Hospital and PHC facilities and prepare schedules for equipment replacement with detailed cost estimates and specifications;
- Produce measured drawings of Mulago Hospital and PHC facilities for which drawings are not available;
- Carry out a condition survey or technical audit of all structures at Mulago Hospital and PHC facilities;
- Produce a schedule of defects and subsequently a schedule of works including extensions and rehabilitation works for Mulago Hospital and PHC facilities;
- Prepare sketch and detailed designs or modify as-built and measured drawings to incorporate new facilities schedules for all facilities;
- Prepare Bills of Quantities and cost estimates for all works to be carried out;
- Prepare technical specifications for the works to be carried out;
- Produce a draft and subsequently a final report on the fieldwork including schedule of defects, schedule of works, working drawings, Bills of Quantities, technical specifications and recommendations for Mulago Hospital and PHC facilities detailed enough to be used for tendering. The report should be discussed and approved by the stakeholders before submission to the Bank.
- Prepare detailed lists, specifications and tender documents for procurement of equipment and furniture.
3.5 Field activities will permit the Consultants to appreciate first-hand the difficulties being encountered by the health manpower with respect to space requirements and equipment. Therefore it is imperative that a thorough assessment of the status of the physical infrastructure is carried out.

Tender Documentation for the civil works and equipment

3.7 The Consultant shall assist MOH in the preparation of documents using the Banks ‘Rules of Procedure for procurement of Goods and Works’. The Consultant among others shall undertake the following services:

- prepare tender documents including drawings, bills of quantities in sufficient detail to enable a contractors and suppliers to prepare a tender,
- Prepare standard bidding documents to be used for tendering in accordance with Bank procedures.
- in conjunction with MOH arrange the final tender documents for the construction of facilities and procurement of equipment and furniture;
- assist the MOH in drawing up detailed implementation schedules for all activities related to construction and rehabilitation of facilities as well as equipment;

Confidential Cost Estimate for the civil work and equipment

3.8 The Consultant shall prepare detailed cost estimates expressed in Ugandan Shillings (UGX) and United States Dollars (USD). The estimates should be based on practical costs prevailing in Uganda, adjusted to reflect conditions in the area of the project and realistic programme of implementation. The consultant’s estimate of the construction period should be stated in months.

4. Staff Requirements for the civil work

Staff

4.1 The work requires a multi-disciplinary firm or a consortium with a team of Architects, Engineers (Civil, structural, electrical and mechanical) and Quantity surveyors adequate to meet the demand of the work. The minimum staff requirement is indicated below; however, it’s incumbent upon the firm to ensure that they provide adequate manpower.

<table>
<thead>
<tr>
<th>Description</th>
<th>Minimum Education</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leader</td>
<td>B.Sc.; Registered Engineer or Architect</td>
<td>Minimum 15 years</td>
</tr>
<tr>
<td>Architects</td>
<td>B.Sc. and registered</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Services Engineer</td>
<td>B.Sc. Registered Engineer</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Quantity Surveyors</td>
<td>B.Sc. and Registered</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Public Health Specialist</td>
<td>M.Sc.</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Biomedical Engineer</td>
<td>B.Sc.</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Civil/Structural Engineer</td>
<td>B.Sc.</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Urban Planner</td>
<td>B.Sc.</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Environmentalist</td>
<td>B.Sc.</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>Gender Specialist</td>
<td>Bachelor of Arts</td>
<td>Minimum 10 years</td>
</tr>
<tr>
<td>AutoCAD Technician</td>
<td>Technician certificate</td>
<td>Minimum 5 years</td>
</tr>
</tbody>
</table>
Duration for all Services (A and B)

4.2 The estimated duration for the services will be six (6) months. Target dates for undertaking the assignment are as follows:

- Contract Award for the firm: M
- Inception Report: M1
- Reports on the Kampala Health System: M1
- Other specific reports (ref to deliverables): M2 & M3
- Draft Design Report/Tender Documents: M4
- Final Detailed Design Report/Tender Documents: M6

5. Reporting and Deliverables

Conduct of Service

5.1 The Consultant shall report to the on-going health project and a committee set up comprising PIU, MOH (Planning Department and Infrastructure Division) and Mulago Hospital identified here as the Client, which will act as the sole liaison between the Consultant and all stakeholders such as the Mulago Hospital and PHC facilities. The Committee’s nominated a lead person, in close consultation or at the request of the Consultant shall arrange consultative meetings with all stakeholders.

5.2 The Consultant shall cooperate fully with the Maintenance Department of the Mulago Hospital and Infrastructure Division which are the technical representatives of the client. The Consultant shall familiarize himself with and comply with all laws, customs and practices in Uganda in relation to the works. The designs will be produced according to current Government technical standards or to those agreed with MOH.

Deliverables

5.3 The consultant shall submit reports and documents (in electronic format and 5 hard copies) from time to time during design and tender documentation as may be required by the client but as a minimum the following:

(i) Inception Report
   The consultant’s detailed programme of activities, preliminary design proposals and preliminary project cost estimates shall be submitted within 30 days of commencement of services.

(ii) A complete global report on the review of the Kampala health system (in M1) and specific reports on the following:
   - the referral system to Mulago hospital and the counter referral from Mulago Hospital (M2);
   - a set of health indicators relevant to the project (M2);
   - a report on the disease profile in Kampala including the Mulago hospital (M1);
   - a report on the organization of services within the Mulago hospital and on existing administrative and financial management system and proposal of a
more performant one taking into account the health reforms related to the autonomy of the hospital (M2);

- recommendations and options for Bank’s interventions with costs estimate (M3)

(iii) Outline Proposals and Scheme Design (M2)

(iv) Draft Design Report and Tender Documents (M4)

(v) Final Detailed Design Report and Tender Documents (M6)

6 Payments

6.1 Payments to the Consultant shall consist of fees, direct costs and other miscellaneous expenses supported by vouchers and receipts scheduled as follows:

<table>
<thead>
<tr>
<th>Instalment</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Advance covered by a Bank Guarantee</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>After submission and approval of deliverables at M2</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>After submission and approval of deliverables at M3</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>Approval of the and approval Final Documents</td>
<td>20%</td>
</tr>
</tbody>
</table>

6.2 The consultancy contract shall be fixed price and no additional payment shall be made as a result of exchange rate fluctuations or price escalation.

7 Responsibilities of Government

7.1 Documents

7.1.1 Government shall furnish the Consultant with all documents relevant to the proposed assignment if available. Such documents shall comprise, but not be limited to, reports on previous studies of the health sector in Uganda, health policy and Strategies, maps, financial, demographic and health service data, geo-technical studies, drawings and designs of existing infrastructure and buildings, standard drawings, specifications and bills of quantities and any other available data and records. Such documents shall be provided to the Consultant timely and free of charge. Where documents are incomplete or lacking, Government shall assist the Consultant in collecting necessary data. Government shall also facilitate contacts between the Consultant and the national and regional authorities, beneficiaries, non-governmental and other stakeholders throughout implementation of the assignment.

7.2 Coordination, Liaison and Assistance

7.2.1 The Executing Agency, MOH (PIU, and multidisciplinary Committee), shall be responsible for; liaison between GOU, the Consultant, and ADF; monitoring of the assignment; forwarding all reports to ADF; and maintaining communications with ADF. The Consultant shall be directly accountable to MOH throughout the implementation of the Assignment.

7.2.2 The Executing Agency shall also make adequate personnel available to assist with any fieldwork as may be required for additional data collection.
7.2.4 The Executing Agency shall be responsible for arranging for office space to be used by the Consultant.

7.3 Privileges

7.3.1 The liability of the Consultant for the payment of taxes and duties, and the granting of any privileges to her by Government shall be as detailed as possible in the proposed contract format attached to the letter of invitation for submissions of proposals. In any case, ADF funds shall not be used for the payment of taxes, duties and other charges.

7.3.2 Government will consider granting the Consultant the following exemptions and facilities and the Consultant shall convey to Government a list of expatriate staff who would benefit from them:

7.3.2.1 privilege to import a reasonable amount of foreign exchange into the country for the purpose of the Assignment and for their personal needs. The foreign exchange thus imported shall be subject to the foreign exchange regulation in-force in the country. At the end of the mission, the Consultant shall have the same exchange facilities to re-export the amount corresponding to the unused balance of emolument received;

7.3.2.2 exemption from immigration restrictions for the Consultant, and accompanying dependants.

7.3.2.3 exemption from custom duties, taxes or any form of levy in respect of:

7.3.2.4 emoluments and salaries received by the Consultant and expatriate staff in connection with implementation of the Assignment;

7.3.2.5 private vehicles, household appliances and personal effects of the expatriate staff;

7.3.2.6 vehicles, machinery, equipment and supplies imported into the country for the purpose of the Assignment.

8. Responsibilities of the Consultant

8.1 In executing the assignment the Consultant shall cooperate fully and liaise with the Executing Agency, all relevant Government and other agencies on matters pertaining to the proposed assignment.

8.2 The Consultant shall exercise all due skill, care and diligence in the performance of his/her services and shall carry out responsibilities in accordance with recognized professional standards. S/he shall take into account relevant comments from the Executing Agency, other Government authorities and non-government agencies and shall be responsible for the accuracy of all data collected, the work, conclusions and recommendations. Adequate manpower shall be provided to complete the assignment within the agreed schedule.

8.3 Remuneration of the Consultant by the Executing Agency in accordance with the Contract Agreement shall constitute the only payments for the services rendered. The Consultant shall not accept commission, discount, allowance or indirect payment or other consideration with or in relation to the Agreement or to discharge of her/his obligations
thereunder. In this connection, the Consultant shall not have the benefit, whether directly or indirectly, of any gratuity or commission in respect of the patented article or protected article or process used on or for the purpose of the Agreement, unless it is mutually agreed in writing.

8.4 Copyright of all documents prepared by the Consultant in connection with the Agreement rests with the Executing Agency. The Consultant may make copies of such documents but shall not use the contents thereof for any purpose unrelated to the services without written approval from the Executing Agency.

8.5 Equipment and materials furnished to the Consultant by the Executing Agency or purchased by the Consultant with funds wholly supplied or reimbursed by the Executing Agency shall be the property of the Executing Agency and shall be so marked. Upon completion or termination of the services, the Consultant shall furnish to the Executing Agency inventories of the equipment and materials referred to above.