



THE REPUBLIC OF UGANDA

## District Road Works

**VOLUME**

**2**

## Contract Documentation Manuals

### Manual A1:

### Contract Documents for Rehabilitation, Periodic Maintenance and Minor Works





## ACKNOWLEDGEMENTS

These manuals have been prepared by the Ministry of Works, Housing and Communications, Uganda.

The aim of the manuals is to complement the Ministry's effort in providing guidance and building capacity of Local Governments to enable them handle their mandated roles in planning and management of the road sector development.

This manual is part of a set titled District Road Works. The set consists of 5 Volumes, each volume comprising a series of manuals covering varying aspects under the following headings:

- |          |  |
|----------|--|
| Volume 1 | Planning Manuals                                   |
| Volume 2 | Contract Management Manuals                        |
| Volume 3 | Implementation and Monitoring Manuals              |
| Volume 4 | Technical Manuals                                  |
| Volume 5 | District Administrative and Operational Guidelines |

The Manuals describe in detail the organization and techniques for planning, implementation and administration of a district road network. The manuals support Government strategies on sustainable maintenance of district roads; they encourage community participation, promote use of labour based methods and gender balance, ensure protection of the environment, foster work place safety and health in implementation of road works by adopting appropriate contracting practices and support the local construction industry.

They are primarily aimed at Road Engineers, Planners and Managers involved in the planning and management of district road works.

In line with the topics covered in these manuals, related training modules have been designed and are incorporated in the curriculum of the Mount Elgon Labour Based Training Centre.

The manuals are the property of the Ministry of Works, Housing and Communications, but copying and local distribution is not restricted.

We wish to acknowledge the efforts of COWI Consulting Engineers and Planners AS who assisted in the compilation of the Drafts and the invaluable support of the Danish International Development Agency for the financial assistance extended to the Ministry in preparing the manuals.

  
L. Lutaaya

**Engineer in Chief / DE**



## **Volume 2 Manual A1**

### **Contract Documents for Rehabilitation, Periodic Maintenance and Minor Works**

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## Section A1-1

### General Information

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# **Section A1-1**

## **General Information**

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## General Information

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The Contract Documents contained herein are for use by the District Local government Engineer (DLGE) and his/her staff when preparing Contract Documents for District Roads Works.

The types of District Road Works these documents apply to include:

- Rehabilitation Works
- Periodic Maintenance Works
- Minor Works also referred to as Spot Repairs

Contract Documents are generally compiled in two booklets or volumes; Volume I and Volume II.

**Volume I** - comprises the general legal documentation, including;

- the Conditions of Tender and Instructions to Tenderers,
- the Form of Tender including the four main Schedules,
- the Conditions of Contract and Contract Data,
- the Form of Contract Agreement,
- Forms of Contract Securities, and
- the Bill of Quantity.

**Volume II** - comprises the following documentation;

- Technical Specifications,
- Drawings, and
- other technical information relating to the specific Works included in the Contract.
- Forms of Certification are also included herein.

With regard to the Technical Specifications, specific reference is made to **Volume No. 2, Manual A2**, and **Volume No. 4, Manual B**.

Regarding the Drawings including design standards suitable for district road works, specific reference is made to **Volume No. 4, Manuals A and B**.

The District Local Government Tender Board Regulations, 1999, describe the procurement process for contracted works on district roads shall be adhered to and it is in full compliance of these Regulations that all these documents have been prepared.

Finally, reference is made to **Volume No. 3, Manual A** regarding the requirements for "Implementation and Monitoring of District Road Works" in which the entire process for procurement of works is described.



Section A1-2 : Invitation to Tender

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## Section A1-2

### Invitation to Tender

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# **Section A1-2**

## **Invitation to Tender**

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## INVITATION TO TENDER

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<<Insert (Letterhead paper of the Employer/District Tender Board)>>

**Contract Reference Number:** .....

**Date:** ..... Day of ....., 20.....

**To:** .....  
.....  
.....

Dear Sirs,

1. We have pleasure in inviting you to Tender for execution of the following Works -  
.....  
.....  
.....  
located at - .....
2. The Tender Documents fully describing the proposed Works are available from -  
.....  
at a non-refundable cost of UGX .....
3. Your attention is drawn to our requirements regarding provision of adequate Insurance Cover and Securities including Advance Payment Security all of which are detailed in Clauses 14, 15, 27 and 30 of the Contract Data included as part of the Tender Documents.
4. For this Contract, no Tender Security or Performance Security is required.
5. The deadline for submission of Tenders is Midday, on ....., the ..... day of ....., 20.....
6. The pre-Tender Meeting/Site Visit is scheduled for ....., the ..... day of ....., 20.....  
The meeting point being .....  
.....  
at the time of .....  
All costs associated with attending this obligatory pre-Tender Meeting/Site Visit are the sole responsibility of the Tenderer.

The Tender Opening, to which all Tenderers are invited to attend, is scheduled for ..... the ..... day of ....., 20....., at the time of ..... in the Office of the ..... located at .....

7. We look forward to your early response regarding your intentions to Tender for the proposed Works described in paragraph 1 above.

Yours faithfully,

.....  
(Representative/Secretary of District Tender Board)

Section A1-16 : Monitoring and Reporting Documentation for DLG Engineers

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### **Conditions of Tender and Instructions to Tenderers**

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## **Section A1-3**

### **Conditions of Tender and Instructions to Tenderers**

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**CONDITIONS OF TENDER & INSTRUCTIONS TO TENDERERS****TABLE OF CONTENTS****Contract Reference Number .....**

**Note:** The Tenderer shall comply with the following Conditions and Instructions which should be read together with the Conditions of Contract and the Contract Data. Failure to do so may result in rejection of the Tender.

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**01.1** **Tenderer** means any person or persons, partnership, firm or company submitting a sum or sums in the **Bill of Quantities** in accordance with these **Conditions of Tender and Instructions to Tenderers, Contract Data, Conditions of Contract, Specifications and Drawings for the Works** contemplated, acting directly or through a legally appointed representative.

**01.3** Any noun or adjective derived from the word **Tender** shall be read and construed to mean the corresponding form of the noun or adjective **Bid**. Any conjugation of the verb **Tender** shall be read and construed to mean the corresponding form of verb **Bid**.

**02.1** The **District Local Government** of ..... **District**, referred to as the **Employer** in these documents, invites **Tenders** for execution of the following **Works** –

This image shows a full page of white paper with horizontal dotted lines, typical of primary school handwriting practice paper. The lines are evenly spaced and run across the entire width of the page. There are no margins, text, or other markings present.

**03.1** Tenderers are required to make a photocopy of the **Tender Questionnaire Form** on the following page (*page 4*), enter the required information and deliver it within seven (7) days to the address given for the Employer in **Clause 3** of the Contract Data.

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## TENDER QUESTIONNAIRE FORM

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**Please provide, in block letters, the following information –**

1. Full Name of Tenderer:

.....

2. Full Address of Tenderer to which all Correspondence shall be sent:

.....

.....

3. Telephone number(s) of Tenderer:

.....

4. Fax number(s) of Tenderer:

.....

5. Full Name, Address and contact details of Tenderer's legally appointed Representative to be contacted on the matter of the Tender during the Tender Period:

.....

.....

.....

Signature of Tenderer: .....

Date: ..... day of ....., 20 ....

## **04**      **SCOPE OF WORKS**

### **04.1**      Location:

The Works are located as illustrated in the **Site Location Map**, attached hereto.

### **04.2**      Contract Works:

The Works to be executed under the Contract comprise the following –

.....

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## **05**      **SOURCE OF FUNDING**

- 05.1**      The Government of the Republic of Uganda has received a Grant from the Government of Denmark through DANIDA towards the cost of undertaking Works on District Roads *in seven districts of northern Uganda including the districts of Lira, Apac, Gulu, Kitgum, Pader, Kotido and Moroto*, and intends to apply part of the funds to cover eligible payments to domestic contracting firms for undertaking road works on the existing district road networks utilizing labour-based methods of implementation.

## **06**      **ELIGIBLE TENDERERS**

- 06.1**      This Invitation to Tender is open only to domestic contractors who have been pre-qualified by each of the six above mentioned district Tender Boards and who have received appropriate training in labour-based methods for implementation of road works at the Ministry of Works, Housing and Communications contractor training facility located at the Mount Elgon Labour-Based Training Centre near Mbale.
- 06.2**      All Tenderers shall provide a statement that the Tenderer is not associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documentation for the Works or the person(s) proposed as Engineer for the Contract. A firm that has been engaged for the preparation and/or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 06.3**      Government-owned enterprises in Uganda may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

## **07**      **QUALIFICATIONS OF THE TENDERER**

**07.1**      All Tenderers shall include the following information and documents with their Tenders.

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business and a written Power of Attorney of the signatory of the Tender to commit the Tenderer.
- b) Total turnover of road works performed in each of the last three (3) years.
- c) Experience of road works of a similar nature, size and value for each of the last three (3) years and details of work in hand and other current contractual commitments and clients/employers who may be contacted for further information on those contracts.
- d) Specific experience with the use of labour-based methods for road works implementation.
- e) Programme for implementation of the Works including details of the use, and timing thereof, of both labour and equipment inputs – **Schedule 1**.
- f) Schedule of basic unit rates and prices – **Schedule 2**.
- g) Qualification, experience and details of training received of all key site management and technical personnel proposed for the Contract – **Schedule 3**.
- h) Major items of Equipment proposed to carry out the Contract – **Schedule 4**.
- i) Evidence of adequacy of working capital for this Contract.
- j) Authority to seek references from the Tenderer's bankers.
- k) Information regarding any current litigation in which the Tenderer is involved, the parties concerned and the disputed amount.

**07.2**      Tenders submitted by a joint venture of two or more eligible firms as partners shall comply with the following requirements.

- a) The Tender, and in the case of a successful Tender, the Form of Agreement shall be signed so as to be legally binding on all partners.
- b) One of the partners shall be nominated as being in charge of the Contract. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners. The authorization shall state clearly that decisions made by the nominated partner shall be binding jointly and severally during execution of the Contract.
- c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under **Sub-Clause 7.2 (b)** above as well as in the Form of Tender and the Form of Agreement (in case of a successful Tender).
- e) A copy of the agreement entered into by the joint venture partners which shall state and meet, inter alia, the requirements of **Sub-Clauses 7.2 (a) to (d)** above shall be submitted with the Tender.
- f) The Tender shall include all the information listed in **Sub-Clause 7.1** above for each and every partner of the joint venture.
- g) Any subsequent alteration in the composition of a qualified joint venture after submission of the Tender shall disqualify the Tenderer.

**07.3** To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria.

- a) Have been pre-qualified by the district Tender Boards in the districts mentioned in **Clause 5** above.
- b) Have participated in and graduated with satisfactory results from the contractor training facility located at the Mount Elgon Labour-Based Training Centre (refer **Sub-Clause 6.1** above) and utilizing these same trained supervisory staff on a full-time basis for execution of the Works. The full-time supervision staff proposed for the Contract shall be detailed in **Schedule 3**, attached hereto.
- c) Have included with the Tender, proposals for the timely acquisition and on what basis (own, lease, hire), Equipment essential for execution of the Works. Details of the Equipment proposed shall be detailed in **Schedule 4**, attached hereto.
- d) Provide evidence of access to sufficient liquid assets and/or credit facilities to sustain the execution of the Works for a minimum of one (1) month.
- e) Implement the Works using labour-based methods as further described in the Conditions of Contract annexed hereto.

**07.4** To qualify as a joint venture, the following criteria shall apply.

The qualification data (**Schedule 3**) for each of the partners of the joint venture shall be added together to determine the Tenderer's compliance with the minimum qualification criteria stated in **Sub-Clause 7.3** above. However, for a joint venture to qualify for the award of Contract, each of its partners must meet at least twenty five percent (25%) of the minimum criteria for an individual Tenderer, and the partner in charge must meet at least forty percent (40%) of the minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Tender.

## **08** **ONE TENDER PER TENDERER**

**08.1** Each Tenderer shall submit only one (1) Tender, either by himself or as a partner in a joint venture. A Tenderer who submits or participates in more than one (1) Tender shall be disqualified and the Tender rejected.

## **09** **COST OF TENDERING**

**09.1** To be eligible to Tender, the Tenderer shall procure the Tender Documents at the non-refundable cost mentioned in the advertising requesting Expressions of Interest to Tender for the Works.

**09.2** The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Employer shall in no circumstances be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

## **10** **SITE VISIT**

**10.1** The Tenderer is obliged to visit and examine the Site of the Works and its surroundings and obtain for himself and at his own expense all information that may be necessary for preparation of the Tender and entering into a Contract with the Employer. The Tenderer shall be fully responsible for the reliability and accuracy of all information so obtained.

**10.2** The Tenderer and any of his personnel and agents shall be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only on the express condition that the Tenderer, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect of, and will be responsible for, personal injury (fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

- 10.3** The Employer will organize a Site Visit at a date to be notified. A representative of the Employer will be made available on the notified date to meet the intending Tenderers at the Site of the Works. The Employer's representative shall not be available for inspection visits at any other time.
- 10.4** Tenderers shall provide their own transport and all costs associated with the Site Visit shall be at the Tenderers' own expense.
- 10.5** Each Tenderer, upon undertaking the Site Visit, shall complete the Certificate of Tenderer's Site Visit, attached hereto.



## B. TENDER DOCUMENTS

### 11 CONTENTS OF TENDER DOCUMENTS

- 11.1** The Tender Documents issued for the purpose of Tendering include the following together with any Amendments issued in accordance with **Clause 13** of these Conditions of Tender and Instructions to Tenderers.

| No. of Copies | Volume Number                    | Subject  |
|---------------|----------------------------------|--|
| 1             | <b>Tender Document Volume I</b>  | <ul style="list-style-type: none"> <li>• Conditions of Tender &amp; Instructions to Tenderers including Site Location Map and Certificate of Site Visit</li> <li>• Form of Tender including Schedules 1, 2, 3 and 4</li> <li>• Conditions of Contract</li> <li>• Contract Data</li> <li>• Form of Contract Agreement</li> <li>• Bill of Quantities</li> <li>• Forms of Securities</li> </ul> |
| 2             | <b>Tender Document Volume II</b> | <ul style="list-style-type: none"> <li>• Technical Specifications</li> <li>• Drawings</li> <li>• Forms of Certification</li> <li>• Other Documentation as indicated in the Contract Data</li> </ul>  |

- 11.2** The Tenderer is required to examine carefully all instructions, conditions, forms, terms, specifications and drawings in these Tender Documents. Failure to comply with the requirements for Tender submission will be at the Tenderer's own risk. Pursuant to **Clause 31** of these Instructions, Tenders which are not substantially responsive to the requirements of the Tender Documents shall be rejected.
- 11.3** All recipients of the documents for the proposed Contract for the purpose of submitting a Tender (whether they submit a Tender or not) shall treat the details of the documents as Private and Confidential.

### 12 CLARIFICATION OF TENDER DOCUMENTS

- 12.1** A prospective Tenderer requiring any clarification or proposing any modifications of the Tender Documents may notify the Employer in writing or by cable (which is deemed to include both facsimile and e-mail transmissions) at the Employer's address indicated in the Contract Data. The Employer will respond in writing or by cable within five (5) days of receipt any request for clarification which he receives earlier than ten (10) days prior to the deadline for the submission of Tenders. Written copies of the Employer's response (including a description of the enquiry but without identifying its source) will be sent to all prospective Tenderers who have procured the Tender Documents, not later than five (5) days prior to the Tender closing date for the submission of Tenders as stated in the letter of Invitation to Tender.

### 13 AMENDMENTS TO TENDER DOCUMENTS

- 13.1** Not later than ten (10) days prior to the date for submission of Tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification or modification requested by a prospective Tenderer, modify the Tender Documents by the issuance of a formally numbered Addendum.

- 13.2** The Addendum shall be sent in writing or by cable to all prospective Tenderers who have procured the Tender Documents and have complied with **Clause 3** above, and shall be binding upon them. Prospective Tenderers shall promptly acknowledge receipt of the numbered Addendum to the Employer.
- 13.3** Any clarification or modifications or changes arising from the Tenderer's Site Visit will be additionally notified to all prospective Tenderers by the issuance of a numbered Addendum.
- 13.4** In order to afford prospective Tenderers reasonable time to take an Addendum into account when preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders in accordance with **Clause 18** below.
- 13.5** The Tender Addenda shall form part of the Contract and it will be assumed that the Tenderer has taken them all into account when preparing his Tender.

## **C. PREPARATION OF TENDERS**

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### **14 LANGUAGE OF THE TENDER**

- 14.1** The Tender prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged between the Tenderer and the Employer shall be as given in the Contract Data.

### **15 DOCUMENTS COMPRISING THE TENDER**

- 15.1** The Tender to be prepared by the Tenderer shall comprise the following documents duly completed in full and signed by the Tenderer:
- a) The Tender Questionnaire Form – returned to the Employer immediately upon receipt of the Tender Documents.  
Thereafter, and submitted, prior to the Tender closing date, as per the instructions contained herein below and in **Section D, SUBMISSION OF TENDERS**.
  - b) The Form of Tender including **Schedules 1, 2, 3 and 4**.
  - c) The Contract Data – signed as acknowledgement of having read and fully understood the contents therein.
  - d) Certificate of Tenderers Site Visit.
  - e) The priced Bill of Quantities.
  - f) The required Forms of Securities.
- 15.2** The Forms, Schedules and Bill of Quantities provided in these Tender Documents shall be used without exception.

### **16 TENDER PRICES**

- 16.1** All the insertions made by the Tenderer shall be in INK and the Tenderer shall clearly form the figures and shall not insert any additional Item or otherwise alter the Bill of Quantities. The relevant spaces in the Form of Tender and Bill of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the Tenderer, in which case the interlineations and erasures shall be initialed by the Tenderer.
- 16.2** The Tenderer shall fill in unit rates and prices for all Items of the Works described in the Bill of Quantities. Items for which no unit rate or price is entered by the Tenderer shall not be paid for by the Employer when executed and shall be deemed to be covered by the other unit rates and prices in the Bill of Quantities.
- 16.3** The unit rates and prices in the Bill of Quantities are to be the full, inclusive value for all labour, Materials, Equipment, Temporary Works and all other matters, things, obligations, liabilities and risks which are necessary for the successful execution, completion and maintenance of the Works as set forth or implied in these Tender Documents.
- 16.4** Each unit rate and price inserted in the Bill of Quantities shall be a realistic estimate for completing the activity or activities described under that particular Item and the Tenderer is advised against inserting a unit rate or price against any Item contrary to this instruction. Unit Rates should not be of such nature as to distort the comparison of Tenders or to result in Interim Payments which are disproportionate to the value of the Works done.
- 16.5** Every unit rate entered in the Bill of Quantities, whether or not such unit rate is associated with a quantity to be carried to the Tender Summary and incorporated in the Sum named in the Tender, shall form part of the Tender and in the event of acceptance of the Tender, shall form part of the Contract.

- 16.6** The Tenderer must enter the amounts representing ten (10) percent of the Sub Total of the Tender Summary of the Bill of Quantities for variations of prices and contingencies in the Tender Summary and add them to the Sub Total to arrive at the Total Tender Amount. If the Tenderer offers a discount with his Tender then his Tender shall be rejected entirely for failure to comply with this Clause.
- 16.7** All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, prevailing twenty eight (28) days prior to the latest date for submission of Tenders, shall be included in the unit rates and prices and Total Tender Amount submitted by the Tenderer, and the evaluation and comparison of Tenders by the Employer shall be made accordingly.
- 16.8** The unit rates and prices quoted in the priced Bill of Quantities may be subject to adjustment during execution of the Contract in accordance with the provisions of **Clause 47** of the Conditions of Contract and shall be based on the market prices of labour, materials and goods as specified in **Schedule 2** attached hereto and current at the date twenty eight (28) days prior to the date for submission of Tenders (hereinafter referred to as the Basic Prices) and the Tenderer shall state in **Schedule 2** the basic prices of such labour, materials and goods. Where required by the Employer, such prices shall be supported by bonafide quotations from suppliers and certificates from labour authorities.

## **17** **CURRENCIES OF THE TENDER AND PAYMENT**

- 17.1** The unit rates and prices quoted by the Tenderer and all payments for Works performed under the Contract shall be in the currency stated in the Contract Data.

## **18** **TENDER VALIDITY**

- 18.1** Tenders shall remain valid and open for acceptance for a period of sixty (60) days after the latest date for submission of Tenders prescribed in the Invitation to Tender.
- 18.2** In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request the Tenderer for a specified extension in the period of Tender validity. The request and the responses thereto shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Tender Security (where such security is required). A Tenderer agreeing to the request shall not be required nor permitted to modify his Tender, but may be required to extend the validity of his Tender Security. Where a Tender Security is required, the provisions of **Clause 19** below regarding discharge and forfeiture of the Tender Security shall continue to apply during the extended period of Tender validity.

## **19** **TENDER SECURITY**

- 19.1** The Tenderer may be required by the Employer to furnish as part of his/her Tender, a Tender Security in the amount stated in the Invitation to Tender.
- 19.2** Where required, the Tender Security shall, at the Tenderer's option, be in the form of a cash deposit, a certified cheque, a bank draft, an irrevocable letter of credit, a bond issued by an insurance company or a letter of guarantee from a bank based in Uganda and approved by the Employer. The format of the bank guarantee or bond shall be in accordance with the sample Forms of Securities included in these Tender Documents. Letters of credit, bond and bank guarantees shall be valid for a period of thirty (30) days beyond the latest Tender submission date.
- 19.3** Where a Tender Security is required by the Employer, any Tender submitted and not accompanied by an acceptable Tender Security shall be rejected by the Employer.
- 19.4** Tender Securities of unsuccessful Tenderers shall be released not later than thirty (30) days after expiration of the Tender validity period, as extended where appropriate in accordance with **Clause 25** below, or upon award of Contract, whichever is earlier.

**19.5** The Tender Security of the successful Tenderer shall be discharged when the Tenderer has signed the Contract Agreement and furnished (where required) the required Performance Security to the satisfaction of the Employer.

**19.6** The Tender Security may be called up without notice:

- a) if a Tenderer withdraws his Tender during the Tender validity period,
- b) in the case of a successful Tenderer, if he fails within the specified time limit to sign the Contract or furnish (where required) a Performance Security, and
- c) if the Tenderer does not accept the corrections of the Tender Amount, pursuant to **Clause 32** below.

## **20 TENDERER'S PROGRAMME**

**20.1** The Tenderer shall provide his Programme, **Schedule 1** attached hereto, showing details of his proposed timetable for execution of the whole of the Works. The Programme shall commence from the Start Date stated in the Contract Data and shall depict the time in weeks anticipated for undertaking all significant activities up to the Intended Completion Date also stated in the Contract Data. Details should include but not necessarily be limited to:

- a) Periods of occupation by the Contractor of Sites and quarries.
- b) Period of mobilization for establishment on Site of Contractor's offices, staff accommodation and sanitation facilities, materials, recruitment of local labour, etc.
- c) The relationship and timing of each significant activity to other significant activities included within the Contract.
- d) Allocation, timing and utilization of labour and equipment.

**20.2** For the purpose of preparing this Programme, the Tenderer shall assume that an award of Contract will be made no later than thirty (30) days after the latest date for submission of Tenders.

**20.3** The Programme must be consistent with the details provided in all other Schedules and shall make allowances for supply to site of Materials and Equipment, inclement weather and other forecast events that may effect timing of execution of the Works.

**20.4** This Programme shall form part of the Tender, and if the Tender is accepted by the Employer, this Programme shall form part of the Contract. Any subsequent change to the Programme shall be subject to **Clause 27** of the Conditions of Contract.

## **21 NO ALTERNATIVE OFFERS**

**21.1** The Tenderer shall submit an offer which complies fully with the requirements of the Tender Documents. No Tender shall be considered for acceptance which in term of or which contains Items priced in terms of some other Tenderer's Tender or Tender price.

**21.2** The Tenderer shall not attach any conditions of his own to his Tender. The Tender must be based on the Tender Documents. The Tenderer is not required to present alternative implementation options and he shall use, without exception, the Bill of Quantities as provided with any amendments as notified in the Tender Addenda, if any, for the calculation of his Tender price.

**21.3** Any Tenderer who fails to comply with this Clause shall be disqualified.

**21.4** All unit rates and prices and the Programme for execution of the Works provided by the Tenderer must be representative of the Contract period as defined in the Contract Data.

## **22      PRE-TENDER MEETING AND SITE VISIT**

- 22.1**      The Tenderer or his agent is advised to attend a pre-Tender meeting and Site Visit. The place and timing for the pre-Tender meeting and Site Visit will be indicated in the Invitation to Tender. All costs in connection with the participation in the pre-Tender meeting and Site Visit shall be the sole responsibility of the Tenderer.
- 22.2**      The purpose of the pre-Tender meeting and Site Visit will be to clarify issues and answer questions on any matter that may be raised at that stage.
- 22.3**      The Tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week prior to convening the pre-Tender meeting.
- 22.4**      Minutes of the pre-Tender meeting and Site Visit including copies of all questions raised and responses given will be furnished expeditiously to all those attending the pre-Tender meeting and subsequently to all purchasers of the Tender Documents.
- 22.5**      Any modification of the Tender Documents listed in **Clause 11** above which may become necessary as a result of the pre-Tender meeting and Site Visit shall be made by the Employer exclusively through the issuance of a numbered Addendum pursuant to **Clause 13** above and not through the Minutes of the pre-Tender meeting.

## **23      FORMAT AND SIGNING OF TENDERS**

- 23.1**      The Tenderer shall prepare the Tender Documents comprising the Tender as described in **Clause 15** above and clearly marked “Original Tender” and “Copy of Tender” as appropriate; refer **Clause 24** below. Technical Specifications and Drawings need not be included with the “Copy of Tender”. In the event of any discrepancy between the Original and Copy, the Original shall prevail.
- 23.2**      The Original and all Copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Tenderer to the Contract. Proof of authorization shall be furnished in the form of a written Power of Attorney, which shall accompany the Tender. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons authorized to sign the Tender.
- 23.3**      The complete Tender shall be without alterations, interlineations or erasures, except those in accordance with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons authorized to sign the Tender.

## **D. SUBMISSION OF TENDERS**

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### **24 SEALING AND MARKING OF TENDERS**

**24.1** The Tenderer shall seal the Original and Copies of his Tender, each in an inner and outer envelope, duly marking both envelopes as “Original” and “Copy”, as appropriate, with additional markings as described in **Clause 24.2** below.

**24.2** (a) The inner and outer envelopes shall be addressed to the Employer as follows:

.....

.....

with the additional words; ‘DO NOT OPEN BEFORE .....

being the time and date specified in the Invitation to Tender as the deadline for the submission of Tenders.

The outer envelope shall not bear any mark whatsoever indicating the identity of the Tenderer.

(b) The inner envelopes shall each indicate the name and address of the Tenderer to enable the Tender to be returned unopened in the event it is declared ‘late’.

If the outer envelope is not properly sealed and marked as instructed above, the Employer shall assume no responsibility for the misplacement or premature opening of the Tender. Any Tender opened prematurely for this cause shall be rejected by the Employer and returned to the Tenderer.

### **25 DEADLINE FOR SUBMISSION OF TENDERS**

**25.1** Tenders must be received by the Employer at the address specified in **Clause 24.2** above by the time and date specified in the Invitation to Tender. Proof of posting shall not be accepted as proof of delivery and any Tender delivered after the specified time and date, from whatever cause arising, shall not be considered. Tenders delivered by hand shall be placed in the Tender Box located at –

.....

.....

**25.2** The Employer may, at his discretion, extend the deadline for the submission of Tenders through the issuance of an amendment in accordance with **Clause 13** above in which case all rights and obligations of the Employer and the Tenderers subject to the previous deadline shall thereafter be subject to the new deadline as extended.

### **26 LATE TENDERS**

**26.1** Any Tender received by the Employer after the specified deadline for submission of Tenders shall be rejected and returned unopened to the Tenderer.

**27      MODIFICATION AND WITHDRAWAL OF TENDERS**

- 27.1**      The Tenderer may modify and withdraw his Tender after Tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the specified deadline for submission of Tenders.
- 27.2**      The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of Tenders (**Clauses 24 and 25** above) with the inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate. A withdrawal notice may also be sent to the Employer by cable but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 27.3**      No Tender shall be modified after the deadline for submission of Tenders.
- 27.4**      No Tender shall be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in **Clause 18** above. Withdrawal of a Tender during this interval shall result in the forfeiture of any Tender Security pursuant to **Clause 19** above.
- 27.5**      After the expiration of the period of Tender validity (**Clause 18** above), and the Tenderer has not been notified by the Employer of the award of Contract or the Tenderer does not intend to conform with a request of the Employer to extend the period of Tender validity, the Tenderer may withdraw his Tender without penalty.
- 27.6**      Tenderers are solely responsible for ensuring that their Tender and all accompanying documents reach the Employer in time.



## **E. TENDER OPENING AND EVALUATION**

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### **28 TENDER OPENING**

- 28.1** The Employer will open the Tenders in the presence of Tenderers' representatives who choose to attend the Tender Opening at the following time and place –

.....

Those Tenderers representatives attending the Tender Opening shall sign a register evidencing their attendance.

- 28.2** Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to **Clause 27** above, shall not be opened.
- 28.3** The Employer shall examine the Tenders to determine their completeness, whether the Tender Security (if required) has been furnished, whether all documents have been properly signed and by person(s) authorized to represent the Tenderer and whether the Tenders are generally in order.
- 28.4** At the Tender Opening, the Employer shall announce the Tenderer's names, total Tender price, Tender price modifications, Tender prices of any alternatives allowed for in the Tender Documents and Tender withdrawals, if any, the presence of the Tender Security (if required) and such other details as the Employer, at his discretion, considers appropriate.
- 28.5** The Employer shall prepare, for his own records, Minutes of the Tender Opening, including all information disclosed to those present in accordance with **Sub-Clause 28.4** above.
- 28.6** The Employer does not bind himself to accept the lowest or any Tender, and will not assign any reason whatsoever for the acceptance or rejection of any or all Tenders.

### **29 PROCESS TO BE CONFIDENTIAL**

- 29.1** After the public opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders, and recommendations concerning the award of Contract, shall not be disclosed to Tenderers or other persons not officially concerned with such process until the award of Contract (or Contracts) is announced.
- 29.2** Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of Tenders and decisions concerning award of Contract shall result in the immediate rejection of the Tenderer's Tender.

### **30 CLARIFICATION OF TENDERS**

- 30.1** To facilitate the examination, evaluation and comparison of Tenders, the Employer may ask Tenderers individually for clarification of their Tenders, including a breakdown of unit rates and prices and documentation for Schedule of Basic Prices.
- 30.2** The request for clarification and the response shall be in writing or be cable, confirmed immediately in writing, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Tenders in accordance with **Clause 32** below.

### **31 EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS**

- 31.1** Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender Documents.

- 31.2** For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the price, scope, quality, completion, timing, administration or performance of the Works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or the Tenderer's obligations under the Contract or Contracts, and where the rectification of such deviation or reservation would affect unfairly the competitive position of other Tenderers who have presented substantially responsive Tenders at a reasonable price.
- 31.3** Determination of responsiveness to the Tender shall take into account the Tenderers intentions with regard to addressing various important issues mentioned in **Clauses 9, 19, 50 and 64** of the Conditions of Contract including the following -
- a) general conditions of employment, employment of local labour and, attitude regarding equal opportunity of women for employment,
  - b) use of task-work in daily work assignments and flexible working hours to accommodate, particularly, female employment,
  - c) minimum wages to be paid to all Site staff including equal payment for male and female locally employed general workers,
  - d) work-place occupational health and safety provisions,
  - e) use of labour-based methods for works implementation and
  - f) environmental protection/restoration measures.
- 31.4** Any Tender determined to be substantially non-responsive shall be rejected by the Employer.

## **32 CORRECTION OF ERRORS**

- 32.1** Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors in computation and summation. Errors will be corrected by the Employer as follows:
- a) where there is a discrepancy between amounts in figures and words, the amount in words shall govern,
  - b) where there is a discrepancy between the unit rates and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will normally govern unless, in the opinion of the Employer, there is an obvious gross misplacement of the decimal point in the unit rate, in which event, the total amount shall govern and the unit rate corrected, and
  - c) for lump-sum items only the amount will be considered and the unit rate disregarded.
- 32.2** The amount stated in the Tender by the Tenderer will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderers, shall be considered as binding upon the Tenderers. If the Tenderer does not accept the corrected amount, the Tender shall be rejected and any Tender Security forfeited in accordance with **Clause 19** above.
- 32.3** If by correcting the Tender in accordance with the above procedure, the Tender becomes, in the opinion of the Employer, unrealistically priced or unbalanced, the Employer reserves the right to reject the Tender outright.

## **33 EVALUATION AND COMPARISON OF TENDERS**

- 33.1** The Employer will evaluate and compare only those Tenders determined to be substantially responsive to the requirements of the Tender Documents in accordance with **Clause 31** above.

- 33.2** In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- a) making any correction for errors pursuant to **Clause 32** above, and
  - b) excluding fixed Provisional Sums and the provision, if any, for Contingencies in the Bill of Quantities, but including Dayworks and other Provisional Sums where priced competitively.
- 33.3** Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account during Tender evaluation.
- 33.4** If the Tender of the successful Tenderer is seriously unbalanced in relation to the Engineer's estimate of the real cost of the Works to be performed under the Contract, the Employer may require that the amount of the Performance Security set forth in **Clause 37** below be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful Tenderer under the Contract.

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**F. AWARD OF CONTRACT**

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**34 AWARD OF CONTRACT**

- 34.1** Subject to **Clause 35** below, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and has offered the most competitive and realistic Evaluated Tender Price pursuant to **Clause 33** above, provided further that the Tenderer has demonstrated having the capacity and resources to effectively execute the whole of the Works under the Contract.

**35 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

- 35.1** Notwithstanding **Clause 34** above, the Employer reserves the right to accept or reject any Tender, and to annul the tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds of the Employer's actions.

**36 NOTIFICATION OF AWARD OF CONTRACT**

- 36.1** Prior to the expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by cable and confirm in writing by registered mail, that his Tender has been accepted. This letter, herein after called the "Letter of Acceptance", shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor under the Contract. This sum hereinafter and in the Conditions of Contract is called the Contract Price.
- 36.2** The Letter of Acceptance shall constitute the formation of the Contract, subject only to the furnishing by the Contractor to the Employer the required Securities which will include either or both a Performance Security (**Clause 37** below) and/or an Advance Payment Security (**Clause 38** below).
- 36.3** When the successful Tenderer has furnished the required Securities to the Employer, the Employer shall immediately notify all other Tenderers that their Tenders have been unsuccessful, and return their Tender Securities.
- 36.4** The Employer shall not be obliged to state the reasons for his choice or successful Tenderer nor enter into any discussion or correspondence with Tenderers on the results or the Invitation to Tender.

**37 PERFORMANCE SECURITY**

- 37.1** The successful Tenderer, at the discretion of the Employer and as stated in the letter of Invitation to Tender, may be required to furnish the Employer a Performance Security in the form of a bank guarantee or a bond in accordance with **Clause 52** of the Conditions of Contract. The form of Performance Security provided in the Tender Documents may be used, or some other form acceptable to the Employer.
- 37.2** If a Performance Security is required, the successful Tenderer shall submit with his Tender the form of security which he proposes, the name and address of the proposed security which shall be by a bank or insurance company approved by the Employer.
- 37.3** The amount of Performance Security under the Contract is stated in the Contract Data

- 37.4** Failure by the successful Tenderer to furnish a required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of any Tender Security.

### **38 ADVANCE PAYMENT AND SECURITY**

- 38.1** The Employer shall provide an interest free Advance Payment to the successful Tenderer in accordance with **Clause 51** of the Conditions of Contract and in an amount as stated in the Contract Data.
- 38.2** The successful Tenderer shall provide the Employer an Unconditional Bank/Insurance Guarantee in a form and by a bank/insurance company acceptable to the Employer in an amount equal to the Advance Payment.
- 38.3** Repayments of the Advance Payment shall be in accordance with the repayment schedule stated in the Contract Data.

### **39 PREPARATION OF THE CONTRACT DOCUMENT**

- 39.1** Following communication of the result of the Tendering process in accordance with **Clause 36** above, the Contract Document will be prepared by the Employer for submission to the successful Tenderer for his signature. The Contract Document shall include at least the following:
- a) a list of documents comprising the Contract specifying the order of precedence of the documents and in accordance with **Clause 2** of the Conditions of Contract,
  - b) any agreed additions to and derogations from these documents,
  - c) the Contract Price,
  - d) any corrections made by the Employer pursuant to **Clause 32** above,
  - e) the necessary Securities, and
  - f) the Letter of Acceptance.

### **40 SIGNING OF CONTRACT AGREEMENT**

- 40.1** The successful Tenderer shall sign the Contract Agreement within seven (7) days of receipt of the Employer's Letter of Acceptance and return it immediately to the Employer together with all required Securities and Insurance covers as defined in the Contract Data.
- 40.2** The Employer will sign the Contract Agreement once the required Securities and Insurance covers have been furnished by the successful Tenderer.
- 40.3** In the event of withdrawal by the successful Tenderer, the Employer shall call up all/any Securities provided. The Employer may then approach other Tenderers in the order in which their Tenders were evaluated and compared or may initiate a new procedure for re-tendering of the Works. In exceptional circumstances, the Employer may negotiate the Contract by direct agreement.

### **41 ADJUDICATOR**

- 41.1** The Employer proposes the person named in the Contract Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Contract Data plus reimbursable expenses. If the Tenderer disagrees with this proposal, he should state so and make a counter proposal. In the case of disagreement of the choice between the Employer and the Contractor, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data at the request of either party.



## **SITE LOCATION MAP**

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Reference: Conditions of Tender & Instructions to Tenderers, Clause 4.1

**Contract Reference Number** .....

**District:** ..... , **Sub-County:** .....

**Map Reference Number -** ..... , **Scale - 1 :** .....





## **PRE-TENDER MEETING / SITE VISIT**

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### **MEETING INFORMATION SHEET & CHECK LIST**

#### **01 PREAMBLE**

Following advertising for Tenders (Bids) and procurement of Contract documentation by Pre-qualified Contractors, and prior to preparation and submission of Tenders to the Client, all Tenderers shall attend the Pre-Tender Meeting / Site Visit to determine and/or clarify matters concerned with performance of the whole of the Works.

The Pre-Tender Meeting / Site Visit will include the following;

- a) Tenderers who have expressed interest in and procured contract documentation for the Works,
- b) Client's / Employer's representative(s),
- c) Representatives of the Local Community / Communities, including members of their Sub-County Works Committee(s), in which the Works are to be performed,
- d) Community representatives of special interest groups including Women and Youth organisations.
- e) Representatives of district / sub-county Community Development, Gender and Environment staff, and
- f) Representative(s) of the Donor Agency / NGO where the funding source for the Works originate therefrom.

All Tenderers, on completion of attendance at the Pre-Tender Meeting / Site Visit, shall be responsible for having their Certificate of Tenderer's Site Visit signed by the Client's / Employer's representative as proof of attendance and this Certificate (copy attached) shall be included as part of the Contractor's Tender for the Works.

Failure by any Tenderer to attend the Pre-Tender Meeting / Site Visit may result in loss of points during Tender Evaluation and failure to be considered for an Award of Contract.

#### **02 CHECK LIST**

The following Check List of activities, to be undertaken during the Pre-Tender Meeting / Site Visit, is for guidance only and may not be fully inclusive.

- 02.1** Meet with Local Community leaders as a precursor to development of good working relationships. Such meeting(s) should include discussion of mutual obligations by the Contractor to the Community and by the Community to the Contractor, including all issues relating to gender sensitivity, environmental protection, work place health and safety including HIV / AIDS, etc.; refer Conditions of Contract and Contract Data.
- 02.2** Comparison of the BoQ with the Scope of the Works on the Site, including a study of all Items to be performed, their timing, resource requirements, etc.
- 02.3** Agree with the Local Community location(s) for the Site Camp and other facilities including latrines, waste disposal, etc.
- 02.4** Determine the availability of Labour, both male and female, within the Local Community / Communities, and discuss and agree the working conditions, method of recruitment, working hours, salary structure including the minimum wage, frequency of payment, etc.; refer Clauses 9 and 50 of Conditions of Contract and Clause 32 of Contract Data.

- 02.5** Determine the availability and locations of and condition of access to sources of Materials approved by the Client for fill, surfacing, aggregate, sand, water, etc., and agree with the Local Community / Community's representatives how best to access these resources and the costs, if any, thereof.
- 02.6** Agree with the Local Community / Community's representatives locations for safe parking and servicing of equipment, storage of fuels and lubricants, etc.
- 02.7** Determine the scope of work required to ensure Environmental Conservation during performance of the Works and subsequent Environmental Restoration activities required on completion of the Works.
- 02.8** Agree any measures necessary to ensure Security of the Contractor's property and all those workers employed from the Local Community / Communities.
- 02.9** Particular attention should be paid to BoQ, Bill No. 6, Preliminary and General Items, to ensure adequate and realistic provisions are made for those Items included in the Contract.
- 02.10** Other issues / matters as the Tenderer sees appropriate to the Scope of Works.

## CERTIFICATE OF TENDERER'S SITE VISIT

---

**Contract Reference Number** .....

This is to certify that .....

a representative of ....., based at

the following address .....

.....

.....

attended the Pre-Tender Meeting/Site Visit in accordance with Clause 10 of the Conditions of Tender and

Instructions to Tenderers held at .....

.....

.....

.....

.....

.....

on the ..... day of ....., 20 ....

.....

(Signature of Employer's Representative)

.....

(Signature of Tenderer's Agent)

.....  
(Date)

.....  
(Date)



|               |   |   |
|---------------|---|---|
| Section A1-11 | : | Letter of Acceptance  |
| Section A1-12 | : | Mobilisation Site Meeting   |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                    |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B |
| Section A1-15 | : | Forms of Certification  |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                    |

|              |   |  |
|--------------|---|--|
| Section A1-1 | : | General Information                                |
| Section A1-2 | : | Invitation to Tender                               |
| Section A1-3 | : | Conditions of Tender and Instructions to Tenderers |

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## Section A1-4

### Form of Tender

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|               |   |  |
|---------------|---|--|
| Section A1-5  | : | Conditions of Contract   |
| Section A1-6  | : | Contract Data  |
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |

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## **Section A1-4**

### **Form of Tender**

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|  |      |       |
|--|------|-------|
| Form of Tender .....   | Page | 4-1   |
| Schedule 1 - Programme .....                                     | Page | 4.1-1 |
| Schedule 2 - Schedule of Basic Unit Rates and Prices .....       | Page | 4.2-1 |
| Schedule 3 - Details of Management and Technical Personnel ..... | Page | 4.3-1 |
| Schedule 4 - Details of Equipment Proposed .....                 | Page | 4.4-1 |

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## FORM OF TENDER

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**Contract Reference Number** .....

**To:** .....

.....

.....

(Name & Address as per Clause 24.2 of the Conditions of Tender and Instructions to Tenderers)

Dear Sirs,

1. Thank you for your Invitation to Tender dated ....., 20 ..., and for the opportunity to Tender for execution of the Works described in Clause 2.1 of the Conditions of Tender and Instructions to Tenderers.
2. Having examined the Drawings, Conditions of Contract, Contract Data, Specifications, Bill of Quantities and other information provided in the Contract Documents and having undertaken a Site Visit, we, the undersigned, offer to execute, complete and maintain the whole of the Works in conformity with the said Drawings, Conditions of Contract, Contract Data, Specifications, Bill of Quantities and other information for the sum of –  
  
UGX ....., (Uganda Shillings .....  
  
.....  
  
.....
3. We undertake, if our Tender is accepted, to commence the Work by the Start Date stated in the Contract data and complete and hand over the whole of the Works by the Intended Completion Date also stated in the Contract Data.
4. If our Tender is accepted, we further undertake to sign the Contract Agreement within seven (7) days of our receipt of your Letter of Acceptance and within the same period provide all necessary Securities required.
5. We agree to abide by this Tender for the period of sixty (60) days after the deadline for submission of Tenders stated in your Invitation to Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Contract Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.
8. We are fully experienced and competent in the type of Works described in these Tender Documents and we have adequate financial resources to execute the Works described and within the period for completion.
9. We are in a position to fulfil the Contract requirements in the event of our being awarded the Contract for which we have hereby Tendered.

10. We accept the appointment of ..... as the Adjudicator.

Dated this ..... day of ....., 20 .....

Yours faithfully,

.....  
(Signature)

.....  
(Name in Full)

in the capacity of ..... duly authorized to sign Tenders on behalf of –

.....  
(Name of Company in Block Letters)

.....  
(Signature of Witness)

.....  
(Name of Witness)

.....  
(Full Address of Witness)



## **SCHEDULE 1**

---

**Contract Reference Number** .....

**Date:** ..... Day of ....., 20 .....

### **TENDERER'S PROGRAMME**

**Reference: Conditions of Tender & Instructions to Tenderers, Clauses 7 and 20.**

The Tenderer shall provide a Programme detailing the general methods, order and timing for all the main activities involved in his planned execution of the whole of the Works under the Contract as required by Clause 20 of the Conditions of Tender & Instructions to Tenderers and Clause 27 of the Conditions of Contract.

A recommended Programme format is provided as an attachment which the Tenderer is encouraged to adopt.

The Tenderer's Programme shall provide, as a minimum, the following information –

- For all Items/Activities listed in the Bill of Quantities, an estimate of the total Worker-days for each and every Activity and for execution of the whole of the Works.
- Total estimated time in days and/or weeks to execute each and every Activity.
- An estimate of the number of general workers likely to be employed from the immediate area of the Site for execution of the whole of the Works.
- The planned order and timing of each Activity and the total estimated time in days and/or weeks to execute the whole of the Works.
- Details of planned Equipment resources to be employed for the execution of the whole of the Works together with data regarding the origin/ownership of each Equipment item, rental requirements and the timing/utilization of each item on the Site.
- Other information as the Tenderer considers necessary.

When preparing this Tenderer's Programme, Schedule 1, the Tenderer must ensure consistency with all that additional information provided in Schedule 3, Details of Management and Technical Personnel Proposed for the Contract, and Schedule 4, Details of Equipment Proposed for Execution of the Works.



Contract Reference Number - .....

## SCHEDULE 1 - PROGRAMME

Date ..... / ..... / 20 ....

[illegible]

| Equipment Utilization | Number Needed | Total No. of Days | Rental Rate |
|-----------------------|---------------|-------------------|-------------|
| Tractor               |               |                   |             |
| Towed Trailer         |               |                   |             |
| Water Bowser          |               |                   |             |
| Towed Grader          |               |                   |             |
| P V Roller            |               |                   |             |

Update Number .....

**Signed by Contractor** .....



## SCHEDULE 2

**Contract Reference Number** .....

**Date:** ..... Day of ....., 20 .....

### **SCHEDULE OF BASIC UNIT RATES AND PRICES**

**Reference: Conditions of Tender & Instructions to Tenderers, Clauses 7 and 16.**

The Tenderer shall schedule supplier's/manufacture's unit rates and prices for supply of labour, materials and goods in compliance with Clause 16 of the Conditions of Tender & Instructions to Tenderers and Clauses 34 and 47 of Conditions of Contract.

Where required by the Employer, written confirmation from the supplier and/or manufacturer, applicable not more than twenty eight (28) days prior to the date for submission of Tenders in respect of each item, shall be submitted.

A unit rate and/or price shall be inserted against each item, in the Table provided below, and the Tenderer shall specify which package option was applied when calculating his unit rates for the Bill of Quantities.

**Table 2.1 - Schedule of Basic Unit Rates and Prices (Uganda Shillings)**

| Item No. | Description            | Unit        | Unit Rate and/or Price | Delivery Point | Stamp of Supplier |
|----------|------------------------|-------------|------------------------|----------------|-------------------|
| 1        | Local Unskilled Labour | Workday     |                        |                |                   |
| 2        | Local Skilled Labour   | Workday     |                        |                |                   |
| 3        | Gangleader             | Workday     |                        |                |                   |
| 4        | Foreman                | Workday     |                        |                |                   |
| 5        | Fundi                  | Workday     |                        |                |                   |
| 6        |                        |             |                        |                |                   |
| 7        |                        |             |                        |                |                   |
| 8        | Diesel Fuel            | Litre       |                        |                |                   |
| 9        | Petrol – Super         | Litre       |                        |                |                   |
| 10       | Petrol – Regular       | Litre       |                        |                |                   |
| 11       | Oils/Lubricants        | Litre       |                        |                |                   |
| 12       |                        |             |                        |                |                   |
| 13       |                        |             |                        |                |                   |
| 14       |                        |             |                        |                |                   |
| 15       | Cement                 | 50 kg bag   |                        |                |                   |
| 16       | Sand                   | cubic metre |                        |                |                   |
| 17       | Aggregate – 6mm        | cubic metre |                        |                |                   |
| 18       | Aggregate – 12mm       | cubic metre |                        |                |                   |
| 19       | Aggregate – 20mm       | cubic metre |                        |                |                   |
| 20       | Aggregate – other      | cubic metre |                        |                |                   |
| 21       |                        |             |                        |                |                   |
| 22       |                        |             |                        |                |                   |
| 23       |                        |             |                        |                |                   |

|    |                        |          |  |  |  |
|----|------------------------|----------|--|--|--|
| 24 | Reinforcing Steel/Mesh | Kilogram |  |  |  |
| 25 | Concrete Pipe – 60cm   | Number   |  |  |  |
| 26 | Concrete Pipe – 90cm   | Number   |  |  |  |
| 27 | Concrete Pipe – other  | Number   |  |  |  |
| 28 |                        |          |  |  |  |
| 29 |                        |          |  |  |  |
| 30 |                        |          |  |  |  |
| 31 |                        |          |  |  |  |
| 32 |                        |          |  |  |  |
| 33 | Hand Tools             |          |  |  |  |
| 34 |                        |          |  |  |  |
| 35 |                        |          |  |  |  |
| 36 |                        |          |  |  |  |
| 37 |                        |          |  |  |  |
| 38 |                        |          |  |  |  |
| 39 |                        |          |  |  |  |
| 40 |                        |          |  |  |  |
| 41 |                        |          |  |  |  |
| 42 |                        |          |  |  |  |
| 43 | Equipment              |          |  |  |  |
| 44 |                        |          |  |  |  |
| 45 |                        |          |  |  |  |
| 46 |                        |          |  |  |  |
| 47 |                        |          |  |  |  |
| 48 |                        |          |  |  |  |
| 49 |                        |          |  |  |  |
| 50 |                        |          |  |  |  |

Signed by the Contractor: .....

Dated: ..... Day of ....., 20 ....

**SCHEDULE 3****Contract Reference Number** .....**Date:** ..... Day of ....., 20 ....

**DETAILS OF MANAGEMENT & TECHNICAL**  
**PERSONNEL PROPOSED FOR THE CONTRACT**

**Reference: Conditions of Tender & Instructions to Tenderers, Clause 7.**

The Tenderer shall list below all key management and technical personnel who will be employed full-time on the Site and assigned responsibility for management and technical supervision of the execution of the whole of the Works under the Contract. Staff involved with provision of Head Office support shall also be listed below.

**Table 3.1 - Details of Management and Technical Personnel**

| <b>Designation</b>  | <b>Name</b> | <b>Qualification</b> | <b>Signature</b> |
|---|-------------|----------------------|------------------|
| <b>Head Office -</b><br>1<br>2<br>3<br>4<br>5                           |             |                      |                  |
| <b>Site Office -</b><br>1<br>2<br>3<br>4<br>5<br>6<br>7<br>8<br>9<br>10 |             |                      |                  |

Signed by the Contractor: .....

Dated: ..... Day of ....., 20 ....





**SCHEDULE 4****Contract Reference Number** .....**Date:** ..... Day of ....., 20 .....**DETAILS OF EQUIPMENT PROPOSED FOR EXECUTION OF THE WORKS****Reference: Conditions of Tender & Instructions to Tenderers, Clause 7.**

The Tenderer shall list below, all items of Equipment he intends to employ on the Site for execution of the whole of the Works, the number, timing and period of utilization and details regarding ownership/rental requirements for each item listed.

Note: Timing/utilization of each Equipment item should be detailed in Schedule 1, Tenderer's Programme.

**Table 4.1 - Equipment Proposed for Execution of the Works**

| Equipment Item              | No. | Timing |    | Utilization<br>(days/weeks) | Owned or<br>to be Rented |
|-----------------------------|-----|--------|----|-----------------------------|--------------------------|
|                             |     | From   | To |                             |                          |
| Supervision Vehicle         |     |        |    |                             |                          |
| Motor Bike                  |     |        |    |                             |                          |
| Bicycle                     |     |        |    |                             |                          |
| Agricultural Tractor        |     |        |    |                             |                          |
| Towed Murrum Trailer        |     |        |    |                             |                          |
| Towed Water Bowser          |     |        |    |                             |                          |
| Towed Fuel Bowser           |     |        |    |                             |                          |
| Towed Roller                |     |        |    |                             |                          |
| Towed Grader                |     |        |    |                             |                          |
| Pedestrian Vibrating Roller |     |        |    |                             |                          |
| Concrete Mixer              |     |        |    |                             |                          |

Signed by the Contractor: .....

Dated: ..... Day of ....., 20 .....



|               |   |  |
|---------------|---|--|
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |
| Section A1-11 | : | Letter of Acceptance   |
| Section A1-12 | : | Mobilisation Site Meeting  |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                     |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B  |
| Section A1-15 | : | Forms of Certification   |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                     |

|              |   |  |
|--------------|---|--|
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| Section A1-2 | : | Invitation to Tender                               |
| Section A1-3 | : | Conditions of Tender and Instructions to Tenderers |
| Section A1-4 | : | Form of Tender                                     |

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## Section A1-5

### Conditions of Contract

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|              |   |               |
|--------------|---|---------------|
| Section A1-6 | : | Contract Data |
|--------------|---|---------------|

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## **Section A1-5**

### **Conditions of Contract**

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## CONDITIONS OF CONTRACT

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## **A. GENERAL**

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### **01 DEFINITIONS, INTERPRETATIONS AND POWERS**

- 01.1** In the Contract, the below listed Terms, identified by the use of bold type, have the following meanings assigned to them.
- 01.2** **Acceptance** is the date when the **Contract** came into existence upon receipt by the **Contractor** of the **Letter of Acceptance** issued by the **Employer**.
- 01.3** The **Adjudicator** is the person appointed jointly by the **Employer** and the **Contractor** to resolve disputes in the first instance, as provided for in **Clauses 24, 25 and 26** hereunder.
- 01.4** **Bill of Quantities** means the priced and completed **Bill of Quantities** forming part of the **Contractor's Bid**.
- 01.5** **Compensation Events** are those defined in **Clause 44** hereunder.
- 01.6** The **Completion Date** is the date of completion of the **Works** as certified by the **Engineer**, in accordance with **Sub-Clause 55.1** hereunder.
- 01.7** The **Contract** is the legal agreement between the **Employer** and the **Contractor** to execute, complete and maintain the **Works**. It consists of the documents listed in **Clause 2.2** hereunder.
- 01.8** The **Contractor** is a person or corporate body whose **Contractor's Tender** to carry out the **Works** has been accepted by the **Employer** and the legal successors in title to such person, but not (except with the consent of the **Employer**) any assignee of such person.
- 01.9** The **Contractor's Tender** is the completed bidding document submitted by the **Contractor** to the **Employer** for the execution and completion of the **Works** and the remedying of any defects in accordance with provisions of the **Contract**. Every rate entered in the **Bill of Quantities** shall form part of the **Contract** whether or not such a rate shall be employed in the computation of the **Contract Price**.
- 01.10** The **Contract Data** defines the documents comprising the **Contract**.
- 01.11** The **Contract Price** is the price stated in the **Letter of Acceptance** and thereafter as adjusted in accordance with the provisions of the **Contract**.
- 01.12** **Cost** is all the expenditure properly incurred or to be incurred, whether on or off the **Site**, including overhead and other charges allowable but does not include profit.
- 01.13** **Days** are calendar days and **Months** are calendar months.
- 01.14** **Defects** are any part of the **Works** not completed in accordance with the **Contract**.
- 01.15** The **Defects Liability Certificate** is the certificate issued by the **Engineer** upon correction of defects by the **Contractor**.
- 01.16** The **Defects Liability Period** is the period named in the **Contract Data** and calculated from the **Completion Date**.
- 01.17** **Drawings** include calculations and other information provided or approved by the **Engineer** for the execution of the **Contract**.
- 01.18** The **Employer** is the party who employs the **Contractor** to carry out the **Works**.
- 01.19** The **Engineer** is the person named in the **Contract Data** (or any other competent person appointed by the **Employer** and notified to the **Contractor**, to act in replacement of the **Engineer**) who is responsible for; supervising the **Contractor** and ensuring the **Works** are executed in accordance with the provisions of the **Contract**, administering the **Contract**, certifying payments due to the **Contractor**, issuing and valuing **Variations** to the **Contract**,

awarding extensions of time, issuing **Instructions** as and when required, and valuing any **Compensation Events**.

- 01.20 Environmental Restoration Certificate** is the certificate issued by the **Engineer** confirming that the **Site** has been restored to its original condition.
- 01.21 Equipment** is the **Contractor's** machinery and vehicles brought temporarily to the Site to execute the **Works**.
- 01.22 The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the **Works**. The **Intended Completion Date** is specified in the **Contract Data**. The **Intended Completion Date** may be revised only by the **Engineer** issuing an extension of time.
- 01.23 Materials** are all supplies, including consumables used by the **Contractor** for incorporation in the **Works**, from sources approved by the **Employer**.
- 01.24 Retention Money** is the aggregate of all monies retained by the **Employer** pursuant to **Clause 48** hereunder.
- 01.25 The Site** is the area defined as such in the **Contract Data**.
- 01.26 The Start Date** is given in the **Contract Data**. It is the latest date when the **Contractor** shall commence execution of the **Works**.
- 01.27 Technical Specifications** are the specifications of the **Works** included in the **Contract** and any modification or addition made or approved by the **Engineer**.
- 01.28 Temporary Works** are works designed, constructed, installed and removed by the **Contractor** that are needed for construction or installation of the **Works** and remedying of any **Defects**.
- 01.29 Variations** are written instructions given by the **Engineer** to the **Contractor**, which varies the **Works** and such **Variations** may or may not change the scope of the **Works**, the quantities in the **Bill of Quantities**, the **Intended Completion Date** and the **Contract Price**.
- 01.30 The Works** are what the **Contract** requires the **Contractor** to construct, install and hand over to the **Employer**, as defined in the **Contract Data** and other **Contract** documentation.

## **02 INTERPRETATION**

- 02.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 02.2** Documents forming the Contract shall be interpreted in the following order of priority:
- a) Form of Contract Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Tender including the Contract Data signed by the Contractor,
  - d) Tender Addenda and any other document(s) listed in the Contract Data and Appendix to Form of Contract Agreement as forming part of the Contract.
  - e) Conditions of Contract,
  - f) Technical Specifications,
  - g) Drawings,
  - h) Priced Bill of Quantities, and
  - i) Schedules 1, 2, 3 and 4 of supplementary information.



**03      LANGUAGE AND LAW**

- 03.1**      The language of the Contract and the law governing the Contract are stated in the Contract Data.

**04      ENGINEERS DECISIONS**

- 04.1**      Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor fairly and impartially, in the role representing the Employer.

**05      DELEGATION**

- 05.1**      The Engineer may delegate any of his duties and responsibilities to other qualified and competent people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

**06      COMMUNICATIONS**

- 06.1**      Communications between parties to the Contract, including but not limited to, those concerning approvals, adjustments, instructions, notifications, permissions, reporting, termination, variations and notices which are referred to in the Conditions of Contract shall be effective only when in writing. Any notice shall be effective only when it is delivered.

**07      SUBCONTRACTING**

- 07.1**      The Contractor shall not Subcontract all or any part of the Works without the approval in writing of the Engineer, and may not assign the Contract or any part thereof without the approval of the Employer in writing. Subcontracting, where approved, shall not alter the Contractor's obligations.

**08      OTHER CONTRACTORS**

Not applicable

**09      PERSONNEL**

- 09.1**      The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Contractor shall during employment provide equal opportunity to men and women and people with disabilities for all positions. The Engineer will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal or better than those of the key personnel listed in the Schedule.
- 09.2**      If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.
- 09.3**      The wages paid to staff, foremen or other labour and the hours and conditions of work shall be in accordance with any Statute, Rule or Act as shall be applicable during the duration of the Contract. Both men and women shall receive equal pay for work of equal value. The Contractor shall keep fully detailed muster-rolls in the language of the Contract showing wages paid to all personnel employed by the Contractor and shall be bound to produce such muster-rolls for inspection by any person authorized by the Engineer. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers in the trade or industry in which the Contractor is engaged.

- 09.4** The Contractor will be expected to employ labour on a daily task- or piece-work basis. The size of the daily task shall be what can reasonably be expected of a labourer during a normal eight (8) hour working day. Depending on the nature of the work, the Contractor shall allow flexible working hours, especially for women, on a piece work-basis. The level of task- and/or piece-work will vary depending upon terrain and ground conditions and the Contractor will be expected to agree task levels and payment system with the Engineer from time to time.
- 09.5** Should a claim be made to the Employer alleging the Contractor's default in payment of Fair Wages of any person employed on the Contract and if proof thereof is furnished satisfactory to the Employer, the Employer may, failing payment by the Contractor, pay the claims out of any moneys due or which may become due to the Contractor under the Contract.
- 09.6** The Contractor shall recognize the freedom of his employees to be members of trade unions and other common interest groups.
- 09.7** The Contractor shall keep daily records showing the staff and all classes of labour employed by the Contractor on the Site. This is additional to the keeping of muster-rolls mentioned in **Clause 9.3** above. All these records shall be made available to the Engineer at such intervals he may prescribe.
- 09.8** All general labourers employed by the Contractor shall be recruited from the population living in the immediate area of the Site.
- 09.9** There shall be no discrimination in recruitment because of gender or tribal, religious or political affiliations or being disabled. Only capable persons shall be employed and the minimum age of any employee shall be eighteen (18) years.
- 09.10** The Contractor shall provide equal opportunity of employment for women for all classes of work on the Site and shall comply with the labour recruitment procedure described in **Appendix 1** hereto.

## **10 EMPLOYERS AND CONTRACTOR'S RISKS**

- 10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11 EMPLOYER'S RISKS**

- 11.1** From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- a)** The risk of personal injury or death or loss of or damage to property (excluding the Works, Material and Equipment), which are due to:
    - i.** use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - ii.** negligence, breach of statutory duty, interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - b)** The risk of damage to the Works, Materials and Equipment to the extent that it is due to the fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the area where the Works are to be executed.
- 11.2** From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works and Materials is an Employer's risk except loss or damage due to:
- a)** a Defect which existed on the Completion Date,
  - b)** an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - c)** activities of the Contractor on the Site after the Completion Date.

## **12 CONTRACTOR'S RISKS**

- 12.1** From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury or death and loss of or damage to property (including, without limitation, the Works, Materials and Equipment) which are not Employer's risks are Contractor's risks.

## **13 INSURANCE**

- 13.1** The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a)** loss of or damage to the Works, Materials and Equipment,
  - b)** loss of or damage to property (except the Works, Materials and Equipment) in connection with the Contract, and
  - c)** personal injury and death.
- 13.2** Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for his approval before the Start Date.
- 13.3** If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance for which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor.
- 13.4** Alterations in the terms of any insurance policy shall not be made without the written approval of the Engineer.
- 13.5** Both parties shall comply with any/all conditions of the insurance policies.
- 13.6** Each party shall be liable for and indemnify the other against losses, expenses and claims for loss or damage to physical property, personal injury or death caused by its own acts or omissions or those of its servants or agents.
- 13.7** The party claiming indemnity shall take all reasonable steps to mitigate the loss or damage which may occur.
- 13.8** The Contractor shall indemnify the Employer against claims for damage caused by the movement of his Equipment or Temporary Works outside the Site.

## **14 SITE VISIT, SITE INVESTIGATION REPORTS AND SUBSEQUENT SITE MEETINGS**

- 14.1** The Contractor, in preparing the Tender, shall rely on the Site Visit (**Clause 10** of the Conditions of Tender and Instructions to Tenderers) any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to the Tenderer.
- 14.2** The Contractor shall undertake site meetings (in addition to management meetings, **Clause 31** hereof) with representatives of the benefiting community or communities in which the Works are being performed including:
- a)** immediately following initial mobilization to the Site,
  - b)** at regular intervals during implementation of the Works including the Defects Liability Period (if any) and
  - c)** prior to issuance of the Environmental Restoration Certificate.

## **15 QUERIES ABOUT THE CONTRACT DATA**

- 15.1** The Engineer will clarify queries on the Contract Data in writing within five (5) days of receiving the query.

**16 CONTRACTOR TO CONSTRUCT THE WORKS**

- 16.1** The Contractor shall construct and install the Works in accordance with the Technical Specifications and Drawings.
- 16.2** The Works shall be carried out, where feasible, using labour-based methods. Heavy equipment use will only be allowed where labour-based methods are uneconomic or where local labour is not available. It is expected that the Contractor will use tractors and tractor drawn equipment including trailers, water bowsters and vibratory rollers (both tractor drawn and self propelled). Equipment can either be owned by the Contractor or rented from external sources including the Employer. If rented from external sources, deductions shall be made from the Contractor's monthly claims for direct payment to the external renting sources. In this case, the Contractor will only be responsible for meeting the direct costs of operating the equipment.
- 16.3** The Contractor, as part of his Tender, shall provide a Schedule of equipment he intends to use on site, those equipment items owned or rented and if rented from what source, and the planned duration of use (in weeks) of each item.
- 16.4** During execution of the Works and at times specified by the Engineer, the Contractor shall provide Returns, in a format acceptable to the Engineer, detailing the supervisory staff, numbers and classes of personnel and equipment use by item employed by the Contractor on the Site.

**17 THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE**

- 17.1** The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted in his Tender and updated from time to time with the approval of the Engineer, and complete the Works by the Intended Completion Date.

**18 APPROVAL BY THE ENGINEER OF CONTRACTOR'S TEMPORARY WORKS**

- 18.1** The Contractor shall submit Specifications and Drawings showing any proposed Temporary Works to the Engineer, who will approve them if they comply with the Client's standard Technical Specifications and Drawings.
- 18.2** The Contractor shall be responsible for the design and preparation of Drawings for all Temporary Works.
- 18.3** The Engineer's approval shall not alter the Contractors responsibility for design of Temporary Works.
- 18.4** The Contractor shall obtain approval of third parties to design of Temporary Works.

**19 HEALTH AND SAFETY**

- 19.1** The Contractor shall be responsible for the safety of all activities on the Site. Due precautions shall be taken by the Contractor at his own cost for the safety of his employees including those of his Sub-Contractors (if any) and all other persons on the Site, and in collaboration with and to the requirements of the local health authorities to ensure that first aid equipment and transport are available at all times throughout the period of the Contract and suitable arrangements made for all necessary welfare, including provision of adequate food rations, clean drinking water, HIV/AIDS awareness information including condoms and other hygiene requirements.
- 19.2** The Contractor's responsibilities shall include:
- a)** the provision and maintenance of systems of work that are lighted, safe and without risks to health,

- b) suitable arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage, transport and disposal of articles and substances,
- c) provision of construction quality hand tools fitted with turned and polished handles,
- d) provision of protective clothing and equipment, first aid stations with such personnel and equipment as are necessary and such information, instruction, training and supervision as are necessary to ensure the health and safety of all persons employed on the Works all in accordance with the applicable laws,
- e) in all cases, the Contractor shall give due consideration to the needs of special groups, especially women and people with disabilities,
- f) designation as **Safety Officer** of one of senior staff who shall have specific knowledge of safety regulations and experience of safety precautions on similar works and who shall advise on all matters affecting the safety of the workers and on all measures to be taken to promote such safety,
- g) provision and maintenance of access to all places on the Site in a condition that is safe and without risk of injury. Except with the prior approval of the Engineer, access for traffic must be maintained. Where diversions are made, the Contractor must ensure that these are of adequate standard to allow vehicles to pass in safety,
- h) adequate arrangements for the provision of clean drinking water and adequate food rations for all workers employed on the Site,
- i) provision of adequate latrine facilities and other sanitary arrangements on the Site for both men and women to the satisfaction of both men and women, and the area medical authorities,
- j) the execution of appropriate measures in consultation with the appropriate Public Health Authority to control within the Site, including any camp sites, tsetse flies, mosquitoes, flies and pests including the application of suitable and approved chemicals to breeding areas,
- k) provision of advise in the form of monthly information campaigns to the local community and all Site staff and workers including drivers and their crews making deliveries to the Site of the dangers and impact of HIV/AIDS, together with the supply of free condoms to all Site staff and workers and members of the local community where requested by them to do so,
- l) reporting to the District Works Committee within six (6) hours and the Engineer within one day of the occurrence of any serious incident of sickness or accident at or about the Site or in connection with the execution of the Work. The Contractor shall also report such serious incident of sickness or accident to the competent authority wherever such report is required by law, and
- m) protection of the environment on and off the Site and to avoid damage to vegetation or nuisance to persons or to property of the public or other causes arising from the execution of the Works; refer **Clause 64** below.

## **20 DISCOVERIES**

- 20.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **21 POSSESSION OF THE SITE**

- 21.1** The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

**22      ACCESS TO THE SITE**

- 22.1**      The Contractor shall allow the Engineer or any person authorized by the Engineer access to the Site and any place where work in connection with the Contract is being carried out or is intended to be carried out, including Equipment and Materials.

**23      INSTRUCTIONS**

- 23.1**      The Contractor shall carry out all Instructions of the Engineer, which are in writing and comply with applicable laws where the Site is located.

**24      DISPUTES**

- 24.1**      If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of the notification of the Engineer's decision.

**25      PROCEDURES FOR DISPUTES**

- 25.1**      The Adjudicator shall give a decision in writing within twenty eight days (28) days of receipt of a notification of a dispute.
- 25.2**      The Adjudicator shall be paid by the hour at the rate specified in the Contract Data, together with reimbursable expenses of the types specified and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. If the Adjudicator does not notify his decision within the time provided in **Clause 25.1** above or if a party to the Contract disagrees with his decision, any party to the dispute may give to the other parties a notice to refer the dispute to an Arbitrator. The arbitrator shall be agreed upon between all parties to the Contract and appointed under the Arbitration Act. A notice to refer a dispute to an Arbitrator may not be given more that twenty eight (28) days after the Adjudicator has or should have notified its decision. If none of the parties to the Contract refer the dispute to arbitration within the above twenty eight (28) days, the Adjudicator's decision shall be final and binding.
- 25.3**      Any arbitration shall be conducted in accordance with the Arbitration Act and at the place shown in the Contract Data.

**26      REPLACEMENT OF THE ADJUDICATOR**

- 26.1**      Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor.
- 26.2**      In case of disagreement between the Employer and the Contractor, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within fourteen (14) days of receipt of such request.

## **B. TIME CONTROL**

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### **27 PROGRAMME**

- 27.1** The Contractor shall submit, as part of his Tender, a Programme showing the general methods, arrangements, order and timing for all the activities in the Works, with specific emphasis on labour requirements, equipment utilization and production.
- 27.2** An update of the Programme is a programme showing the actual progress achieved on each Work activity and the effect of the progress achieved on the timing of the remaining activities including any changes to the sequence of the activities.
- 27.3** The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

### **28 EXTENSION OF THE INTENDED COMPLETION DATE**

- 28.1** The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause him to incur additional cost.
- 28.2** The Engineer shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor requesting the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by his failure will not be considered in assessing the new Intended Completion Date.

### **29 ACCELERATION**

- 29.1** When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Engineer will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 29.2** If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

### **30 DELAYS ORDERED BY THE ENGINEER**

- 30.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Such a situation shall be treated as a Compensation Event.

### **31 MANAGEMENT MEETINGS**

- 31.1** Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining Works and to deal with matters raised in accordance with the early warning procedure.

- 31.2** The Engineer shall record the business of management meetings and shall, within seven (7) days, provide copies of the record to all those attending the meeting and to the Employer. The responsibility of all parties to the Contract for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32** **EARLY WARNING**

- 32.1** The Contractor shall warn the Engineer at the earliest possible opportunity of any error, omission, fault and other defect in the design of or specification for the Works that are discovered when reviewing the Contract Documents or in the process of execution of the Works, which may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the omission, fault or circumstance on the Contract Price and Intended Completion Date. This estimate shall be provided by the Contractor as soon as reasonably possible.
- 32.2** The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an omission, fault or circumstance can be avoided or reduced by anyone involved in the Works and in carrying out any resulting instruction of the Engineer.



## **C. QUALITY CONTROL**

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### **33 IDENTIFYING DEFECTS**

- 33.1** The Engineer shall check the Contractors Works and notify the Contractor in writing of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any Works which he considers may have a Defect.

### **34 TESTS AND MATERIALS**

- 34.1** If the Engineer instructs the Contractor to carry out any test not specified in the Technical Specifications to check if any Works, including Materials used therein, have a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 34.2** All Materials used in the execution of the Works shall comply in all respects with the Specifications and shall originate only from sources approved by the Employer.
- 34.3** The Engineer shall approve all Materials prior to their incorporation in the Works.
- 34.4** Any Materials rejected by the Engineer shall be removed from the Site by the Contractor within the time specified by the Engineer. The costs of removing rejected Materials from Site shall be at the full expense of the Contractor.

### **35 CORRECTION OF DEFECTS**

- 35.1** The Engineer shall give notice to the Contractor of any Defects of which he is aware before the end of the Defects Liability Period stated in the Contract Data and which commences at the Contract Completion Date.
- 35.2** During the Defects Liability Period, the Contractor shall carry out maintenance of both the Site, as described in the Location Map, together with the whole of the Works of the Contract.
- 35.3** Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.
- 35.4** The Contractor is responsible for correcting Defects which he notices himself before the end of the Defects Liability Period.
- 35.5** The Engineer shall certify that all Defects have been corrected when he, as a result of a Site inspection accompanied by the Contractor, has determined to his satisfaction that all known Defects have been corrected. If the Defects are not the fault of the Contractor, the corrections will be paid for at the unit rates of the Contract.

### **36 UNCORRECTED DEFECTS**

- 36.1** If the Contractor has not corrected a Defect within the time specified in an Engineer's notice, the Engineer will assess costs of having the Defect corrected by a third party.
- 36.2** The Engineer shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct the Defect. If the Contractor does not correct the Defect himself within the notice period, the Engineer may have the Defect corrected by the third party and the cost of correcting the Defect shall be paid by the Contractor from his monies due or to become due.

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## **D. COST CONTROL**

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### **37 BILL OF QUANTITIES**

- 37.1** The Bill of Quantities shall contain estimated quantities of all items for execution of the Works including construction, rehabilitation, installation, provision of materials, testing and commissioning to be done by the Contractor.
- 37.2** The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the actual measured quantity of the Works at the unit rates stated in the Bill of Quantities for each item.
- 37.3** Items for the Works for which no unit rate or price has been included in the Bill of Quantities shall not be paid for by the Employer and shall be deemed covered by other unit rates and prices in the Contract

### **38 CHANGES IN THE QUANTITIES**

- 38.1** If the final quantity of the Works done differs from the quantities stated in the Bill of Quantities for any particular item by more than twenty five (25) percent, provided the change exceeds two (2) percent of the Contract Price, the Engineer shall adjust the unit rate to allow for the change.
- 38.2** The Engineer shall not adjust unit rates from changes in quantities if thereby the Contract Price is exceeded by more than fifteen (15) percent except with prior written approval of the Employer.
- 38.3** If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any unit rate in the Bill of Quantities.

### **39 VARIATIONS**

- 39.1** All Variations shall be included in updated Programmes produced by the Contractor.

### **40 PAYMENTS FOR VARIATIONS**

- 40.1** The Contractor shall forecast the cost effect of a proposed Variation on the Contract Price and provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be provided within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.
- 40.2** If the Works included in the variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity or timing of execution of Works does not cause the cost per unit of quantity to change, the unit rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the Works in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new unit rates for the relevant items of Work.
- 40.3** If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make changes to the Contract Price which shall be based on his own forecast of the effects of the Variation on the Contractor's costs.
- 40.4** If the Engineer decides that the urgency of varying the Works would prevent a quotation being given and considered without delaying the Works, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5** The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

## **41 CASH FLOW FORECASTS**

- 41.1** When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

## **42 PAYMENT CERTIFICATES**

- 42.1** The Contractor shall submit to the Engineer monthly statements of the estimated value of the Works completed less the cumulative amount certified previously.
- 42.2** The Engineer shall, within seven (7) days of receipt of the Contractor's monthly statement, check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3** The value of Works executed shall be determined by direct measurement by the Engineer together with the Contractor or his authorized representative.
- 42.4** The value of Works executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5** The value of Works executed shall include the valuation of Variations and Compensation Events.
- 42.6** The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in light of later information.

## **43 PAYMENTS**

- 43.1** Payments to the Contractor shall be adjusted for deductions for Advance Payment, Equipment rented from the Employer or other external sources, Withholding Tax, Retention and Liquidated Damages. The Employer shall pay the Contractor the amount certified by the Engineer within fourteen (14) days of the date of each certificate.
- 43.2** If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made and at the prevailing rate of interest for commercial borrowing.
- 43.3** If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this Clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.4** No payments will be made to the Contractor for materials on site without approval in writing from the Employer.
- 43.5** Value Added Tax or VAT will not apply to Contracts financed from Danida funds.

## **44 COMPENSATION EVENTS**

- 44.1** The following shall be Compensation Events:
- a)** the Employer does not give access to any part of the Site by the Site Possession Date stated in the Contract data,
  - b)** the Engineer orders a delay or does not issue Drawings, Technical Specifications or Instructions required for execution of the Works on time,
  - c)** the Employer fails to provide agreed rental Equipment in a timely manner,
  - d)** the Employers fails to provide information regarding approved sources of Materials,
  - e)** the Engineer instructs the Contractor to uncover or carry out additional tests upon Works which is/are then found to have no Defects,

- f) ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from information issued to Tenderers (including the Site Visit and Site Investigation Reports), from information available publicly and from a visual inspection of the Site,
- g) weather records within a calendar month and before the Completion Date at the place of the Works, shows that the recorded weather conditions would have a statistical occurrence less frequently than once in ten years,
- h) the Engineer gives an instruction for dealing with an unforeseen condition, a Defect caused by the Employer, or additional Works required for safety or other reasons,
- i) other contractors, public authorities, utilities or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor,
- j) the Advance Payment is delayed,
- k) the effects on the Contractor of any of the Employer's risks,
- l) the Engineer unreasonably delays issuing the Certificate of Completion, and
- m) other Compensation Events listed in the Contract data, described in the Contract or determined by the Engineer shall apply.

**44.2** If a Compensation Event would cause additional cost or would prevent the Works being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion date shall be extended.

**44.3** As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Engineer and the Contract Price adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall make his own forecast and adjust the Contract Price on that basis. The Engineer will assume that the Contractor will react competently and promptly to the event.

**44.4** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

## **45** **TAX**

**45.1** The Engineer shall adjust the Contract Price if taxes, duties and other levies are charged between the date twenty eight (28) days before the submissions of tenders for the Contract and the date of the Certificate of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such charges are not already reflected in the Contract Price.

## **46** **CURRENCIES**

Not applicable

## **47** **PRICE ADJUSTMENT**

**47.1** Prices may be adjusted for fluctuations in the cost of inputs only which are provided for in the Contract Data. If so provided, the amounts certified in each payment certificate, after deduction for Advance Payment, Retention, etc., shall be adjusted by using the difference between the new and the old prices for the remaining quantities of the Bill of Quantities items for which the price increases apply.

- 47.2** In determining the amount of any adjustment to the Contract Price pursuant to this Sub-Clause no account shall be taken of any overheads or profits.

## **48**      **RETENTION**

- 48.1** The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 48.2** Where a Defects Liability Period does not apply to the Contract, the total amount retained shall be repaid to the Contractor on Completion of the whole of the Works together with all works associated with environmental restoration of all of the site(s); refer **Clause 64** below.
- 48.3** Where a Defects Liability Period does apply to a Contract, the total amount retained shall be repaid to the Contractor when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by him to the Contractor before the end of this period have been corrected together with all works associated with environmental restoration of all of the site(s); refer **Clause 64** below.

## **49**      **LIQUIDATED DAMAGES**

- 49.1** The Contractor shall pay Liquidated Damages to the Employer at the rate per calendar day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of Liquidated Damages shall not exceed the amount defined in the Contract Data. The Employer may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's liabilities.
- 49.2** If the Intended Completion Date is extended after Liquidated Damages have been paid, the Engineer shall correct any overpayment of Liquidated Damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **Sub-Clause 43.1**.

## **50**      **MINIMUM WAGES**

- 50.1** The Contractor shall pay not less than the Minimum Wage stated in the Contract Data inclusive of all allowances for food rations, medical and transport services, etc., for locally employed general workers; refer **Sub-Clause 9.4** and **Clause 19** above.

## **51**      **ADVANCE PAYMENT**

- 51.1** The Employer shall make an interest free Advance Payment to the Contractor as stated in the Contract Data against provision by the Contractor of an Unconditional Bank/Insurance Guarantee in a form and by a bank/insurance company acceptable to the Employer in amounts and currencies equal to the Advance Payment.
- 51.2** The Guarantee shall remain effective until the Advance Payment has been fully repaid to the Employer.
- 51.3** The Contractor shall use the Advance Payment only for payment of Equipment, Materials, general labour wages, staff salaries and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that the Advance Payment has been used in this way by providing copies of invoices, pay rolls or other documents as may be required by the Engineer.
- 51.4** The Advance Payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis and as stated in the Contract Data.

- 51.5** No account shall be taken of the Advance Payment or its repayment in assessing valuations of Works done, Variations, price adjustments, Compensation Events and Liquidated Damages.

## **52**      **SECURITIES**

- 52.1** If required, a Performance Security shall be provided by the Contractor to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form by a bank/insurance bond acceptable to the Employer. The Performance Security shall be valid until a date twenty eight (28) days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
- 52.2** If there is no reason to call the Performance Security, it shall be returned to the Contractor by the Employer within fourteen (14) days of the issuance of the Certificate of Defects Liability Period.
- 52.3** The Employer shall notify the Contractor of any claim made against the institution issuing the security.
- 52.4** The Employer may claim against the security if any of the following occurs for thirty (30) days or more:
- a)** the Contractor is in breach of the Contract and the Employer has notified him accordingly, and
  - b)** the Contract has not paid an amount due to the Employer.

## **53**      **DAYWORKS**

- 53.1** If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work and only when the Engineer has given written instructions in advance for additional work to be paid in that way.
- 53.2** All Works to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two (2) days of the work being completed.
- 53.3** The Contractor shall only be paid for Dayworks subject to obtaining signed Dayworks forms from the Engineer.

## **54**      **COST OF REPAIRS**

- 54.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

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### **55 COMPLETION**

- 55.1** The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works are completed.

### **56 TAKING OVER THE WORKS**

- 56.1** The Employer shall take over the Site and the Works within seven (7) days of the Engineer issuing the Certificate of Completion.
- 56.2** Loss or damage to the Works or Materials incorporated in the Works during this period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions to provide adequate security.

### **57 FINAL ACCOUNT**

- 57.1** The Contractor shall supply the Engineer with a detailed Final Account of the total amount that the Contractor considers payable to him under the Contract on completion of the whole of the Works and at the end of the Defects Liability Period.
- 57.2** The Engineer, upon issuing the Certificate of Defects Liability and the Certificate of Environmental Restoration (refer **Clause 64** below), shall certify any final payment due to the Contractor (including half the Retention money as defined in **Sub-Clause 48.2** above) within fourteen (14) days of receiving the Final Account if it is complete and correct. If it is not correct, the Engineer shall issue within the same period a schedule which indicates the scope of the corrections necessary.
- 57.3** If the corrected Final Account submitted by the Contractor is still unsatisfactory, the Engineer shall decide on the amount payable to the Contractor and issue a Final Payment Certificate.

### **58 OPERATING AND MAINTENANCE MANUALS**

- 58.1** Where "as built" Drawings and/or Operating and Maintenance Manuals are required by the Contract, the Contractor shall supply same by the date stated in the Contract Data.
- 58.2** If the Contractor does not supply the required Drawings and/or Operating and Maintenance manuals by the date stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **59 TERMINATION**

- 59.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract which substantially deprives him of the principal benefits of the Contract.
- 59.2** Fundamental breaches of Contract shall include, but are not limited to, the following:
- a)** the Contractor fails to commence the Works within twenty eight (28) days of the Start Date,
  - b)** the Contractor fails to provide a required Security,
  - c)** the Contractor contravenes any/all of **Clauses 7, 19, 34, 50 and 51** of these Conditions of Contract,
  - d)** the Contractor stops the Works for a continuous period of twenty eight (28) days when no such stoppage of work is shown on the current Programme, and the stoppage has not been authorized by the Engineer,

- e) the Contractor fails to maintain adequate security of the Site and the Works,
- f) the Contractor delays completion of the Works by more than the number of days for which the maximum amount of Liquidated Damages can be paid (as defined in the Contract Data),
- g) the Employer or the Contractor is made bankrupt or goes into receivership or liquidation other than for reconstruction or amalgamation,
- h) the Engineer instructs the Contractor to delay the progress of the Work and fails to withdraw the instruction within thirty (30) days,
- i) a payment certified by the Engineer is not paid by the Employer to the Contractor within sixty (60) days of the date of the certificate, and
- j) the Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time as determined by the Engineer.

**59.3** When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed in **Sub-Clause 59.2** above, the Engineer shall decide whether the breach is fundamental or not.

**59.4** Notwithstanding the above, the Employer may terminate the Contract at his convenience but with his reasons clearly stated in writing to the Contractor.

**59.5** If the Contract is terminated, the Contractor shall stop the Works immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **60 PAYMENT UPON TERMINATION**

**60.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the Works done and Materials ordered and on the Site less advance and other payments received up to the date of the issue of the certificate and less the percentage of the value of the Works not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply and the Employer has a right to damages in respect to any loss incurred arising from the breach. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable by the Contractor to the Employer which shall be recovered by the Employer from existing Securities or future payments due the Contractor for other ongoing or future Works.

**60.2** If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the total value of the Works done, Materials ordered and on the Site, the reasonable cost of removal of Equipment, relocation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance and other payments received by the Contractor up to the date of the certificate.

## **61 PROPERTY**

**61.1** All Materials on the Site, including Equipment and Temporary Works are deemed to be the property of the Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

## **62 RELEASE FROM PERFORMANCE**

**62.1** If the Contract, after the Acceptance Date, is frustrated by an outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Works as quickly as possible after receiving this certificate and shall be paid for all Works carried out before receiving it and for any Works carried out afterward for which a commitment was made.



### **63      SUSPENSION OF FUNDING BY FUNDING AGENCY**

- 63.1**      In the event the Funding Agency suspends funding to the Employer and from which payments to the Contractor are made:
- a) the Employer is obliged to notify the Contractor of such suspension within seven (7) days of having received the Funding Agency's suspension notice, and
  - b) if the Contractor has not received sums due to him within the fourteen (14) days for payment provided in **Sub-Clause 43.1** above, the Contractor may immediately issue a twenty eight (28) day Contract Termination notice.

### **64      ENVIRONMENTAL ISSUES**

- 64.1**      Environmental Due Diligence, as defined by the laws of the National Environment Management Authority, shall be maintained at all times by the Contractor during execution of the Works.
- 64.2**      The period of Environmental Due Diligence shall commence on the Contract Start Date and extend until issuance of the Defects Liability Certificate.
- 64.3**      Within seven (7) days of the Award of Contract, the Contractor shall, in writing together with a simple site plan, propose to the Engineer the location of Site installations including sanitation facilities and detail proposed measures to minimize impacts on the environment and the people living in the immediate vicinity with regard to the surface area used (bush clearing and tree removal, drainage and garbage disposal) and underground impacts (disruption to the water table and/or groundwater pollution).
- 64.4**      If execution of the Works includes the need for access roads and the excavation of material from quarries and/or borrow pits, the Contractor shall ensure the preservation of trees, adequate spreading of stripped overburden to facilitate water percolation and natural vegetation growth. On completion of the Works, the Contractor shall make provision for adequate drainage ditches including re-establishment of previous natural water courses and restoration of all of the quarries and/or borrow pits and their access roads to their original appearance.
- 64.5**      At the end of the Defects Liability Period and during the taking over period (**Clause 56** above), the Contractor shall do everything necessary to restore the Work Site(s) to its/their original condition.
- 64.6**      The Engineer, once satisfied that the Contractor has made every reasonable effort to restore the quarries and/or borrow pits and their access roads and the Work Site(s) to its/their original condition, shall provide a Certificate of Environmental Restoration confirming that all areas affected by the performance of the Works have been restored to their original condition.
- 64.7**      Final payment by the Employer to the Contractor (refer **Clause 57** above) shall be effected only after issuance of the Certificate of Environmental Restoration.



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## LABOUR RECRUITMENT PROCEDURE

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### 01 **PREAMBLE**

Following the award of Contract by the District Local Government Tender Board, it is required that the District Local Government Engineer (DLGE) together with the Contractor convene an on-site Mobilisation Meeting to, inter alia, undertake sensitisation of the stakeholders, including those at sub-county and community levels in which the Contracted Works are to be implemented.

The purpose of the Mobilisation Meeting shall be to inform the stakeholders regarding the Works to be implemented in their areas and the employment opportunities available. Relevant Clauses in the Contract Documentation including the Conditions of Contract concerning the employment of local labour shall be conveyed.

Recruitment shall be the responsibility of the Contractor or his/her representative with assistance of sub-county and/or community representatives. A representative of the DLGE should attend during recruitment to ensure that this procedure is followed.

Costs associated with convening the Mobilisation Meeting shall be included in the Contract as a Provisional and General (P&G) Item in the Bill of Quantity.

### 02 **MOBILISATION MEETING - AGENDA**

The Agenda of the Mobilisation Meeting shall:

- Inform the local leadership, including LC I, II and III representatives, works committee members and councillors from all those communities in which Works are to be implemented, about the nature and scope of the Works and request their participation in the mobilisation of local labour for recruitment as workers.
- Introduce the Contractor to the sub-county administration including the sub-county works committee, who are all to play a monitoring role during Contract implementation.
- Explain to sub-county officials the mode of operation such as work methods including task allocation and rates, working hours, salary scales, working conditions, etc., (refer relevant Clauses in the Conditions of Contract) and the target groups eligible for employment.
- Stress that both men and women are eligible for employment and explain the likely application of 50% quota system in the recruitment to allow for a ratio of 1:1 between male and female workers, and that youth and persons with disabilities should also be considered.
- Clarify the period of time the Contractor expects to keep each recruited worker in employment for purposes of maintaining a constant workforce in order to comply with the Programme (work schedule).
- Explain the terms and conditions of employment, including –
  - mode of payment and amount to be paid for each category of worker and based on the Conditions of Contract and Contract Data,
  - provision of clean drinking water and meals,
  - provision of First Aid Kits at the Work sites, and
  - provision of appropriate and good quality hand tools.
- Present and agree on the Programme (work schedule) for execution of the Works.

- Provide sub-county and community leaders with the **Recruitment Form** (included below) for display at public places in their respective communities including schools, market places, trading centres, sub-county and parish notice boards, etc.
- Agree a time and location for the recruitment of local labour.

### 03 **THE LABOUR RECRUITMENT PROCEDURE**

The Labour Recruitment Procedure shall be as follows -

- In attendance shall be the Contractor or his/her representative, the DLGE or his/her representative, community development staff, and representatives of the LC I, II, III officials, sub-county works committee, and other interest groups.
- The Contractor or his/her representative and the DLGE or his/her representative shall explain the nature and scope of the Works to be undertaken, their duration, the contractual obligations of the Contractor, terms and conditions of employment, task allocation, working hours, salary scales and the target groups eligible for employment.
- Clarification of issues raised, if any.
- Those seeking employment are then invited to come forward and form on orderly queue and, depending on the number of local workers required by the Contractor, either; (a) all those eligible would be employed, or (b) where the number of employment seekers is higher than the required number, a ballot system shall be applied.
- The ballot system involves providing each and every employment seeker a numbered ticket, the duplicate of which is placed in a non-transparent container. Once all employment seekers have been provided with their ticket, a member of the local community shall draw duplicate tickets from the container until the required number of workers is achieved. Those employment seekers whose numbers are drawn are therefore considered successful and those whose numbers are not drawn should be recorded by the Contractor for consideration for future employment where such opportunities arise. In the event there are less women than men succeeding in the ballot, every effort shall be made by the Contractor to ensure that women constitute 30% of the workforce at all times.
- All those employed shall sign or thumb print the **Recruitment Form** as recognition of their commitment to work for the Contractor. Further, each of the workers shall be issued with a card bearing the worker's identification number and detailing the terms and condition of employment; each of these cards shall be signed by the Contractor. The worker's signature in the **Recruitment Form** and the signed card provided to each of the workers shall constitute a contract of employment between the Contractor and the worker.
- Priority of employment shall be for those members of local communities living within a radius of 5 km from the Work site(s) thereby encouraging female participation who are then able to operate from their homes and cater for their domestic responsibilities.
- A copy of the **Recruitment Form** shall be kept at the sub-county by the sub-county Chief who is the Secretary of Works Committee.
- Each worker shall retain his/her identification number during the entire period of their employment, and this same number shall be transferred to the **Muster Roll** which shall be updated on a daily basis and made available on request to all parties included in the Contract.

**District Name** .....

**Contract Number** .....

## RECRUITMENT FORM

| No. | Name | Age | Sex |   | Village | Parish | Signature |
|-----|------|-----|-----|---|---------|--------|-----------|
|     |      |     | F   | M |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
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|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |
|     |      |     |     |   |         |        |           |

Signature  
Contractor

Signature  
LCI

Signature  
S/C Works Committee member

.....

.....

.....

Date.....

Date.....

Date.....

**Contract Number.....**

## WEEKLY MUSTER ROLL

[illegible]

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## Section A1-6

### Contract Data

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|               |   |  |
|---------------|---|--|
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |
| Section A1-11 | : | Letter of Acceptance   |
| Section A1-12 | : | Mobilisation Site Meeting  |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                     |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B  |
| Section A1-15 | : | Forms of Certification   |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                     |

|              |   |  |
|--------------|---|--|
| Section A1-1 | : | General Information                                |
| Section A1-2 | : | Invitation to Tender                               |
| Section A1-3 | : | Conditions of Tender and Instructions to Tenderers |
| Section A1-4 | : | Form of Tender                                     |
| Section A1-5 | : | Conditions of Contract                             |

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**Section A1-6**  
**Contract Data**

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Contract Data ..... Page    6-1



## CONTRACT DATA

**Contract Reference Number** .....

**Note:** The Tenderer shall comply with the following Contract Data which should be read together with the Conditions of Contract and the Conditions of Tender and Instructions to Tenderers.  
Failure to do so may result in rejection of the Tender

***Items marked "N/A" do not apply in this Contract***

1. The following Documents form part of the Contract;
  - (a) Form of Contract Agreement,
  - (b) Letter of Acceptance,
  - (c) Tender including these Contract Data,
  - (d) Tender Addenda, documentation, and correspondence as listed in the Appendix to the Form of Contract Agreement,
  - (e) Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Priced Bill of Quantities,
  - (i) Method of Measurement, and
  - (j) Schedules 1, 2, 3 and 4 of supplementary information.
  
2. The Funding Agency is .....
  
3. The Employer is .....
 

Represented by .....

At the following address .....

.....

Telephone ....., Fax ....., e-mail .....
  
4. The Engineer is .....
 

At the following address .....

.....

Telephone ....., Fax ....., e-mail .....
  
5. The Engineer's Representative is .....
 

At the following address .....

.....

Telephone ....., Fax ....., e-mail .....

| <b>Reference: Conditions of Contract</b>  | <b>Clause No.</b> |
|---|-------------------|
| 6. The language of the Contract is the English language.  | 3                 |
| 7. The Law that applies to the Contract is the Law of the Republic of Uganda.   | 3                 |
| 8. The Currency of the Contract is the Uganda Shilling (UGX).   |                   |
| 9. The Start Date of the Contract is .....  | 17                |
| 10. The Intended Completion Date is .....   | 17                |
| 11. The Site Possession Date is .....   | 21                |
| 12. The Site is located as per the Location Map attached to the Conditions of Tender and Instructions to Tenderers, reference Clause 4.1      |                   |
| 13. The Defects Liability Period is ..... days.   | 35                |
| 14. The maximum liability of the Contractor for property and personal loss and damage under the Contract is UGX .....                         | 13                |
| 15. The minimum insurance cover for physical property, injury and death is UGX.....   | 13                |
| 16. The Adjudicator is .....<br>The Adjudicator's address is .....<br>.....<br>Telephone ....., Fax ....., e-mail .....                       | 26                |
| 17. In the case of disagreement to the appointment of Adjudicator,<br>The Appointing Authority shall be .....                                 | 26                |
| 18. Fees and Reimbursable Expenses paid to the Adjudicator include –<br>UGX ..... as the hourly rate and expenses for .....<br>.....<br>..... | 25                |
| 19. Arbitration shall take place in accordance with the Arbitration Act and the Laws of the Republic of Uganda.                               | 25                |
| 20. Arbitration procedures will take place in the Courts in Uganda  | 25                |

**Reference: Conditions of Contract****Clause No.**

- |     |  |    |
|-----|--|----|
| 21. | The Following Events are Compensation Events –   | 44 |
|     | (a) Correction of Defects which are not the fault of the Contractor.   |    |
|     | (b) Late Payment of Contractor's Certificates by the Employer.   |    |
|     | (c) Delays in Acquisition to Quarries and the Materials therein.   |    |
|     | (d) .....  |    |
|     | (e) .....  |    |
| 22. | The period between Programme updates is thirty (30) days.<br><br>The amount to be withheld from the Contractor by the Employer for late submission of an updated Programme is 0.10% of the remaining value of the Works but not less than UGX 100,000. | 27 |
| 23. | The Contract is not subject to adjustments in prices.  | 47 |
| 24. | The proportion of payments Retention is 10% of each certificate up to a maximum value of 10% of the Contract Price.  | 48 |
| 25. | The Liquidated Damages for the whole of the Works are 0.50% of the remaining value of the Works per day.   | 49 |
| 26. | The maximum amount of Liquidated Damages for the whole of the Works is 10% of the Contract Price.  | 49 |
| 27. | An Advance Payment of up to a maximum of 20% of the Contract Price will be paid to the Contractor by the Employer on provision to the Employer of an acceptable form of Security.  | 51 |
| 28. | The Advance Payment will be paid to the Contractor by the Employer within seven (7) days of the Contractor signing the Contract Agreement.   | 51 |
| 29. | The Advance Payment shall be repaid to the Employer by the Contractor according to the following schedule –  |    |
|     | (a) Certificate No. 2, an amount of .....% of the Advance Payment  |    |
|     | (b) Certificate No. 3, an amount of .....% of the Advance Payment  |    |
|     | (c) Certificate No. 4, an amount of .....% of the Advance Payment  |    |
|     | (d) Certificate No 5, an amount of .....% of the Advance Payment   |    |
|     | (e) Certificate No 6, an amount of .....% of the Advance Payment   |    |
|     | (f) .....  |    |
|     | (g) .....  |    |
|     | (h) .....  |    |

| <b>Reference: Conditions of Contract</b>   | <b>Clause No.</b> |
|--|-------------------|
| 30. A Performance Security is not required for the Contract.   | 52                |
| 31. Where a Performance Security is required, the Contractor shall provide the Employer, within seven (7) days of signing the Contract Agreement, a form of security acceptable to the Employer to the value of 20% of the Contract Price. |                   |
| 32. The Minimum Wage for locally employed general workers shall be<br>UGX ..... per working day inclusive of all allowances for food,<br>medical, transport and other as appropriate.  | 50                |
| 33. The date by which Operating and Maintenance Manuals are required<br>is .....   | 58                |
| 34. The date by which “As Built” Drawings are required is .....  | 58                |
| 35. The amount to be withheld from payments due to the Contractor for failing to<br>provide Operation and Maintenance Manuals and/or “As Built” Drawings is<br>UGX.....  |                   |
| 36. The percentage to apply to the value of the Works not completed, representing the<br>Employer’s additional cost for completing the Works is 20% of the Contract Price.   | 60                |
| 37. These Contract Data have been read and fully understood by the Tenderer as per<br>Clause 15.1 (c) of the Conditions of Tender & Instructions to Tenderers.   |                   |

Signature of Tenderer: .....

Date: ..... day of ....., 20 ....

Section A1-2 : Invitation to Tender

Section A1-3 : Conditions of Tender and Instructions to Tenderers

Section A1-4 : Form of Tender

Section A1-5 : Conditions of Contract

Section A1-6 : Contract Data

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## Section A1-7

### Form of Contract Agreement

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Section A1-8 : Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4

Section A1-9 : Forms of Securities

Section A1-10 : Standard Tender Evaluation Format

Section A1-11 : Letter of Acceptance

Section A1-12 : Mobilisation Site Meeting

Section A1-13 : Technical Specifications - refer Volume No. 2, Manual A2

Section A1-14 : Drawings - as required of the Contract - refer Volume No.4, Manuals A and B

Section A1-15 : Forms of Certification

Section A1-16 : Monitoring and Reporting Documentation for DLG Engineers

Section A1-1 : General Information

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## **Section A1-7**

### **Form of Contract Agreement**

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|  |      |       |
|--|------|-------|
| Form of Contract Agreement .....             | Page | 7-1   |
| Appendix to Form of Contract Agreement ..... | Page | 7.1-1 |

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## FORM OF CONTRACT AGREEMENT

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**THIS AGREEMENT** made this ..... day of ....., 20 ....

Between

**The EMPLOYER**, .....  
..... on the one part

And

**The CONTRACTOR**, .....  
..... on the other part

WHEREAS the Employer is desirous that the whole of the Works described by **Contract Reference Number** ..... located in ..... District shall be executed in accordance with the Specifications, Drawings, Bill of Quantities, Contract Data and Conditions of Contract and the Contractor is willing to execute the Works at the corrected Unit Rates and Prices and whereas the Works shall include all Items included in the Bill of Quantities for the Contract Price as stated in the Letter of Acceptance of UGX ....., (Uganda Shillings .....  
.....  
.....

NOW THIS AGREEMENT WITNESSETH as follows –

1. In this Agreement, words and expressions used shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following Contract Documents shall be deemed to form and be read and construed as part of this Agreement, viz –
  - (a) This Form of Contract Agreement,
  - (b) Letter of Acceptance,
  - (c) The said Tender and Contract Data,
  - (d) Tender Addenda, documentation, and correspondence as listed in the Appendix hereto,
  - (e) Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) The priced Bill of Quantities,
  - (i) The Method of Measurement, and
  - (j) Schedules 1, 2, 3 and 4 of supplementary information.

3. The aforesaid Contract Documents shall be taken as complementary and mutually explanatory of one another, but in the case of conflict or inconsistency shall take precedence in their order as set out in paragraph 2 above.
4. In consideration of the payment to be made by the Employer, the Contractor hereby covenants to execute the above mentioned Works in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor through the Engineer (or his authorized Representative) in consideration of the Works performed at the given unit rates and prices and at the times and in the manner prescribed by the Conditions of Contract.

IN WITNESS whereof the parties have hereto set their hands the day and the year first before written.

SIGNED ON BEHALF OF THE  
EMPLOYER

.....  
Employer's Signature

.....  
Employer's Name

.....  
Employer's Title

SIGNED ON BEHALF OF THE  
CONTRACTOR

.....  
Contractor's Signature

.....  
Contractor's Full Name

.....  
Position / Title

In the presence of -

.....  
Signature

.....  
Name

.....  
Title

.....  
.....  
.....  
Address

.....  
Signature

.....  
Name

.....  
Title

.....  
.....  
.....  
Address



## APPENDIX TO FORM OF CONTRACT AGREEMENT

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**Contract Reference Number** .....

With reference to the Form of Contract Agreement, Paragraph 2(d), the documents listed below shall be deemed to form part of the Contract Agreement.

Signed for the Employer: .....

Date: ....., 20 ....

Signed for the Contractor: .....

Date: ....., 20 ....



|              |   |  |
|--------------|---|--|
| Section A1-1 | : | General Information                                |
| Section A1-2 | : | Invitation to Tender                               |
| Section A1-3 | : | Conditions of Tender and Instructions to Tenderers |
| Section A1-4 | : | Form of Tender                                     |
| Section A1-5 | : | Conditions of Contract                             |
| Section A1-6 | : | Contract Data                                      |
| Section A1-7 | : | Form of Contract Agreement                         |

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## **Section A1-8**

### **Bills of Quantity / Unit Rate Analysis**

### **refer Volume No. 2 Manual A3 and A4**

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|               |   |   |
|---------------|---|---|
| Section A1-9  | : | Forms of Securities   |
| Section A1-10 | : | Standard Tender Evaluation Format   |
| Section A1-11 | : | Letter of Acceptance  |
| Section A1-12 | : | Mobilisation Site Meeting   |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                    |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B |
| Section A1-15 | : | Forms of Certification  |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                    |

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## **Section A1-8**

### **Bills of Quantity / Unit Rate Analysis**

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Refer Volume No. 2 Manual A3 and A4

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| Bill of Quantities                   |  |      |      | Page No.<br>Bill 1 Page 1/1 |              |
|--------------------------------------|--|------|------|-----------------------------|--------------|
| Bill 1: Site Preparatory Works       |  |      |      | Contract No.                |              |
| Project Name:                        |  |      |      | District:                   |              |
| Item                                 | Description of Works   | Unit | Qty. | Rate (Ush)                  | Amount (Ush) |
| 1.1<br>(MBC)                         | Construction of access roads to quarry sites including their maintenance throughout the working period | LS   |      |                             |              |
| 1.2<br>(MBC)                         | Construction of deviations including their maintenance throughout the working period                   | LS   |      |                             |              |
| Total Bill 1 (c.f. to Grand Summary) |  |      |      |                             |              |



| Bill of Quantities                          |   |         |      | Page No.<br>Bill 2 Page 1/1 |              |
|---|---|---------|------|-----------------------------|--------------|
| Bill 2: Setting Out and Site Clearing Works |   |         |      | Contract No.                |              |
| Project Name:                               |   |         |      | District:                   |              |
| Item  | Description of Works  | Unit    | Qty. | Rate (Ush)                  | Amount (Ush) |
| 2.1<br>(AWD)                                | (Re) Establishment of road alignment and setting out of road works  | m       |      |                             |              |
| 2.2<br>(AWD)                                | Clear site of all grass, bushes and boulders (up to 1.5m maximum girth) and Grub all roots of grass and bushes including excavation of top soil from road formation | m       |      |                             |              |
| 2.2.1<br>(AWD)                              | Extra over item 2.2 for boulders over 1.5m maximum girth.   | daywork |      |                             |              |
| 2.3<br>(MBC)                                | Cut and remove from site trees (up to 1 m girth), including removal of stumps and roots   | No      |      |                             |              |
| 2.3.1<br>(MBC)                              | Extra over Item 2.3 for trees over 1 metre in girth   | No      |      |                             |              |
| Total Bill 2 (c.f. to Grand Summary)        |   |         |      |                             |              |





| Bill of Quantities                   |  |                |      | Page No.<br>Bill 3 Page 1/1 |              |
|--------------------------------------|--|----------------|------|-----------------------------|--------------|
| Bill 3: Earth Works                  |  |                |      | Contract No.                |              |
| Project Name:                        |  |                |      | District:                   |              |
| Item                                 | Description of Works   | Unit           | Qty. | Rate (Ush)                  | Amount (Ush) |
| 3.1                                  | Rehabilitation of existing road formation  |                |      |                             |              |
| 3.1.1<br>(AWD)                       | Reshaping of existing road formation including watering and compaction   | m              |      |                             |              |
| 3.1.2<br>(AWD)                       | Opening of culverts, opening / re-excavation of side, mitre, catch water and other spec. drains  | m              |      |                             |              |
| 3.2                                  | (Re-) Construction of road formation   |                |      |                             |              |
| 3.2.1<br>(MBC)                       | Excavation to level  | m <sup>3</sup> |      |                             |              |
| 3.2.2<br>(AWD)                       | Excavation in side, mitre, catch water and other specified drains  | m              |      |                             |              |
| 3.2.3<br>(AWD)                       | Form, water and compact road bed   | m              |      |                             |              |
| 3.3                                  | Provision of Fill Materials  |                |      |                             |              |
| 3.3.1<br>(AWD)                       | Preparation of Quarry Site consisting of clearing vegetation and removing topsoil  | m <sup>2</sup> |      |                             |              |
| 3.3.2<br>(AWD)                       | Excavation, hauling, placing, watering and compaction of approved fill material in embankments & lowspots to create a level road bench | m <sup>3</sup> |      |                             |              |
| 3.4<br>(AWD)                         | Excavation of Rock   | Daywork        |      |                             |              |
| Total Bill 3 (c.f. to Grand Summary) |  |                |      |                             |              |



| Bill of Quantities           |  |                |      | Page No.<br>Bill 4 Page 1/2 |              |
|------------------------------|--|----------------|------|-----------------------------|--------------|
| Bill 4: Drainage Works       |  |                |      | Contract No.                |              |
| Project Name:                |  |                |      | District:                   |              |
| Item                         | Description of Works                                     | Unit           | Qty. | Rate (Ush)                  | Amount (Ush) |
| 4.1<br>(AWD)                 | Provide and install scour checks:                        |                |      |                             |              |
| 4.1.1                        | Using stones   | No.            |      |                             |              |
| 4.1.2                        | Using sticks   | No.            |      |                             |              |
| 4.2<br>(AWD)                 | Excavation of foundation for structures:                 |                |      |                             |              |
| 4.2.1                        | In soil not more than 1m deep                            | m <sup>3</sup> |      |                             |              |
| 4.2.2                        | In soil more than 1m deep                                | m <sup>3</sup> |      |                             |              |
| 4.3<br>(AWD)                 | Supply and install concrete culvert pipe rings:          |                |      |                             |              |
| 4.3.1                        | 600mm diameter   | m              |      |                             |              |
| 4.3.2                        | 900mm diameter   | m              |      |                             |              |
| 4.3.3                        | 1200mm diameter  | m              |      |                             |              |
| 4.4<br>(AWD)                 | Supply and install steel culvert pipe rings:             |                |      |                             |              |
| 4.4.1                        | 600mm diameter   | m              |      |                             |              |
| 4.4.2                        | 900mm diameter   | m              |      |                             |              |
| 4.4.3                        | 1200mm diameter  | m              |      |                             |              |
| 4.4.4                        | >1200mm diameter   | m              |      |                             |              |
| 4.5<br>(MBC)                 | Demolish existing structures and cart away debris:       | LS             |      |                             |              |
| 4.6<br>(MAP/AWD)             | Provide material and build cement bound masonry work in: |                |      |                             |              |
| 4.6.1                        | Stones   | m <sup>3</sup> |      |                             |              |
| 4.6.2                        | Concrete Blocks  | m <sup>3</sup> |      |                             |              |
| 4.7<br>(MAP/AWD)             | Provide stones & build dry stone masonry walls           | m <sup>3</sup> |      |                             |              |
| 4.8<br>(MAP/AWD)             | Provide, erect & remove formwork for concrete            | m <sup>2</sup> |      |                             |              |
| 4.9<br>(MAP/AWD)             | Provide and fix steel reinforcement:                     |                |      |                             |              |
| 4.9.1                        | Steel bars   | kg             |      |                             |              |
| 4.9.2                        | Weld mesh  | m <sup>2</sup> |      |                             |              |
| Carried forward to next page |  |                |      |                             |              |



| Bill of Quantities                   |   |                |      | Page No.<br>Bill 4 Page 2/2 |              |
|--------------------------------------|---|----------------|------|-----------------------------|--------------|
| Bill 4: Drainage Works (continued)   |   |                |      | Contract No.                |              |
| Project Name:                        |   |                |      | District:                   |              |
| Item                                 | Description of Works  | Unit           | Qty. | Rate (Ush)                  | Amount (Ush) |
|                                      | Brought forward from previous page  |                |      |                             |              |
| 4.10<br>(MAP/AWD)                    | Provide, place and compact hardcore foundation layer for structures   | m <sup>3</sup> |      |                             |              |
| 4.11<br>(MAP/AWD)                    | Provide, cast and cure concrete in class:   |                |      |                             |              |
| 4.11.1                               | Class lean (1:4:8)  | m <sup>3</sup> |      |                             |              |
| 4.11.2                               | Class 15 (1:3:6)  | m <sup>3</sup> |      |                             |              |
| 4.11.3                               | Class 20 (1:2:4)  | m <sup>3</sup> |      |                             |              |
| 4.12<br>(AWD)                        | Provide gabion baskets and stones, place and fill baskets   | m <sup>3</sup> |      |                             |              |
| 4.13<br>(MAP/AWD)                    | Provide materials and build grouted stone pitching, 150mm thickness   | m <sup>2</sup> |      |                             |              |
| 4.14<br>(MBC/AWD)                    | Provide select material and backfill structures   | m <sup>3</sup> |      |                             |              |
| 4.15<br>(AWD)                        | Excavate water diversions and/or construct barriers   | LS             |      |                             |              |
| 4.16<br>(AWD)                        | Clear swamps for structures, 50m upstream from inlet and 100m downstream from outlet of structure over full width of structure including head and wingwalls | LS             |      |                             |              |
| 4.17                                 | Other drainage erosion protection works as directed by the Engineer - <b>Provisional Item</b>   |                |      |                             |              |
| Total Bill 4 (c.f. to Grand Summary) |   |                |      |                             |              |



| Bill of Quantities                      |   |                            |      | Page No.<br>Bill 5 Page 1/1 |              |
|---|---|----------------------------|------|-----------------------------|--------------|
| Bill 5: Gravelling and Completion Works |   |                            |      | Contract No.                |              |
| Project Name:                           |   |                            |      | District:                   |              |
| Item                                    | Description of Works  | Unit                       | Qty. | Rate (Ush)                  | Amount (Ush) |
| 5.1<br>(AWD)                            | Preparation of quarry site consisting of clearing vegetation and removing topsoil           | m <sup>2</sup>             |      |                             |              |
| 5.2<br>(AWD)                            | Excavate gravel, remove boulders, stockpile, load, haul, offload, spread, water and compact | m <sup>3</sup><br>in place |      |                             |              |
| 5.3<br>(AWD)                            | Restoration of site(s), quarries and borrow pits  | LS                         |      |                             |              |
| Total Bill 5 (c.f. to Grand Summary)    |   |                            |      |                             |              |





|   |  |             |             |                   |                     |                 |
|---|--|-------------|-------------|-------------------|---------------------|-----------------|
| <b>Bill of Quantities</b>                                 |  |             |             |                   | Page No.            | Bill 6 Page 1/1 |
| <b>Bill 6: Grand Summary</b>                              |  |             |             |                   | Contract No.        |                 |
| Project Name:   |  |             |             |                   | District:           |                 |
| <b>Bill</b>   | <b>Description</b>                         |             |             |                   | <b>Amount (Ush)</b> |                 |
| 1   | SITE PREPARATORY WORKS                     |             |             |                   |                     |                 |
| 2   | SETTING OUT AND SITE CLEARING WORKS        |             |             |                   |                     |                 |
| 3   | EARTH WORKS                                |             |             |                   |                     |                 |
| 4   | DRAINAGE WORKS                             |             |             |                   |                     |                 |
| 5   | GRAVELLING AND COMPLETION WORKS            |             |             |                   |                     |                 |
| SUBTOTAL 1  |  |             |             |                   |                     |                 |
| <b>Item</b>   | <b>Description</b>                         | <b>Unit</b> | <b>Qty.</b> | <b>Rate (Ush)</b> | <b>Amount (Ush)</b> |                 |
| 6   | PRELIMINARY AND GENERAL ITEMS              |             |             |                   |                     |                 |
| 6.1   | Mobilisation and Demobilisation            | LS          |             |                   |                     |                 |
| 6.2   | Insurances and Bonds                       | LS          |             |                   |                     |                 |
| 6.3   | Traffic Accommodation                      | LS          |             |                   |                     |                 |
| 6.4   | Bill Boards                                | No          |             |                   |                     |                 |
| 6.5   | Maintenance of the Whole of the Works      | LS          |             |                   |                     |                 |
| 6.6   | Supervision of the Project by the Employer | LS          |             |                   |                     |                 |
| 6.7   | Site Meetings with Local Communities       | LS          |             |                   |                     |                 |
| 6.8   |  |             |             |                   |                     |                 |
| 6.9   |  |             |             |                   |                     |                 |
| 6.1   |  |             |             |                   |                     |                 |
| 6.11  |  |             |             |                   |                     |                 |
| 6.12  |  |             |             |                   |                     |                 |
| Total P & G   |  |             |             |                   |                     |                 |
| SUBTOTAL 2  |  |             |             |                   |                     |                 |
| PROVISIONAL 10% FOR CONTINGENCIES                         |  |             |             |                   |                     |                 |
| SUBTOTAL 3  |  |             |             |                   |                     |                 |
| Add VAT (17%)   |  |             |             |                   |                     |                 |
| <b>GRAND TOTAL</b><br>(Carried forward to Form of Tender) |  |             |             |                   | Ush                 |                 |



| <b>Bill of Quantities</b>                   |  |      |      | Page No.     |              |
|---|--|------|------|--------------|--------------|
| <b>Bill 1: Site Preparatory Works</b>       |  |      |      | Contract No. |              |
| Project Name:                               |  |      |      | District:    |              |
| Item  | Description of Works   | Unit | Qty. | Rate (Ush)   | Amount (Ush) |
| 1.1<br>(MBC)                                | Construction of access roads to quarry sites including their maintenance throughout the working period | LS   |      |              | 0            |
| 1.2<br>(MBC)                                | Construction of deviations including their maintenance throughout the working period                   | LS   |      |              | 0            |
| <b>Total Bill 1 (c.f. to Grand Summary)</b> |  |      |      |              | <b>0</b>     |



| Bill of Quantities                          |   |         |      | Page No.<br>Bill 2 Page 1/1 |              |
|---|---|---------|------|-----------------------------|--------------|
| Bill 2: Setting Out and Site Clearing Works |   |         |      | Contract No.                |              |
| Project Name:                               |   |         |      | District:                   |              |
| Item  | Description of Works  | Unit    | Qty. | Rate (Ush)                  | Amount (Ush) |
| 2.1<br>(AWD)                                | (Re) Establishment of road alignment and setting out of road works  | m       |      |                             | 0            |
| 2.2<br>(AWD)                                | Clear site of all grass, bushes and boulders (up to 1.5m maximum girth) and Grub all roots of grass and bushes including excavation of top soil from road formation | m       |      |                             | 0            |
| 2.2.1<br>(AWD)                              | Extra over item 2.2 for boulders over 1.5m maximum girth.   | daywork |      |                             | 0            |
| 2.3<br>(MBC)                                | Cut and remove from site trees (up to 1 m girth), including removal of stumps and roots   | No      |      |                             | 0            |
| 2.3.1<br>(MBC)                              | Extra over Item 2.3 for trees over 1 metre in girth   | No      |      |                             | 0            |
| Total Bill 2 (c.f. to Grand Summary)        |   |         |      |                             | 0            |



| Bill of Quantities                   |  |                |      | Page No.<br>Bill 3 Page 1/1 |              |
|--------------------------------------|--|----------------|------|-----------------------------|--------------|
| Bill 3: Earth Works                  |  |                |      | Contract No.                |              |
| Project Name:                        |  |                |      | District:                   |              |
| Item                                 | Description of Works   | Unit           | Qty. | Rate (Ush)                  | Amount (Ush) |
| 3.1                                  | Rehabilitation of existing road formation  |                |      |                             |              |
| 3.1.1<br>(AWD)                       | Reshaping of existing road formation including watering and compaction   | m              |      |                             | 0            |
| 3.1.2<br>(AWD)                       | Opening of culverts, opening / re-excavation of side, mitre, catch water and other spec. drains  | m              |      |                             | 0            |
| 3.2                                  | (Re-) Construction of road formation   |                |      |                             |              |
| 3.2.1<br>(MBC)                       | Excavation to level  | m <sup>3</sup> |      |                             | 0            |
| 3.2.2<br>(AWD)                       | Excavation in side, mitre, catch water and other specified drains  | m              |      |                             | 0            |
| 3.2.3<br>(AWD)                       | Form, water and compact road bed   | m              |      |                             | 0            |
| 3.3                                  | Provision of Fill Materials  |                |      |                             |              |
| 3.3.1<br>(AWD)                       | Preparation of Quarry Site consisting of clearing vegetation and removing topsoil  | m <sup>2</sup> |      |                             | 0            |
| 3.3.2<br>(AWD)                       | Excavation, hauling, placing, watering and compaction of approved fill material in embankments & lowspots to create a level road bench | m <sup>3</sup> |      |                             | 0            |
| 3.4<br>(AWD)                         | Excavation of Rock   | Daywork        |      |                             | 0            |
| Total Bill 3 (c.f. to Grand Summary) |  |                |      |                             | 0            |





| Bill of Quantities           |  |                |      | Page No.<br>Bill 4 Page 1/2 |              |
|------------------------------|--|----------------|------|-----------------------------|--------------|
| Bill 4: Drainage Works       |  |                |      | Contract No.                |              |
| Project Name:                |  |                |      | District:                   |              |
| Item                         | Description of Works                                     | Unit           | Qty. | Rate (Ush)                  | Amount (Ush) |
| 4.1<br>(AWD)                 | Provide and install scour checks:                        |                |      |                             |              |
| 4.1.1                        | Using stones   | No.            |      |                             | 0            |
| 4.1.2                        | Using sticks   | No.            |      |                             | 0            |
| 4.2<br>(AWD)                 | Excavation of foundation for structures:                 |                |      |                             |              |
| 4.2.1                        | In soil not more than 1m deep                            | m <sup>3</sup> |      |                             | 0            |
| 4.2.2                        | In soil more than 1m deep                                | m <sup>3</sup> |      |                             | 0            |
| 4.3<br>(AWD)                 | Supply and install concrete culvert pipe rings:          |                |      |                             |              |
| 4.3.1                        | 600mm diameter   | m              |      |                             | 0            |
| 4.3.2                        | 900mm diameter   | m              |      |                             | 0            |
| 4.3.3                        | 1200mm diameter  | m              |      |                             | 0            |
| 4.4<br>(AWD)                 | Supply and install steel culvert pipe rings:             |                |      |                             |              |
| 4.4.1                        | 600mm diameter   | m              |      |                             | 0            |
| 4.4.2                        | 900mm diameter   | m              |      |                             | 0            |
| 4.4.3                        | 1200mm diameter  | m              |      |                             | 0            |
| 4.4.4                        | >1200mm diameter   | m              |      |                             | 0            |
| 4.5<br>(MBC)                 | Demolish existing structures and cart away debris:       | LS             |      |                             | 0            |
| 4.6<br>(MAP/AWD)             | Provide material and build cement bound masonry work in: |                |      |                             |              |
| 4.6.1                        | Stones   | m <sup>3</sup> |      |                             | 0            |
| 4.6.2                        | Concrete Blocks  | m <sup>3</sup> |      |                             | 0            |
| 4.7<br>(MAP/AWD)             | Provide stones & build dry stone masonry walls           | m <sup>3</sup> |      |                             | 0            |
| 4.8<br>(MAP/AWD)             | Provide, erect & remove formwork for concrete            | m <sup>2</sup> |      |                             | 0            |
| 4.9<br>(MAP/AWD)             | Provide and fix steel reinforcement:                     |                |      |                             |              |
| 4.9.1                        | Steel bars   | kg             |      |                             | 0            |
| 4.9.2                        | Weld mesh  | m <sup>2</sup> |      |                             | 0            |
| Carried forward to next page |  |                |      |                             | 0            |



| Bill of Quantities                   |   |                |      | Page No.<br>Bill 4 Page 2/2 |              |
|--------------------------------------|---|----------------|------|-----------------------------|--------------|
| Bill 4: Drainage Works (continued)   |   |                |      | Contract No.                |              |
| Project Name:                        |   |                |      | District:                   |              |
| Item                                 | Description of Works  | Unit           | Qty. | Rate (Ush)                  | Amount (Ush) |
|                                      | Brought forward from previous page  |                |      |                             | 0            |
| 4.10<br>(MAP/AWD)                    | Provide, place and compact hardcore foundation layer for structures   | m <sup>3</sup> |      |                             | 0            |
| 4.11<br>(MAP/AWD)                    | Provide, cast and cure concrete in class:   |                |      |                             |              |
| 4.11.1                               | Class lean (1:4:8)  | m <sup>3</sup> |      |                             | 0            |
| 4.11.2                               | Class 15 (1:3:6)  | m <sup>3</sup> |      |                             | 0            |
| 4.11.3                               | Class 20 (1:2:4)  | m <sup>3</sup> |      |                             | 0            |
| 4.12<br>(AWD)                        | Provide gabion baskets and stones, place and fill baskets   | m <sup>3</sup> |      |                             | 0            |
| 4.13<br>(MAP/AWD)                    | Provide materials and build grouted stone pitching, 150mm thickness   | m <sup>2</sup> |      |                             | 0            |
| 4.14<br>(MBC/AWD)                    | Provide select material and backfill structures   | m <sup>3</sup> |      |                             | 0            |
| 4.15<br>(AWD)                        | Excavate water diversions and/or construct barriers   | LS             |      |                             | 0            |
| 4.16<br>(AWD)                        | Clear swamps for structures, 50m upstream from inlet and 100m downstream from outlet of structure over full width of structure including head and wingwalls | LS             |      |                             | 0            |
| 4.17                                 | Other drainage erosion protection works as directed by the Engineer - <b>Provisional Item</b>   |                |      |                             | 0            |
| Total Bill 4 (c.f. to Grand Summary) |   |                |      |                             | 0            |



| Bill of Quantities                      |   |                            |      | Page No.<br>Bill 5 Page 1/1 |              |
|---|---|----------------------------|------|-----------------------------|--------------|
| Bill 5: Gravelling and Completion Works |   |                            |      | Contract No.                |              |
| Project Name:                           |   |                            |      | District:                   |              |
| Item                                    | Description of Works  | Unit                       | Qty. | Rate (Ush)                  | Amount (Ush) |
| 5.1<br>(AWD)                            | Preparation of quarry site consisting of clearing vegetation and removing topsoil           | m <sup>2</sup>             |      |                             | 0            |
| 5.2<br>(AWD)                            | Excavate gravel, remove boulders, stockpile, load, haul, offload, spread, water and compact | m <sup>3</sup><br>in place |      |                             | 0            |
| 5.3<br>(AWD)                            | Restoration of site(s), quarries and borrow pits  | LS                         |      |                             | 0            |
| Total Bill 5 (c.f. to Grand Summary)    |   |                            |      |                             | 0            |



| <b>Bill of Quantities</b>                  |  |              |      |            | Page No.        |   |
|--|--|--------------|------|------------|-----------------|---|
| <b>Bill 6: Grand Summary</b>               |  |              |      |            | Bill 6 Page 1/1 |   |
| Project Name:                              |  |              |      |            | Contract No.    |   |
| District:                                  |  |              |      |            |                 |   |
| Bill                                       | Description                                | Amount (Ush) |      |            |                 |   |
| 1  | SITE PREPARATORY WORKS                     | 0            |      |            |                 |   |
| 2  | SETTING OUT AND SITE CLEARING WORKS        | 0            |      |            |                 |   |
| 3  | EARTH WORKS                                | 0            |      |            |                 |   |
| 4  | DRAINAGE WORKS                             | 0            |      |            |                 |   |
| 5  | GRAVELLING AND COMPLETION WORKS            | 0            |      |            |                 |   |
| <b>SUBTOTAL 1</b>                          |  |              |      |            |                 | 0 |
| Item                                       | Description                                | Unit         | Qty. | Rate (Ush) | Amount (Ush)    |   |
| 6  | PRELIMINARY AND GENERAL ITEMS              |              |      |            |                 |   |
| 6.1  | Mobilisation and Demobilisation            | LS           |      |            | 0               |   |
| 6.2  | Insurances and Bonds                       | LS           |      |            | 0               |   |
| 6.3  | Traffic Accommodation                      | LS           |      |            | 0               |   |
| 6.4  | Bill Boards                                | No           |      |            | 0               |   |
| 6.5  | Maintenance of the Whole of the Works      | LS           |      |            | 0               |   |
| 6.6  | Supervision of the Project by the Employer | LS           |      |            | 0               |   |
| 6.7  | Site Meetings with Local Communities       | LS           |      |            | 0               |   |
| 6.8  |  |              |      |            |                 |   |
| 6.9  |  |              |      |            |                 |   |
| 6.1  |  |              |      |            |                 |   |
| 6.11                                       |  |              |      |            |                 |   |
| 6.12                                       |  |              |      |            |                 |   |
| <b>Total P &amp; G</b>                     |  |              |      |            |                 | 0 |
| <b>SUBTOTAL 2</b>                          |  |              |      |            |                 | 0 |
| <b>PROVISIONAL 10% FOR CONTINGENCIES</b>   |  |              |      |            |                 |   |
| <b>SUBTOTAL 3</b>                          |  |              |      |            |                 |   |
| <b>Add VAT (17%)</b>                       |  |              |      |            |                 |   |
| <b>GRAND TOTAL</b>                         |  |              |      |            |                 | 0 |
| <b>(Carried forward to Form of Tender)</b> |  |              |      |            |                 |   |





Section A1-16 : Monitoring and Reporting Documentation for DLG Engineers

Section A1-1 : General Information

Section A1-2 : Invitation to Tender

Section A1-3 : Conditions of Tender and Instructions to Tenderers

Section A1-4 : Form of Tender

Section A1-5 : Conditions of Contract

Section A1-6 : Contract Data

Section A1-7 : Form of Contract Agreement

Section A1-8 : Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4

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## Section A1-9

### Forms of Securities

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Section A1-10 : Standard Tender Evaluation Format

Section A1-11 : Letter of Acceptance

Section A1-12 : Mobilisation Site Meeting

Section A1-13 : Technical Specifications - refer Volume No. 2, Manual A2

Section A1-14 : Drawings - as required of the Contract - refer Volume No.4, Manuals A and B

Section A1-15 : Forms of Certification

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## **Section A1-9**

### **Forms of Securities**

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|                                |      |     |
|--------------------------------|------|-----|
| Advance Payment Security ..... | Page | 9-1 |
|--------------------------------|------|-----|

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## ADVANCE PAYMENT SECURITY

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### **BANK GUARANTEE**

To: .....  
.....  
(Name and Address of the Employer)

.....  
(Contract Reference Number)

Gentlemen,

In accordance with the provision of the Conditions of Contract, Clause 51 (Advance Payment) of the above mentioned Contract, .....  
.....  
at the following address .....  
.....  
(hereinafter called the Contractor) shall deposit with .....  
.....  
at the following address .....  
.....  
(hereinafter called the Employer) a Bank guarantee to guarantee his proper and faithful performance under the said Clause of the Conditions of Contract in the amount of guarantee of UGX ..... , (Uganda Shillings .....  
.....  
..... ).

We, the ..... , as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to .....  
.....  
on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount of guarantee not exceeding UGX ..... , (Uganda Shillings ..... ),  
such payment being payable in the types and proportions of currencies in which the Contract Price is payable.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract Documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the Advance Payment under the Contract until the Employer ..... receives full payment of the same amount from the Contractor.

Yours truly,

(Signature and Seal of bank/financial institution)

Date: ..... day of ....., 20 .....

|               |   |   |
|---------------|---|---|
| Section A1-12 | : | Mobilisation Site Meeting   |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                    |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B |
| Section A1-15 | : | Forms of Certification  |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                    |

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| Section A1-5 | : | Conditions of Contract   |
| Section A1-6 | : | Contract Data  |
| Section A1-7 | : | Form of Contract Agreement   |
| Section A1-8 | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9 | : | Forms of Securities  |

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## Section A1-10

### Standard Tender Evaluation Format

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|               |   |                      |
|---------------|---|----------------------|
| Section A1-11 | : | Letter of Acceptance |
|---------------|---|----------------------|

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## **Section A1-10**

### **Standard Tender Evaluation Format**

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Standard Tender Evaluation Formart ..... Page 10-1

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# District Local Government

Reference - The Local Government Tender Board Regulations, 1999

Page 01 of 07 pages

## A General Information

- 1 Project Title
- 2 Source of Funds  (PAF, Donor, etc..)
- 3 Contract Name (if different from Project Title)
- 4 Contract Number
- 5 Total Number of Tenders Received
- 6 Engineer's Estimate 'E' **USh**
- 7 Date of Tender Invitation  (d/m/y)
- 8 Date of Site Visit / Pre-tender Meeting  (d/m/y)
- 9 Mode of Procurement  (Clause 23 of LGTB Regulations)
- 10 Tender Closing Date & Time  at  Hrs
- 11 Tender Validity Expiry Date  (d/m/y)

## 12 Tender Evaluation Committee Members

| Name of Member | Title of Member | Signature | Date |
|----------------|-----------------|-----------|------|
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |
|                |                 |           |      |

**Note:** CDO/Gender, Environmental & Labour Officers are co opted Members of the Tender Evaluation Committee (TEC)  
Where the Source of Funds is a Donor, the Donor Representative is also a co opted Member of the TEC

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## District Local Government Tender Board (DLGTB)

|                                     | (name)                                     | (signature)                                | (date)                                     |
|-------------------------------------|--|--|--|
| <b>Secretary DLGTB</b>              | <input style="width: 150px;" type="text"/> | <input style="width: 150px;" type="text"/> | <input style="width: 100px;" type="text"/> |
| <b>Chairperson DLGTB</b>            | <input style="width: 150px;" type="text"/> | <input style="width: 150px;" type="text"/> | <input style="width: 100px;" type="text"/> |
| <b>Chief Administrative Officer</b> | <input style="width: 150px;" type="text"/> | <input style="width: 150px;" type="text"/> | <input style="width: 100px;" type="text"/> |





**B Record of Initial Priced Tender Opening**

**B.1** The following Tenders were received by the Closing Date and Time (refer item A 10 above) and the Tender documents were publically opened at -

|         |        |        |
|---------|--------|--------|
| (place) | (date) | (time) |
|         |        |        |

| No. | Name of Tenderer | Tenderer Pre-qual. | Tenderer Trained | Provided Schedule 1 | Attended Site Visit | Company Registered | Tender Contract Price (Ush) |
|-----|------------------|--------------------|------------------|---------------------|---------------------|--------------------|-----------------------------|
| 1   |                  |                    |                  |                     |                     |                    |                             |
| 2   |                  |                    |                  |                     |                     |                    |                             |
| 3   |                  |                    |                  |                     |                     |                    |                             |
| 4   |                  |                    |                  |                     |                     |                    |                             |
| 5   |                  |                    |                  |                     |                     |                    |                             |
| 6   |                  |                    |                  |                     |                     |                    |                             |
| 7   |                  |                    |                  |                     |                     |                    |                             |
| 8   |                  |                    |                  |                     |                     |                    |                             |
| 9   |                  |                    |                  |                     |                     |                    |                             |
| 10  |                  |                    |                  |                     |                     |                    |                             |

**Note:** If **YES** tick, If **No** cross

**B.2** The following Tenderers' Representatives attended the Public Opening of the Tenders:

| No. | Name of Representative | Company Represented | Signature |
|-----|------------------------|---------------------|-----------|
| 1   |                        |                     |           |
| 2   |                        |                     |           |
| 3   |                        |                     |           |
| 4   |                        |                     |           |
| 5   |                        |                     |           |
| 6   |                        |                     |           |
| 7   |                        |                     |           |
| 8   |                        |                     |           |
| 9   |                        |                     |           |
| 10  |                        |                     |           |
| 11  |                        |                     |           |
| 12  |                        |                     |           |
| 13  |                        |                     |           |
| 14  |                        |                     |           |
| 15  |                        |                     |           |
| 16  |                        |                     |           |
| 17  |                        |                     |           |
| 18  |                        |                     |           |
| 19  |                        |                     |           |
| 20  |                        |                     |           |

In Witness of the above Persons attending the Public Opening of the Tenders -

**DLGTB Chairperson**

(signature)

(date)

**DLGTB Secretary**



**C Post Qualification Evaluation - to be completed for each Tenderer**

Name of Tenderer (refer B.1)

Tendered Contract Price (refer B.1)

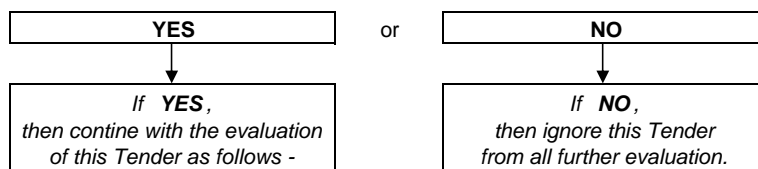
USh

Engineer's Estimate 'E' (refer A.6)

USh

**C.1 Comparison of Tendered Contract Price with Engineers Estimate**

Is the Tendered Contract Price within the range - 10% to + 15% of the Engineers Estimate ?



Award points for a balanced/responsive Tender according to the following formula:

$$\text{Points Score} = \frac{\text{Engineers Estimate 'E' x 100}}{\text{Tendered Contract Price}}$$

= \_\_\_\_\_ =

Maximum/Minimum Points Scores permissible are 110 (-10%) and 87 (+15%) respectively.

**Note:** Tenderers receive a higher points score for Tenders which fall below the Engineers Estimate 'E'.**Total Tender Responsiveness Points =****C.2 Financial Capacity (FC) - refer Clause 7.1 of the Conditions of Tender & Instructions to Tenderers**

Has the Tenderer Sufficient evidence of his/her Finances over the last 3 years ?

Yes / No

Is there any recommendation from the Tenderer's Bankers ?

Yes / No

**Financial Capacity (FC)**

Total Assets

Current Cash Assets

Total Liabilities

Current Cash Liabilities

Difference(Net worth)

Difference(Working Capital)

Net worth x 5

Working Capital x 10

**FC is the lower of these two****FC = USh****Financial Points:**
 where 'E' is Engineer's Estimate of the works  
 - refer item A 6 above

|                        |                     |                    |
|------------------------|---------------------|--------------------|
| Where <b>FC / E</b> is | > 0 and < 0.125     | 2 points           |
| Where <b>FC / E</b> is | > 0.125 and < 0.250 | 6 points           |
| Where <b>FC / E</b> is | > 0.250 and < 0.625 | 12 points          |
| Where <b>FC / E</b> is | > 0.625 and < 1.000 | 18 points          |
| Where <b>FC / E</b> is | > 1                 | 20 points, maximum |

Actual  
Value of  
FC / EActual  
Points  
Scored**Total Financial Points =**



**C.3 Technical Points****C.3.1 Key Site Personnel** - refer Schedule 3 of the Tender

| Site Personnel      | Qualified   | Points Score | Years of Exper. | Points Score | Male or Female                       | Maximum Points Score Permissible | Actual Points Scored |
|---------------------|-------------|--------------|-----------------|--------------|--------------------------------------|----------------------------------|----------------------|
| Project Manager/MD  | Degree      | 3            | 3 min           | 2            | If Female then score one bonus point | 3 + 2 + 1 = 6                    |                      |
| Site Agent          | Diploma     | 2            | 3 min           | 2            |                                      | 2 + 2 + 1 = 5                    |                      |
| Foreman             | Diploma     | 2            | 2 min           | 1            |                                      | 2 + 1 + 1 = 4                    |                      |
| Site Clerk          | Certificate | 1            | 1 min           | 1            |                                      | 1 + 1 + 1 = 3                    |                      |
| Operators & Drivers | Licensed    | 2            | 2 min           | 1            |                                      | 2 + 1 + 1 = 4                    |                      |
| Medical Personnel   | Med. Qual.  | 2            | 2 min           | 1            |                                      | 2 + 1 + 1 = 4                    |                      |
| Others              | A-Level     | 2            | 1 min           | 1 each       |                                      | 2 + 1 + 1 = 4                    |                      |
| Total (SP)          |             |              |                 |              |                                      | 25 points, max.                  |                      |

Total Key Personnel Points =

**C.3.2 Key Equipment and Hand Tools** - refer Schedule 4 of the Tender

Note: Choose either C.3.2.1 or C.3.2.2 based on the Choice of Technology adopted by the Tenderer.

**C.3.2.1 Key Equipment** - when using Equipment based methods (EB)

| Type of Equipment   | Equip. Working Condition  | Min. No. | Points Score Based on Age / Condition |        |     | Maximum Points Score Permissible   | Actual Points Scored |
|---------------------|---------------------------|----------|---------------------------------------|--------|-----|--|----------------------|
|                     |                           |          | New                                   | Medium | Old |  |                      |
| Motor Grader        | In Good Running Condition | one      | 5                                     | 3      | 1   | Maximum is 20 (even if the total scored is more than 20, take 20 as the maximum score) |                      |
| Traxcavator         |                           | one      | 3                                     | 2      | 1   |  |                      |
| Wheel loader        |                           | one      | 3                                     | 2      | 1   |  |                      |
| Vibro Roller >7 ton |                           | one      | 4                                     | 3      | 2   |  |                      |
| SP Water Bowser     |                           | one      | 3                                     | 2      | 1   |  |                      |
| Tipper Trucks >7ton |                           | two      | 4                                     | 3      | 1   |  |                      |
| Supervision Vehicle |                           | one      | 3                                     | 2      | 1   |  |                      |
| Total (EB)          |                           |          |                                       |        |     | 20 points, max.  |                      |

Total Key Equipment Points =

**C.3.2.2 Key Intermediate Equipment and Hand Tools** - when using Labour based methods (LB)

| Type of Equipment   | Equip. Working Condition            | Min. No. | Points Score Based on Age / Condition |        |     | Maximum Points Score Permissible   | Actual Points Scored |
|---------------------|-------------------------------------|----------|---------------------------------------|--------|-----|--|----------------------|
|                     |                                     |          | New                                   | Medium | Old |  |                      |
| Tractor & Trailer   | In Good Running / Working Condition | two      | 5                                     | 3      | 1   | Maximum is 20 (even if the total scored is more than 20, take 20 as the maximum score) |                      |
| Pedestrian Roller   |                                     | one      | 5                                     | 3      | 1   |  |                      |
| Supervision Vehicle |                                     | one      | 2                                     | 2      | 1   |  |                      |
| Motor bike/Bicycle  |                                     | one      | 2                                     | 2      | 1   |  |                      |
| Towed Water Bowser  |                                     | one      | 3                                     | 2      | 1   |  |                      |
| Towed Roller        |                                     | one      | 3                                     | 2      | 1   |  |                      |
| Hand Tools          |                                     | Assorted | 5                                     | 3      | 1   |  |                      |
| Total (LB)          |                                     |          |                                       |        |     | 20 points, max.  |                      |

Total Key Intermediate Equipment and Hand Tools Points =



## C.4 Experience Points

### Experience in Similar Works - Bonus Points

Does the Tenderer have experience in Labour-Based (LB) roadworks ?  
 Is documentary evidence available regarding this LB experience ?  
 Has the Tenderer received any Training in LB Technology ?  
 If so Trained, Where was Training undertaken and for how long ?  
 Has the Tenderer any documentary proof (certificates) of training received ?

|                             |                             |
|-----------------------------|-----------------------------|
|                             | <b>Actual Points Scored</b> |
| Yes / No                    |                             |
| Yes / No                    |                             |
| Yes / No                    |                             |
| Yes / No                    |                             |
| Yes / No                    |                             |
| Total bonus points earned = | 5 points, max.              |

**Note:** One **Bonus Point** is given to every **'Yes'** answered for the above questions

What is the Total Value of similar Works done over the last three years ? (**VW**)

**VW = US\$**

### Experience of Similar Works

where '**E**' is Engineer's Estimate of the works - refer item A 6 above

|                        |                     |                    |
|------------------------|---------------------|--------------------|
| Where <b>VW / E</b> is | None                | 0 points           |
| Where <b>VW / E</b> is | None and < 0.125    | 5 points           |
| Where <b>VW / E</b> is | > 0.125 and < 0.375 | 10 points          |
| Where <b>VW / E</b> is | > 0.375 and < 0.625 | 15 points          |
| Where <b>VW / E</b> is | > 0.625 and < 1.000 | 18 points          |
| Where <b>VW / E</b> is | > 1                 | 20 points, maximum |

|                               |                             |
|-------------------------------|-----------------------------|
| <b>Actual Value of VW / E</b> | <b>Actual Points Scored</b> |
| <input type="text"/>          | <input type="text"/>        |
|                               | <i>plus</i>                 |
|                               | Bonus point                 |
|                               | <i>equals</i>               |

Total points scored

**Total Experience of Similar Works Points =**

## C.5 Summary of Evaluated Technical Points

Total Tender Responsiveness Points - refer C.1 above

Total Financial Capacity Points - refer C.2 above

Total Key Site Personnel Points - refer C.3.1 above

Total Key Equipment / Hand Tools - refer C.3.2 above

Total Experience Points - refer C.4 above

|                           |                      |
|---------------------------|----------------------|
| Maximum Score Permissible | <b>Actual Score</b>  |
| 110                       | <input type="text"/> |
|                           | <i>plus</i>          |
| 20                        | <input type="text"/> |
|                           | <i>plus</i>          |
| 25                        | <input type="text"/> |
|                           | <i>plus</i>          |
| 20                        | <input type="text"/> |
|                           | <i>plus</i>          |
| 20 plus 5 bonus           | <input type="text"/> |
|                           | <i>equals</i>        |
| 200                       | <input type="text"/> |

## C.6 TOTAL POST QUALIFICATION POINTS





**D Bills of Quantity (BoQ) - Unit Rate Analysis (URA) & Evaluation**

Refer: Clauses 32 and 33 of Conditions of Tender &amp; Instructions to Tenderers

- D.1 Procedure:**
1. Select between three (3), four (4) or five (5) of the highest price Items in the BoQ.
  2. Using the Table provided as D.3 below compare, for each of the selected highest price Items, the Engineer's Estimated Unit Rate with that quoted in the BoQ by the Tenderer.
  3. Where the Tendered BoQ Item Unit Rate is within a specified percentage range of the Engineer's Estimate, a score is awarded; refer the formular given as D.2 below.

**D.2 Formular for Points Score Award:**

| Number of Selected BoQ High Price Items | Points Score Award per BoQ Item   |                                    |                                    |                                      |
|---|-----------------------------------|------------------------------------|------------------------------------|--------------------------------------|
|   | Plus/Minus 5 % of Engineer's Est. | Plus/Minus 10 % of Engineer's Est. | Plus/Minus 15 % of Engineer's Est. | > Plus/Minus 15 % of Engineer's Est. |
| 3                                       | 33                                | 21                                 | 10                                 | 0                                    |
| 4                                       | 25                                | 16                                 | 8                                  | 0                                    |
| 5                                       | 20                                | 13                                 | 6                                  | 0                                    |
| Maximum Scores Permissible              | 100                               | 65                                 | 32                                 | 0                                    |

**D.3 Comparison Table:**

| Selected BoQ Item Number                 | Engineer's Est. Unit Rate | Tenderer's Unit Rate | Percentage Variation (+/-) | Points Scored (refer D.2 above) |
|--|---------------------------|----------------------|----------------------------|---------------------------------|
|  |                           |                      |                            |                                 |
|  |                           |                      |                            |                                 |
|  |                           |                      |                            |                                 |
|  |                           |                      |                            |                                 |
|  |                           |                      |                            |                                 |
| Total BoQ / URA Evaluation Points Scored |                           |                      |                            |                                 |

Maximum Score Permissible

100

Actual Score

**D.4 TOTAL BoQ / URA EVALUATION POINTS**



E      **GRAND TOTAL TENDER EVALUATION SCORE**

The Tenderer with the Maximum Points Score has been determined to be offering the most competitive and realistic Tendered Contract Price and will be recommended for Award of the Contract.

|   |        |
|---|--------|
| <b>TOTAL POST QUALIFICATION POINTS - C.6</b>  |        |
|   | plus   |
| <b>TOTAL BoQ / URA EVALUATION POINTS - D.4</b>  |        |
|   | equals |
| <b>GRAND TOTAL TENDER EVALUATION SCORE</b><br>(Sum of C.6 and D.4 with a Maximum Score Permissible of 300 Points) |        |

This Tenderer, Named \_\_\_\_\_

IS / IS NOT Recommended for Award of Contract No. \_\_\_\_\_

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**District Local Government Tender Board (DLGTB)**

|                                     |        |             |        |
|-------------------------------------|--------|-------------|--------|
|                                     | (name) | (signature) | (date) |
| <b>Secretary DLGTB</b>              |        |             |        |
| <b>Chairperson DLGTB</b>            |        |             |        |
| <b>Chief Administrative Officer</b> |        |             |        |



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## Section A1-11

### Letter of Acceptance

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|               |   |   |
|---------------|---|---|
| Section A1-12 | : | Mobilisation Site Meeting   |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                    |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B |
| Section A1-15 | : | Forms of Certification  |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                    |

|               |   |  |
|---------------|---|--|
| Section A1-1  | : | General Information  |
| Section A1-2  | : | Invitation to Tender   |
| Section A1-3  | : | Conditions of Tender and Instructions to Tenderers                           |
| Section A1-4  | : | Form of Tender   |
| Section A1-5  | : | Conditions of Contract   |
| Section A1-6  | : | Contract Data  |
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |

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## **Section A1-11**

### **Letter of Acceptance**

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|                            |      |      |
|----------------------------|------|------|
| Letter of Acceptance ..... | Page | 11-1 |
|----------------------------|------|------|

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## LETTER OF ACCEPTANCE

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*(Letterhead paper of the Employer/District Tender Board)*

**Contract Reference Number** .....

**Date:** ..... Day of ....., 20 .....

**To:** .....  
(Name and Address of Contractor)  
.....  
.....

Dear Sirs,

1. We have pleasure to notify you that your Tender dated the .....day of ....., 20 ..... for execution of the Works described by Contract Reference Number ..... for the Contract Price of UGX ..... (Uganda Shillings .....  
.....  
.....  
as corrected and modified in accordance with the Conditions of Tender and Instructions to Tenderers is hereby accepted.
2. You are now directed to furnish the required Securities as specified in the Contract Data and sign the Contract Agreement within seven (7) days of your receipt of this Letter of Acceptance.
3. We accept that ..... be appointed as the Adjudicator for this Contract
4. You are hereby instructed to proceed with execution of the whole of the said Works in accordance with the Contract Documents.

Yours faithfully,

.....  
(Representative of District Local Government/Employer)





Section A1-7 : Form of Contract Agreement

Section A1-8 : Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4

Section A1-9 : Forms of Securities

Section A1-10 : Standard Tender Evaluation Format

Section A1-11 : Letter of Acceptance

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## Section A1-12

### Mobilisation Site Meeting

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Section A1-13 : Technical Specifications - refer Volume No. 2, Manual A2

Section A1-14 : Drawings - as required of the Contract - refer Volume No.4, Manuals A and B

Section A1-15 : Forms of Certification

Section A1-16 : Monitoring and Reporting Documentation for DLG Engineers

Section A1-1 : General Information

Section A1-2 : Invitation to Tender

Section A1-3 : Conditions of Tender and Instructions to Tenderers

Section A1-4 : Form of Tender

Section A1-5 : Conditions of Contract

Section A1-6 : Contract Data

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# **Section A1-12**

## **Mobilisation Site Meeting**

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Mobilisation Site Meeting ..... Page    12-1

## **MOBILISATION SITE MEETING**

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### **MEETING INFORMATION SHEET AND CHECKLIST**

#### **1. Preamble**

Following the award of tender/procurement of contract by the client to the pre-qualified contractor, all the relevant stakeholders shall attend a Mobilisation Site Meeting to confirm what were discussed during Pre-Tender Site Meeting, and mobilise the required resources for implementation of works.

The Mobilisation Site Meeting shall be attended by the following:

- a) Client's representative
- b) Contractor
- c) Members of the sub-county Works Committee
- d) Representatives of the community including special interest groups such as women, youth and persons with disabilities
- e) Representatives of the district and sub-county community development, environment and labour staff
- f) Representative(s) of the Donor Agency/NGO where funding source for the works originates therefrom

The client's representative shall ensure that minutes are duly taken and produced during and after the meeting respectively, and distributed to all the relevant stakeholders. Failure by the Contractor to participate in Mobilisation Site and other subsequent meetings may result in poor communication between the contractor and the communities in which road works would be taking place. The client and the donor agency/NGO providing funds for works will bear no responsibility whatsoever in the event that this led to the cancellation of contract.

#### **2. Checklist**

The following checklist of activities, to be undertaken during the Mobilisation Site Meeting, is for guidance only and may not be fully inclusive.

- Meet with members of the local communities and sub-county stakeholders as a precursor to development of good working relationship. The meeting will discuss and confirm among others mutual obligations by the contractor to the community and by the community to the contractor, including issues relating to gender sensitivity, environment conservation, workplace health and safety issues including HIV/AIDS prevention
- Presentation and discussion of work plan
- Confirm locations for site camp, and other facilities including latrines, waste disposal etc.
- Discuss labour mobilisation strategy and recruitment method for both male and female, working conditions, working hours, salary structure including minimum wage and frequency of payment (Clauses 9 and 50 of Conditions of Contract and Clause 32 of Contract Data)
- Confirm the availability, location of and condition of access to sources of materials approved by the Client for fill, surfacing, aggregate, sand, water, etc ... and agree with representatives of the local communities modalities for accessing these materials and the cost if any thereof
- Locate and acquire storage facility in the community including the costs involved
- Agree on any measures necessary to ensure security of the Contractor's property and all those workers employed from the local communities
- Other issues/matters as the Meeting find appropriate



|               |   |  |
|---------------|---|--|
| Section A1-3  | : | Conditions of Tender and Instructions to Tenderers                           |
| Section A1-4  | : | Form of Tender   |
| Section A1-5  | : | Conditions of Contract   |
| Section A1-6  | : | Contract Data  |
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |
| Section A1-11 | : | Letter of Acceptance   |
| Section A1-12 | : | Mobilisation Site Meeting  |

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## **Section A1-13**

### **Technical Specifications**

### **refer Volume No 2 Manual A2**

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|               |   |   |
|---------------|---|---|
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B |
| Section A1-15 | : | Forms of Certification  |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers                    |

|              |   |                      |
|--------------|---|----------------------|
| Section A1-1 | : | General Information  |
| Section A1-2 | : | Invitation to Tender |

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## **Section A1-13**

### **Technical Specifications**

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Refer Volume No 2, Manual A2

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|               |   |  |
|---------------|---|--|
| Section A1-1  | : | General Information  |
| Section A1-2  | : | Invitation to Tender   |
| Section A1-3  | : | Conditions of Tender and Instructions to Tenderers                           |
| Section A1-4  | : | Form of Tender   |
| Section A1-5  | : | Conditions of Contract   |
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| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
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| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                     |

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## **Section A1-14**

### **Drawings-as required of the Contract refer Vol. No. 4 Manuals A and B**

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|               |   |  |
|---------------|---|--|
| Section A1-15 | : | Forms of Certification                                   |
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers |

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## **Section A1-14**

### **Drawings-as required of the Contract**

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Refer Volume No. 4, Manuals A and B

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|               |   |  |
|---------------|---|--|
| Section A1-1  | : | General Information  |
| Section A1-2  | : | Invitation to Tender   |
| Section A1-3  | : | Conditions of Tender and Instructions to Tenderers                           |
| Section A1-4  | : | Form of Tender   |
| Section A1-5  | : | Conditions of Contract   |
| Section A1-6  | : | Contract Data  |
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |
| Section A1-11 | : | Letter of Acceptance   |
| Section A1-12 | : | Mobilisation Site Meeting  |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                     |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B  |

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## **Section A1-15**

### **Forms of Certification**

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|               |   |  |
|---------------|---|--|
| Section A1-16 | : | Monitoring and Reporting Documentation for DLG Engineers |
|---------------|---|--|

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## **Section A1-15**

### **Forms of Certification**

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|   |      |        |
|---|------|--------|
| Forms of Certification .....                      | Page | 15-1   |
| Payment Certificate, inc. Measurement Sheet ..... | Page | 15.1-1 |
| Certificate of Completion .....                   | Page | 15.2-1 |
| Defects Liability Certificate .....               | Page | 15.3-1 |
| Certificate of Environmental Restoration .....    | Page | 15.4-1 |

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## ..... District Local Government

Form DLG / 1

**Payment Certificate**

No. ....

Date        /        /200

Contract Name ..... Contract No .....

Name of Contractor .....

Contract Start Date .../ .../ 200 ... , Contract End Date .../ .../ 200 ... , Contract Period ..... weeks

Actual Start Date .../ .../ 200 ....

**Actual Time Completed to Date ..... %**

Actual Completion Date .../ .../ 200 ....

Defects Liability Period ..... days

Original Contract Price        USh ..... Dated.../ .../ 200 ....

Current Contract Price (a)        USh ..... Dated .../ .../ 200 ....

**Total Value of Work This Certificate – (From Measurement Sheet)        USh .....****Add        Variations        USh .....****Gross Total Amount This Certificate        USh .....****Less        Advance Payment Recovery        (b)        USh .....****Other ..... USh .....****Sub-Total        USh .....****Total Amount This Certificate        USh .....****Less        Retention (10%)        USh .....****Net Amount This Certificate - enter this Amount into Table 1 below        USh .....****Less        Withholding Tax (4%)        USh .....****Net Amount Payable to Contractor this Certificate        USh .....****VAT @ 17% – refer MoWHC Instruction, 15/08/2000        USh .....**



**1. TABLE 1 - PAYMENT CERTIFICATE RECORD**

**[refer (a) above]**

|  |                                |  |  |   |
|--|--------------------------------|--|--|---|
| Current Contract Price, inc. VAT (USh) .....   |                                |  |  | Current Contract Price,<br>excluding VAT<br>USh ..... |
| Payment<br>Certificate<br>Number and Details   | Payment<br>Amount<br><br>(USh) | Cumulative<br>Payments<br>To Date<br>(USh) | Percentage<br>Payments<br>To Date<br>( % ) | Balance<br>Owing To<br>Contractor<br>(USh)            |
| 1. Advance Payment<br>2. Progress Payment<br>3. Progress Payment<br>4. Progress Payment<br>5. Progress Payment<br>6. Substantial<br>Completion<br>7. Final Payment |                                |  |  |   |

## **2. ADVANCE PAYMENT RECOVERY**

**[refer (b) above]**

**Total Advance Payment** USh .....

Repayment Balance - Last Certificate US\$.....

Recovery, This Certificate                      **(b)**      USh.....

Repayment Balance US\$.....

### **3. RETENTION PAYMENT RECORD**

**[refer (c) above]**

Total Retention to Date - Last Certificate      USh .....

Retention, This Certificate (c) USh .....

**Total Retention to Date** **US\$**.....

Notes: 1. 100% Retention Release on Final Account  
2. VAT is based on Net Amount –This Certificate

**Signed by - DLG Engineer** ..... **Dated** .../ .../ 200 ...

DLG CAO ..... Dated .../.../200...

**Donor Rep.** ..... **Dated** .../.../200...



Form DLG / 2

..... District Local Government

## Measurement Sheet

Contract Name ..... Contract No ..... Certificate No ..... Date ...../...../ 200 ..

| BoQ<br>Item<br>No<br>(1) | BoQ Item<br>Description<br>(2)                         | BoQ Item<br>Quantity<br>(3) | Cumulative<br>Quantities<br>Last Certificate<br>(4) | Cumulative<br>Quantities<br>This Certificate<br>(5) | Measured<br>Quantities<br>This Certif.<br>(6) | BoQ<br>Unit Rate<br>(USh)<br>(7) | Total Amount<br>This Certif.<br>(USh)<br>(8) |
|--------------------------|--|-----------------------------|---|---|---|----------------------------------|--|
|                          | <b>Bill 1 - Site Preparatory Works</b>                 |                             |   |   |   |                                  |  |
| 1.1                      | Construction of access roads & maintenance - LS        |                             |   |   |   |                                  |  |
| 1.2                      | Construction of detours & maintenance - LS             |                             |   |   |   |                                  |  |
|                          | <b>Bill 2 - Setting Out &amp; Site Clearing</b>        |                             |   |   |   |                                  |  |
| 2.1                      | Establishment of road alignment - m                    |                             |   |   |   |                                  |  |
| 2.2                      | Clear site of grass, bush & boulders inc. grubbing - m |                             |   |   |   |                                  |  |
| 2.2.1                    | Clear large boulders (> 1.5 m girth) - Daywork         |                             |   |   |   |                                  |  |
| 2.3                      | Cut and remove trees < 1.0 m girth - No                |                             |   |   |   |                                  |  |
| 2.3.1                    | Cut and remove tress > 1.0 m girth - No                |                             |   |   |   |                                  |  |
|                          | <b>Bill 3 - Earth Works</b>                            |                             |   |   |   |                                  |  |
| 3.1.1                    | Reshaping of existing road formation - m               |                             |   |   |   |                                  |  |
| 3.1.2                    | Opening of drains - m                                  |                             |   |   |   |                                  |  |
| 3.1.3                    | Opening of culverts - m                                |                             |   |   |   |                                  |  |
| 3.2.1                    | Excavation to level - m <sup>3</sup>                   |                             |   |   |   |                                  |  |
| 3.2.2                    | Excavation of drains - m                               |                             |   |   |   |                                  |  |
| 3.2.3                    | Form, water and compact road bed - m                   |                             |   |   |   |                                  |  |
| XXXX                     | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX                   | XXXXXXXXXX                  | XXXXXXXXXXXXXXXXXX                                  | XXXXXXXXXXXXXXXXXX                                  | XXXXXXXXXXXXXX                                | C/F                              | USh  |





| BoQ Item No<br>(1) | BoQ Item Description<br>(2)                                      | BoQ Item Quantity<br>(3) | Cumulative Quantities Last Certificate<br>(4) | Cumulative Quantities This Certificate<br>(5) | Measured Quantities This Certif.<br>(6) | BoQ Unit Rate (USh)<br>(7) | Total Amount This Certif. (USh)<br>(8) |
|--------------------|--|--------------------------|---|---|---|----------------------------|--|
| 3.3.1              | Preparation of borrow pit(s) for fill - m <sup>2</sup>           |                          |   |   |   | C/F                        | USh.....                               |
| 3.3.2              | Excavation, haul, place, water and compact fill - m <sup>3</sup> |                          |   |   |   |                            |  |
| 3.4                | Excavation of rock - Daywork                                     |                          |   |   |   |                            |  |
|                    | <b>Bill 4 - Drainage Works</b>                                   |                          |   |   |   |                            |  |
| 4.1                | Provide and install scour checks - No                            |                          |   |   |   |                            |  |
| 4.2                | Excavation of foundations for structures - m <sup>3</sup>        |                          |   |   |   |                            |  |
| 4.2.1              | < 1.0 m deep   |                          |   |   |   |                            |  |
| 4.2.2              | > 1.0 m deep   |                          |   |   |   |                            |  |
| 4.3                | Supply & install concrete culvert pipe rings - m                 |                          |   |   |   |                            |  |
| 4.3.1              | 600 mm dia   |                          |   |   |   |                            |  |
| 4.3.2              | 900 mm dia   |                          |   |   |   |                            |  |
| 4.3.3              | 1200 mm dia  |                          |   |   |   |                            |  |
| 4.4                | Supply & install steel culvert pipe rings - m                    |                          |   |   |   |                            |  |
| 4.4.1              | 600 mm dia   |                          |   |   |   |                            |  |
| 4.4.2              | 900 mm dia   |                          |   |   |   |                            |  |
| 4.4.3              | 1200 mm dia  |                          |   |   |   |                            |  |
| 4.4.4              | > 1200 mm dia  |                          |   |   |   |                            |  |
| 4.5                | Demolish existing structures and remove debris - LS              |                          |   |   |   |                            |  |
| 4.6                | Provide material and build cement bound masonry - m <sup>3</sup> |                          |   |   |   |                            |  |
| 4.7                | Provide material and build dry stone masonry - m <sup>3</sup>    |                          |   |   |   |                            |  |
| XXXX               | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX                                  | XXXXXXXXXX               | XXXXXXXXXXXXXXX                               | XXXXXXXXXXXXXXX                               | XXXXXXXXXXXXXXX                         | C/F                        | USh                                    |



| BoQ Item No<br>(1) | BoQ Item Description<br>(2)                                       | BoQ Item Quantity<br>(3) | Cumulative Quantities Last Certificate<br>(4) | Cumulative Quantities This Certificate<br>(5) | Measured Quantities This Certif.<br>(6) | BoQ Unit Rate (USh)<br>(7) | Total Amount This Certif. (USh)<br>(8) |
|--------------------|---|--------------------------|---|---|---|----------------------------|--|
| 4.8                | Provide, erect & remove form-work for concrete - m <sup>2</sup>   |                          |   |   |   | C/F                        | USh.....                               |
| 4.9                | Provide & fix steel reinforcement                                 |                          |   |   |   |                            |  |
| 4.9.1              | Steel bars - kg   |                          |   |   |   |                            |  |
| 4.9.2              | Weld mesh - m <sup>2</sup>  |                          |   |   |   |                            |  |
| 4.10               | Provide, place & compact hardcore for foundation - m <sup>3</sup> |                          |   |   |   |                            |  |
| 4.11               | Provide, cast and cure concrete - m <sup>3</sup>                  |                          |   |   |   |                            |  |
| 4.11.1             | Class lean  |                          |   |   |   |                            |  |
| 4.11.2             | Class 15  |                          |   |   |   |                            |  |
| 4.11.3             | Class 20  |                          |   |   |   |                            |  |
| 4.12               | Provide gabions, stones, place and fill baskets - m <sup>3</sup>  |                          |   |   |   |                            |  |
| 4.13               | Provide materials & build grouted stone pitching - m <sup>2</sup> |                          |   |   |   |                            |  |
| 4.14               | Provide select material and backfill structures - m <sup>3</sup>  |                          |   |   |   |                            |  |
| 4.15               | Excavate water diversions / construct barriers - LS               |                          |   |   |   |                            |  |
| 4.16               | Clear swamps for structures - LS                                  |                          |   |   |   |                            |  |
| 4.17               | Other drainage protection works as directed                       |                          |   |   |   |                            |  |
|                    | <b>Bill 5 - Gravelling &amp; Completion Works</b>                 |                          |   |   |   |                            |  |
| 5.1                | Preparation of quarries - m <sup>2</sup>                          |                          |   |   |   |                            |  |
| 5.2                | Excavate, haul, place, water and compact gravel - m <sup>3</sup>  |                          |   |   |   |                            |  |
| 5.3                | Restoration of Sites, Quarries, Borrow Pits, etc.. - LS           |                          |   |   |   |                            |  |
| XXXX               | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX                              | XXXXXXXXXX               | XXXXXXXXXXXXXX                                | XXXXXXXXXXXXXX                                | XXXXXXXXXXXXXX                          | C/F                        | USh                                    |







..... **District Local Government**

## **Certificate of Completion**

( Refer Clauses 35, 55 and 56 of the Conditions of Contract )

**Name of Contractor:** .....

**Registered Address:** .....  
.....

**Contract Name:** .....

**Contract Number:** .....

**Date of Hand Over:** The ..... day of ....., 200 ....

This is to Certify that the above Contract has been jointly inspected, found to fully comply with the requirements of the Conditions of Contract, in particular Clauses 35, 55 and 56, and handed over to the Chief Administrative Officer, ..... District Local Government.

In accordance with the Conditions of Contract, Clause 35.2, and the Contract Data, Clause 13, the Defects Liability Period of ..... days shall expire on the ..... day of ....., 200 ...., during which time the Contractor remains fully responsible for the Maintenance of the whole of the Works under the Contract.

|                    |                           |                                    |
|--------------------|---------------------------|------------------------------------|
| <b>Signed by -</b> | <b>DLG Engineer</b> ..... | <b>Dated</b> ...../...../ 200 .... |
|                    | <b>DLG CAO</b> .....      | <b>Dated</b> ...../...../ 200 .... |
|                    | <b>Contractor</b> .....   | <b>Dated</b> ...../...../ 200 .... |
|                    | <b>Donor Rep.</b> .....   | <b>Dated</b> ...../...../ 200 .... |





..... **District Local Government**

## **Defects Liability Certificate**

( Refer, inter alia, Clause 35 of the Conditions of Contract )

**Name of Contractor:** .....

**Registered Address:** .....  
.....

**Contract Name:** .....

**Contract Number:** .....

**Date of Hand Over:**    The                      day of                      , 200 ....

This is to Certify that the above Contract has been jointly inspected, found to fully comply with the requirements of the Conditions of Contract, in particular Clause 35, and handed over and accepted for Maintenance by the Chief Administrative Officer, ..... District Local Government.

**Signed by -    DLG Engineer** .....    **Dated** ...../ ...../ 200 ....

**DLG CAO** .....    **Dated** ...../ ...../ 200 ....

**Contractor** .....    **Dated** ...../ ...../ 200 ....

**Donor Rep.** .....    **Dated** ...../ ...../ 200 ....



..... **District Local Government**

## **Certificate of Environmental Restoration**

( Refer, inter alia, Clause 64 of the Conditions of Contract )

**Name of Contractor:** .....

**Registered Address:** .....  
.....

**Contract Name:** .....

**Contract Number:** .....

**Date of Hand Over:**    The                      day of                      , 200 ....

This is to Certify that the above Contract has been jointly inspected, found to fully comply with the requirements of the Conditions of Contract, in particular Clause 64, and handed over and accepted for Maintenance by the Chief Administrative Officer, ..... District Local Government.

**Signed by -    DLG Engineer** .....    **Dated** ...../ ...../ 200 ....

**DLG CAO** .....    **Dated** ...../ ...../ 200 ....

**Contractor** .....    **Dated** ...../ ...../ 200 ....

**Donor Rep.** .....    **Dated** ...../ ...../ 200 ....



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## Section A1-16

### Monitoring and Reporting Documentation for DLG Engineers

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|               |   |  |
|---------------|---|--|
| Section A1-1  | : | General Information  |
| Section A1-2  | : | Invitation to Tender   |
| Section A1-3  | : | Conditions of Tender and Instructions to Tenderers                           |
| Section A1-4  | : | Form of Tender   |
| Section A1-5  | : | Conditions of Contract   |
| Section A1-6  | : | Contract Data  |
| Section A1-7  | : | Form of Contract Agreement   |
| Section A1-8  | : | Bills of Quantity / Unit Rate Analysis - refer Volume No. 2 Manual A3 and A4 |
| Section A1-9  | : | Forms of Securities  |
| Section A1-10 | : | Standard Tender Evaluation Format  |
| Section A1-11 | : | Letter of Acceptance   |
| Section A1-12 | : | Mobilisation Site Meeting  |
| Section A1-13 | : | Technical Specifications - refer Volume No. 2, Manual A2                     |
| Section A1-14 | : | Drawings - as required of the Contract - refer Volume No.4, Manuals A and B  |
| Section A1-15 | : | Forms of Certification   |

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## **Section A1-16**

### **Monitoring and Reporting Documentation for DLG Engineers**

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|  |      |        |
|--|------|--------|
| Monitoring and Reporting Documentation for DLG Engineers ..... | Page | 16-1   |
| Monthly Progress Report .....                                  | Page | 16.1-1 |
| Progress Report Summary - for Quarterly reporting .....        | Page | 16.2-1 |
| Monitoring Site Meeting .....                                  | Page | 16.3-1 |
| Maintenance Site Meeting .....                                 | Page | 16.4-1 |

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### District Roads - Contracted Works

**District:****Road No & Type of Work:**

**Name of Contractor:**

**Notes:** Explanations are Required for Increases in Contract Price (columns k and l ) and Extensions of Time (column m ). Any significant difference between Eng. Est. (column a ) and Actual Contract Price (column g ) must be fully explained. Definitions of Types of Work; RM - routine maintenance, PM - periodic maintenance, RH - rehabilitation, ST - structures, SR - spot repairs (inc. earthwork, minor structures and spot gravel), OT - other detailed in Explanation/Comments below.

**Explanation/Comments:**





# MONTHLY PROGRESS REPORT

District Roads - Contracted Works

Page 2/2

| Approved<br>Extra<br>Time<br>(weeks) | Revised<br>Compl'n<br>Date | Actual<br>Compl'n<br>Date | Date<br>Payment<br>Made | Type of<br>Payment | Approved<br>Payments<br>(USh) | Cumulative<br>Payments<br>To Date<br>(USh) | Cumulative<br>Payments -<br>% Wages<br>Component | Contract<br>Time<br>Worked<br>(%) | Physical<br>Progress<br>(Average)<br>(%) | Financial<br>Progress<br>To Date<br>(%) | Comments |
|--------------------------------------|----------------------------|---------------------------|-------------------------|--------------------|-------------------------------|--|--|-----------------------------------|--|---|----------|
| m                                    | n                          | o                         | p                       | q                  | r                             | s  | t  | w                                 | u  | v                                       | x        |
|                                      |                            |                           |                         | Advance            |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 1         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 2         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 3         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 4         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 5         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 6         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Progress 7         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Completion         |                               |  |  |                                   |  |   |          |
|                                      |                            |                           |                         | Final Act.         |                               |  |  |                                   |  |   |          |

Explanation/Comments (cont.):



# DISTRICT ROAD WORKS - QUARTERLY PROGRESS REPORT SUMMARY

**DLG:**

**Reporting Period:**[illegible]

|                              |      |
|------------------------------|------|
| Total Commitment to Date     | US\$ |
| Total Approved Annual Budget | US\$ |
| Remaining Available Balance  | US\$ |

**Notes to the above Table -**

1. **Contract Number = District No and Road No/Contract No on that road for that year/Financial Year/Type of Works - Source of Funds**
2. **Definitions of Types of Work; RM - routine maintenance, PM - periodic maintenance, RH - rehabilitation, ST - structures, SR - spot repairs (inc. earthwork, minor structures and spot gravel), OT - other detailed in Explanation/Comments below.**
3. **Comments regarding Contract performance (refer Contract Ref. No in above Table) -**  
Contract No  
Contract No  
Contract No  
Contract No  
Contract No  
Contract No

**Signed by DLG Engineer** .....

**Dated:**



## **MONITORING SITE MEETING**

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### **MEETING INFORMATION SHEET AND CHECKLIST**

#### **1. Preamble**

Following the commencement of road works by the Contractor, Monitoring Site Meetings shall be held on a monthly basis. These shall be attended by all the relevant stakeholders to ascertain whether the Contractor is carrying out his/her work in line with gender, environment and workplace health and safety issues contained in the contract documents.

The Monitoring Site Meeting shall be attended by the following:

- a) Client's representative
- b) Contractor's representative
- c) Workers' representative (male and female representation)
- d) Members of the sub-county Works Committee
- e) Representatives of the community including special interest groups such as women, youth and persons with disabilities
- f) Representatives of the district and sub-county community development, environment and labour staff
- g) Representative(s) of the Donor Agency/NGO where funding source for the works originates therefrom

Minutes of the meeting shall be taken by the client's representative who shall produce and distribute to all the relevant stakeholders. Failure by the Contractor to organise and participate in Monitoring Site Meetings may result in poor communication between the contractor and the communities in which road works would be taking place. The client and the donor agency/NGO providing funds for works will bear no responsibility whatsoever in the event that this led to the cancellation of contract.

#### **2. Checklist**

The following checklist of activities, to be undertaken during the Mobilisation Site Meeting, is for guidance only and may not be fully inclusive.

- Meet with members of the local communities and sub-county stakeholders as a precursor to maintaining good working relationship. The meeting will follow up on mutual obligations by the contractor to the community and by the community to the contractor, including issues relating to gender sensitivity, environment conservation, workplace health and safety issues including HIV/AIDS prevention as agreed in Pre-Tender and Mobilisation Site Meetings
- Find out whether the works are being implemented according to the Contractor's Workplan
- Confirm locations for site camp, and other facilities including latrines, waste disposal etc...
- Follow up on labour mobilisation strategy and recruitment method for both male and female, working conditions, working hours, salary structure including minimum wage and frequency of payment (what is working, what is not working and why including possible solutions)
- Follow up on availability of materials approved by the Client for fill, surfacing, aggregate, sand, water, etc., and find out whether the Contractor is getting any problem in accessing these materials
- Revisit security issues related to the Contractor's property and all those workers employed from the local communities
- Other issues/matters as the Meeting find appropriate



## **MAINTENANCE SITE MEETING**

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### **MEETING INFORMATION SHEET & CHECK LIST**

#### **1. Preamble**

Immediately following Substantial Completion of the whole of the contracted Works, a Maintenance Site Meeting shall be convened at the Works Site to determine and clarify matters concerned with the future Routine Maintenance of the whole of the Works. Reference is made to the PAF Guidelines for Planning and Operation of District Road Maintenance and Rehabilitation Programmes.

The Maintenance Site Meeting will include the following;

- a) Client's / Employer's representative(s),
- b) Representatives of the Local Community / Communities, including members of their Sub-County Works Committee(s), in which the Works have been performed,
- c) Community representatives of special interest groups including Women and Youth organisations.
- d) Representatives of district / sub-county Community Development, Gender and Environment staff,
- e) Contractor, and
- f) Representative(s) of the Donor Agency / NGO where the funding source for the Works originated therefrom.

This Meeting shall be convened and appropriate arrangements for Routine Maintenance of the whole of the Works agreed prior to the issuance by the Client to the Contractor of Certificates of Completion and Environmental Restoration.

#### **2. Check List**

The convening of this Maintenance Site Meeting in no way exonerates the Contractor from his/her obligations to complete the whole of the Works, including correction of defects during the Defects Liability Period and undertaking Environmental Restoration of the Site(s).

- 2.1** The Meeting shall address and agree who will be the Routine Maintenance Contractor responsible for undertaking routine maintenance activities; possibilities include -
  - a) an individual from the Local Community / Communities concerned,
  - b) an individual representing a special interest group including Women and Youth organisations,
  - c) the Contractor responsible for the ongoing Works, or
  - d) some other suitable arrangement.
- 2.2** The Meeting shall also discuss and agree who will be responsible for supervision of the routine maintenance Contract including the roles and responsibilities of relevant stakeholders including -
  - a) the Community / Communities (where the Contract is not with the Community),
  - b) the Sub-county Works Committee, or
  - c) other suitable arrangement.
- 2.3** The Meeting shall take full cognisance of the PAF Guidelines for Planning and Operation of District Road Maintenance and Rehabilitation Programmes, which require routine maintenance works to be undertaken by labour-based methods and using women to perform the works. The Meeting shall also identify training needs for all those responsible for performance including implementation and management of the Routine Maintenance Contract.







