



## District Road Works

**VOLUME**

**3**

## Implementation and Monitoring Manuals

**Manual A:**

### Contract Management and Administration



# 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

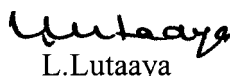
The Manuals describe in detail the organization and techniques for planning, implementation and administration of a district road network. The manuals support Government strategies on sustainable maintenance of district roads; they encourage community participation, promote use of labour based methods 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 3 Manual A**

## **Contract Management and Administration**

# **Table of Contents**

Section A-1	:	General Information
Section A-2	:	Field Assessment, Bills of Quantity, Engineer's Cost Estimate, Programme and Tender Documentation
Section A-3	:	Tendering, Evaluation of Tenders and Award of Contract
Section A-4	:	Contract Management and Administration
Annex 1	:	Minor Works Pre-qualification Documentation - Detail Analysis Form (DAF)
Annex 2	:	Minor (Routine) Maintenance Pre-qualification Documentation - Application for Pre-qualification Form (APF)
Annex 3	:	List of References



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## **Section A-1 General Information**

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- Section A-2 : Field Assessment, Bills of Quantity, Engineer’s Cost Estimate, Programme and Tender Documentation
  
- Section A-3 : Tendering, Evaluation of Tenders and Award of Contract
  
- Section A-4 : Contract Management and Administration
  
- Annex 1 : Minor Works Pre-qualification Documentation - Detail Analysis Form (DAF)
  
- Annex 2 : Minor (Routine) Maintenance Pre-qualification Documentation - Application for Pre-qualification Form (APF)
  
- Annex 3 : List of References

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# Section A-1

## General Information

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General Information .....	Page	1-1
Preamble .....	Page	1-1
Contract Management and Administration - Overview .....	Page	1-1

# General Information

## 1. PREAMBLE

This Manual describes procedures for the management and administration of contracts for the construction, rehabilitation, spot repairs, periodic and routine maintenance works of district road networks undertaken by district local governments.

Contained within this Manual are references to relevant legal instruments which include -

- The Local Governments Act 1997,
- The Local Governments Financial and Accounting Regulations 1998,
- The Local Governments Tender Board Regulations 1999, and
- Other relevant Manuals in this series of District Road Manuals.

In accordance with the legal instruments listed above, in particular **Clause 24 (2)** of the Local Governments Tender Board Regulations 1999, the procedures contained herein relate to -

1. Contracts for Minor Works of value between US\$ 50 million and up to a **maximum** value of US\$ 300 million, and
2. Contracts for Minor Maintenance and Repair Works with a value less than US\$ 50 million.

Documentation including Standard Forms for use in Minor Works Contracts are detailed in **Volume 2, Manuals A1, A2 and A3**.

Documentation and procedures including Standard Forms for use in Minor (Routine) Maintenance and Repair Works Contracts are detailed in **Volume 2, Manual B**.

Documentation and procedures including Standard Forms for reporting on all works performed are provided in **Volume 3, Manual B**.

## 2. CONTRACT MANAGEMENT AND ADMINISTRATION - OVERVIEW

The Table below summarises the principal activities included in the works procurement and implementation process and the following three Sections of this Manual describe the procedures for undertaking these activities -

**Section A2** Undertaking the **Field Assessment** including identification of the works to be performed and their quantities, preparation of the **Bills of Quantities** based on the identified and quantified works, determination of the costs of the works or the **Engineers Cost Estimate**, and preparation of the work plan or **Programme** detailing what works will be done and when.

**Section A3** Performing a transparent procurement process in accordance with all relevant regulations pertaining to **Pre-qualification of Contractors**, the **Tendering** of works, **Evaluation of Tenders** and **Award of Contract**.

**Section A4** Effective and efficient **Contract Management and Administration** to ensure works are undertaken in accordance with the Bills of Quantities, the Contract Price, and the Technical Specifications, and within the time limits defined in the Contract documents. Regular and timely payments to Contractors for works performed are critical. The capacity to effectively manage and administer Contracts is a specific measure of a district local government's efficiency.



### Summary - Procurement of Works Contracts and Implementation Process

<b>PROJECT PHASE</b>	<b>PROJECT PROCESS</b>	<b>DOCUMENTS</b>
Project Identification & Planning stage	Prioritisation of Road Works through the Local Government Budget Framework Process (LGBFP)	Annual District Road Work Plan (ADRWP)
Project Preparation	Preliminary Design and Budget	Annual District Road Inventory and Condition Survey (ADRICS/RAMPS) Field Assessment & Project Estimation based on Unit Rate Analysis (URA)
Approval	Final Design and Engineers Cost Estimate	Tender Documents (Volume 2, Manual A1) <ul style="list-style-type: none"> <li>• Conditions of Tender and Instructions to Tenderers</li> <li>• Form of Tender</li> <li>• Conditions of Contract</li> <li>• Form of Contract Agreement</li> <li>• Bills of Quantities</li> <li>• Forms of Tender Surety</li> <li>• Technical Specifications</li> <li>• Drawings</li> <li>• Forms of Certification</li> </ul>
Procurement	Pre-Qualification of Contractors	Short list of approved companies - Local Government Tender Board Regulations 1999 (Clauses 20 and 25)
	Issue Tender Documents	Letters of Invitation, Tender Notices, Pre-Tender Site Meeting, Certificate of Tenderer's Site Visit, etc.. (Volume 2, Manual A1, Standard Forms)
	Receive and Evaluate Tenders	Tender Bond Tender Evaluation Report (Volume 2, Manual A1, Methodology)
	Award and Formalise Contract	Letter of Acceptance Prepared Contract Documents Security Forms Signed Contract Agreement (Volume 2, Manual A1, Standard Forms)
Implementation	Start Construction	Order to Commence Work Taking Possession of the Site Programme of Works Advance Mobilisation Payment (Volume 2, Manual A1, Standard Forms)
Contract Management & Administration	Supervision, Quality Control, Site Meetings and Measurements	Minutes of Meetings, Site Instructions, Payment Certificates Variation Orders (Volume 2, Manual A1, Standard Forms)
Contract Completion	Inspection and Taking-Over Release Retention Money as per Contract	Certificate of Completion (Volume 2, Manual A1, Standard Forms)
Defect Liability Period	Defects made Good Restore Work Sites Release balance of Retention Money	Certificate of Environmental Restoration Final Payment (Volume 2, Manual A1, Standard Forms)

Section A-1 : General Information

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## **Section A-2**

### **Field Assessment, Bills of Quantity, Engineer’s Cost Estimate, Programme and Tender Documentation**

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Section A-3 : Tendering, Evaluation of Tenders and Award of Contract

Section A-4 : Contract Management and Administration

Annex 1 : Minor Works Pre-qualification Documentation -  
Detail Analysis Form (DAF)

Annex 2 : Minor (Routine) Maintenance Pre-qualification Documentation -  
Application for Pre-qualification Form (APF)

Annex 3 : List of References

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## **Section A-2**

### **Field Assessment, Bills of Quantity, Engineer's Cost Estimate, Programme and Tender Documentation**

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Field Assessment, Bills of Quantity, Engineer's Cost Estimate, Programme and Tender Documentation .....	Page	2-1
Preamble .....	Page	2-1
Field Assessment .....	Page	2-1
Bills of Quantities .....	Page	2-3
Engineers Cost Estimate .....	Page	2-3
Programme .....	Page	2-4
Tender Documentation .....	Page	2-5

# Field Assessment, Bills of Quantities, Engineers Cost Estimate, Programme & Tender Documentation

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## 1. PREAMBLE

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The Field Assessment together with subsequent preparation of accurate Bills of Quantities, Engineers Cost Estimate and Programme are of critical importance if the contracted works are to be fully performed in accordance with the Bills of Quantity and the Technical Specifications, and are to be completed within the Programme period and to the Contract Price as stated in the Contract documents.

Variations in the work Items and their quantities consequential to inadequate Field Assessments result in -

- Time overruns; the Contractor taking longer to perform the works,
- Cost overruns; the Contractor claiming for the additional works together with the costs associated with the addition time needed to perform the works (overheads, supervision staff salaries, etc.), and
- Time wasting; particularly for Contract Administration personnel who have to negotiate and administer Variation Orders and other Contractual matters.

The Field Assessment is also the opportunity to determine the composition of the whole of the works and, therefore, the **type of contract** to be prepared. In other words, will the Contract be for -

- a) Minor Works (rehabilitation, spot repairs, periodic maintenance) or
- b) Minor Maintenance Works (routine maintenance)

During the Field Assessment, the degree of difficulty of each of the work Items is determined to decide on the best technology for implementation in order to meet the requirements of the Technical Specifications. In other words, will the Contract be labour-based, equipment-based or a combination of the two.

A realistic evaluation of actual resource availability, including local labour and materials, equipment, etc., must be undertaken to ensure that the technology for implementation selected is achievable. It is pointless, for example, to select an equipment-based technology if the equipment itself is not available. It is equally pointless to choose a labour-based technology if the local labour is not available.

Extra time and effort spent during the Field Assessment will enable the realistic and accurate identification of all work Items to be included in the Contract, their true quantities, the type of Contract to be prepared, and the technology to be used for implementation; thereby avoiding the need for Variation Orders and the additional administrative burden imposed therefrom.

## 2. FIELD ASSESSMENT

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As already mentioned above, the Field Assessment is possibly the most important activity in the Contract Management and Administration process.

Accurate identification of all the work Items for inclusion in the Bills of Quantities and determination of the quantities thereof can only be achieved by undertaking a detailed and comprehensive site visit.

Appropriately trained and experienced staff from the district local government's Works Department are those responsible for carrying out this important work.

It is also essential that the district staff responsible for Community Development, Labour, Gender and Environment be involved during the site visit in order that their respective areas of responsibility are taken into consideration from the onset and that any necessary interventions and the costs thereof fully taken into account.

It is not the purpose of this Manual to describe in detail the methodology for undertaking a Field Assessment, however a check list of the most important matters that need to be taken into consideration follow -

- Have the local communities including their representatives (Sub-county Chiefs, Sub-county Works Committees, Special Interest Groups - women, youth, etc.), in whose area the works are to be performed, made aware of such works and that a Contract is being prepared?
- Have the planned works the full support of these local communities?
- Has the land on which the works to be executed been clearly delineated and are the local communities in full agreement with this delineation?
- Will the local communities be willing to provide their labour and local resources (water, gravel, sand, other local materials) and, if so, on what conditions and at what costs?
- Will, or can, the local communities provide space, access and security for the Contractor's camp, staff, materials and equipment, or is security an issue which needs to be addressed and costed?
- Adequate time needs to be allowed during the site visit for the accurate determination of all Items of work required for inclusion in the Contract, the Design Standards and Technical Specifications to be adopted together with the accurate measurement of all the respective Item quantities.
- Particular attention needs to be paid to Bill 6 of the Bills of Quantities (Provisional and General Items) to ensure adequate provisions are made for meeting costs associated with; undertaking regular site meetings with the communities following the Award of Contract; site security; supply of clean water, rations and protective clothing for workers; and so on.
- Sources of materials need to be identified and their extent (quantity) and suitability for use in the works decided. Access and haul distances to/from approved material sources need to be accurately determined together with the costs of any royalties involved with extraction.
- The need for diversions and their subsequent rectification also require careful consideration and costing.
- Environmental rectification measures for borrow pits, working sites and camp-sites, need to be identified and costed.
- The choice of technology for implementation of the works needs to be decided based on the availability of local and other resources including skilled/unskilled labour, water, materials, equipment, etc..
- Consideration needs to be made regarding the nature of the works and local domestic contracting capacity; in other words, are trained and experienced contractors who are capable of performing the works available within the district or will it be necessary to attract contractors from outside the district? There are obvious cost implications here, which must be taken into account.
- The local weather and agricultural regimes need to be taken into account in order to determine when best the works should be performed, time when local labour is/is not available, and the time frame for implementation.

- Prior to completing the Field Assessment, a draft Programme of work (work-plan) should have been prepared, and discussed with the local community representatives to ensure agreement.

**Remember this** - *the more time and care taken during the Field Assessment will result in less administration of the Contract; a benefit to both the Contractor(s) and the district's administrative and technical staff.*

### 3. BILLS OF QUANTITIES

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For Minor Works Contracts, the Bills of Quantities provide for all Items of work to be included in the Contract and comprise Bills numbered 1 to 6; refer Volume 2, Manuals A1 and A3.

For Minor Maintenance and Repair Works Contracts, the Maintenance Activity Schedule describes the routine maintenance work Items included in the Contract; refer Volume 2, Manual B.

As mentioned in part 2 above, the Field Assessment provides the opportunity to -

- identify all those work Items necessary for implementation of the works, and
- the quantities of each of the work Items.

It is therefore a simple matter to translate the information (work Items and quantities of each work Item) gathered during the Field Assessment onto the **Bills of Quantities** for Minor Works Contracts.

In the case of Minor (routine) Maintenance and Repair Works Contracts, the **Maintenance Activity Schedule** defines the work Items to be undertaken and the Monthly Site Inspection Report / Measurement Sheet identifies those work Items and locations thereof that are to be undertaken each and every month; refer Volume 2, Manual B.

Care must be taken to use the correct **Units** for each of the work Items included in the Bills of Quantities and/or the Maintenance Activity Schedule.

These **Units** are all clearly defined and detailed in the Technical Specifications and Bills of Quantities (BoQ) and Unit Rate Analysis (URA); refer Volume 2, Manual A2, Manual A3, A4 and Manual B.

**Remember this** - *identify and cost all Provisional and General (P&G) Items included in Bill 6 of the Bills of Quantities; refer Section A4, part 3.9 below.*

### 4. ENGINEERS COST ESTIMATE

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#### 4.1 MINOR WORKS CONTRACTS

Following the entering of work Item and quantity information in the Bills of Quantities, it is then necessary to apply appropriate **Unit Rates** for each of the work Items.

The simple multiplication of each work Item quantity by the corresponding Item Unit Rate results in a series of sub-totals which, when added all together including the Provisional and General Items, provides a grand total or estimated Contract Price for the works; otherwise referred to as the **Engineers Estimate**.

However, determination of accurate and realistic Item Unit Rates is as important an activity as is the Field Assessment.

Erroneous and/or inaccurate Unit Rates will result in an unrealistic Engineers Estimate and will most undoubtedly lead to variations during the Contractor's performance of the works resulting in additional administrative burden to all concerned. The very issue you always want to avoid.

Realistic Unit Rates is the key to success and for the avoidance of variations!

Unit Rates that are too low will not allow the Contractor(s) to perform the works to the quality standards required by the Technical Specifications, resulting in the district administration being accused of doing 'shoddy work'.

Unit Rates that are too high only result in a waste of money.

Inaccurate Unit Rates will also result in serious anomalies during evaluation of Contractor(s) Tenders and could result in Contracts being Awarded to Contractors who will not be able to perform the works satisfactorily thereby leading to major contract management and administration difficulties.

There is a proven methodology for the accurate and realistic determination of Unit Rates for all work Items in the Contract based on local costs of inputs.

This methodology is called the **Unit Rate Analysis** and is provided in Volume 2, Manual A4.

Guidelines are also provided in Volume 2, Manual A4 for the determination of costs associated with Provisional and General Items; refer this Manual, Section A4, part 3.9 below.

## 4.2 **MINOR MAINTENANCE AND REPAIR CONTRACTS**

The **Engineers Cost Estimate** for routine maintenance Contracts is the total cost per kilometre per year based on the current maintainable condition of road section(s) determined during the most recent ADRICS.

The Contract documentation states this cost and assigns a monthly payment to the Contractor(s) for works satisfactorily performed in accordance with the Monthly Site Inspection Report / Measurement Sheet; for further information, refer Volume 2, Manual B.

## 5. **PROGRAMME**

The **Programme** is an obligatory component of any Tender, and is included as Schedule 1 of the Tender documentation; refer Volume 2, Manual A1.

The Tenderer shall provide a Programme detailing the methods, order and timing for all the main activities involved in his/her planned execution of the whole of the works under the Contract as required by Clauses 7 and 20 of the Conditions of Tender & Instructions to Tenderers and Clause 27 of the Conditions of Contract.

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

- a) For all work Items listed in the Bills of Quantity, an estimate of the total worker-days for each and every Item and for the execution of the whole of the works.
- b) Total estimated time in days and/or weeks to execute each and every work Item.
- c) An estimate of the number of general workers likely to be employed from the immediate area of the Site(s) for execution of the whole of the works.
- d) The planned order and timing of each work Item and the total estimated time in days and/or weeks to execute the whole of the works.
- e) 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/utilisation of each Equipment item on the Site.
- f) Other information as the Tenderer considers relevant and necessary.

**Please note well** - The Programme is a most important element of the Tender and receives very detailed scrutiny during the process of Tender Evaluation by the Technical Evaluation Committee; refer Section A4 below - Contract Management and Administration.

## 6. TENDER DOCUMENTATION

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Tender documentation includes the following -

- a) Conditions of Tender and Instructions to Tenderers, including the Certificate of Site Visit (Site Form)
- b) Forms of Tender including Schedules 1, 2, 3 and 4
- c) Conditions of Contract, including the Contract Data
- d) Form of Contract Agreement
- e) Bills of Quantity
- f) Forms of Security
- g) Technical Specifications
- h) Drawings
- i) Forms of Certification

A standard set of all these documents is provided in Volume 2, Manual A1.





- Section A-1 : General Information
- Section A-2 : Field Assessment, Bills of Quantity, Engineer's Cost Estimate,  
Programme and Tender Documentation

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## **Section A-3**

### **Tendering, Evaluation of Tenders and Award of Contract**

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- Section A-4 : Contract Management and Administration
- Annex 1 : Minor Works Pre-qualification Documentation -  
Detail Analysis Form (DAF)
- Annex 2 : Minor (Routine) Maintenance Pre-qualification Documentation -  
Application for Pre-qualification Form (APF)
- Annex 3 : List of References

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## **Section A-3**

### **Tendering, Evaluation of Tenders and Award of Contract**

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Tendering, Evaluation of Tenders and Award of Contract .....	Page	3-1
Preamble .....	Page	3-1
Pre-qualification of Contract .....	Page	3-1
Tendering of the Contract .....	Page	3-3
Evaluation of Tenders .....	Page	3-3
Award of the Contract .....	Page	3-4

# Tendering, Evaluation of Tenders & Award of Contract

## 1. PREAMBLE

Tendering, the Evaluation of Tenders and the Award of Contract(s) shall all be undertaken in accordance with the legal instruments referred to in Section A1 above.

The relevant legal instruments include -

- The Local Governments Act, 1997
- The Local Governments Financial and Accounting Regulations, 1998
- The Local Governments Tender Board Regulations, 1999

Of these three legal instruments, the most important for the day-to-day reference by district technical and administrative staff concerned with management and administration of Contracts is the **Local Governments Tender Board Regulations, 1999**.

In the following text of this Section of the Manual, references to the most relevant Clauses of the **Local Governments Tender Board Regulations, 1999** are highlighted in the form of Superscript numbering.

The Local Governments Tender Board Regulations 1999, comprises the **Regulations**, the **Tendering Rules and Procedures**, the First Schedule and the Second Schedule.

### **Important Note**

*The First Schedule (Contents of the Tender Document) and Second Schedule (Evaluation of Tenders) are not entirely relevant to Minor Works Contracts and Minor Maintenance and Repair Contracts for district road works and therefore these two Schedules are further supported by -*

- *The full set of Tendering and Contract Documentation provided in Volume 2, Manual A1*
- *The detailed Tender Evaluation Format / Methodology provided also in Volume 2, Manual A1*

### **Further Important Notes - refer the 'Regulations'**

*Every district local government shall appoint a District Tender Board for provision of Procurement services<sup>3</sup>.*

*The District Tender Board is responsible for the Advertising of Tenders and the Award of Contracts<sup>7,8,9,18</sup>.*

*The District Tender Board shall be advised by a Technical Evaluation Committee<sup>10,11</sup>.*

*The Secretary of the District Tender Board shall maintain a list of approved Contractors, which shall be kept under constant review and renewed annually<sup>20</sup>.*

## 2. PRE-QUALIFICATION OF CONTRACTORS

As already highlighted above, the Secretary of the District Tender Board shall maintain a list of approved Contractors, which shall be kept under constant review and renewed annually<sup>20, 25 (3), 29</sup>.

**Annexes 1 and 2** hereto provide standard documentation for use during contractor pre-qualification together with suggested scoring systems.

## 2.1 Important Considerations when Scoring Contractor Pre-qualification Documentation

Analysis of the current status of the construction industry indicates that however many bonus points are awarded during scoring of pre-qualification documentation of female contractors, female-headed firms or firms with female personnel, there is no guarantee of a favourable outcome.

This is attributed to the fact that there are currently very few women involved in the engineering sector.

Apart from simply awarding bonus points, other strategies must therefore be taken into consideration if the targets for female involvement are to be realised.

The first attempt should be through open competition, which relies on the competitiveness of female contractors and the bonus points awarded to them. For this to be realised, the process leading to pre-qualification and contract award should be gender sensitive. In other words -

- Advertisements should encourage female contractors or firms with female heads to apply for pre-qualification.
- During the scoring of pre-qualification documentation, bonus points should be awarded to female contractors, female-headed firms and firms with female personnel.

The current scoring system under '**Details of Past Experience**' is likely to favour already established contractors. In order to cater for the interests of female contractors or female-headed firms, the following is recommended -

- Lower the threshold value for building/road/civil works for female contractors.
- Increase the number of bonus points where female employment exceeds 30%.

Vehicle/Equipment Ownership is also likely to favour established contractors. If the intention is to encourage the use of labour-based methods and promote opportunities for female employment, then scoring of this section of the pre-qualification documentation needs careful consideration.

It should be noted that the creation of equipment pools will cater for plant hire and therefore firms not owning equipment will have access to the necessary items of equipment through hire arrangements.

Few female contractors or female-headed firms are likely to have a sound financial status and working capital, therefore, in such cases less emphasis should be given to their financial status.

The above is an attempt to favour female contractors during pre-qualification through open competition, and in the event that the targets are not realised under this arrangement, then the following procedure should apply -

- Re-examine the scores for all female contractors or female-headed firms who have not been pre-qualified.
- Rank these in the order of total points scored.
- Select the number of female contractors or female-headed firms required to top up those pre-qualified to make a total of the target required.

## 2.2 Only those Contractors who appear on lists approved by District Tender Boards shall be eligible to Tender for Minor Works and Minor Maintenance and Repair Works Contracts for district road works.

### 3. TENDERING OF THE CONTRACT

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The second section of the Local Governments Tender Board Regulations, 1999, entitled **Tendering Rules and Procedures** details the requirements for the Tending of Contracts.

The more important rules and procedures that need to be taken into consideration follow -

- a) The Site Form shall constitute part of the tender<sup>1</sup>. This refers to the obligatory attendance by the tendering Contractors to the Pre-Tender Site Visit; refer the Contract Documentation, including the Pre-Tender Site Visit Form and check-list, provided in Volume 2, Manual A1.
- b) Local Government Tender Boards shall take the necessary measures to ensure the widest possible participation of applicants on equal terms in any invitation to tender<sup>3 (1)</sup>. This has particular relevance to providing opportunities for and making best use of those Contractors who have received training in labour-based and other appropriate methods of works implementation.
- c) For purposes of ensuring that tender documents are only requested by genuine Tenderers, the documents shall be obtained at a fee....<sup>6 (1)</sup>.
- d) The obligations to be met by Tenderers regarding the contents of the tender<sup>4</sup>, submission requirements<sup>7</sup>, withdrawal of tenders<sup>8</sup>, opening of tenders<sup>9</sup>, initial examination of tenders<sup>10</sup>, technical and financial evaluation of tenders<sup>11,12</sup>, etc., are all detailed in the relevant Clauses of the Local Governments Tender Board Regulations, 1999.
- e) In conformity with the Local Governments Tender Board Regulations, 1999, use has been made of simplified terminology and non-legal language to describe all these tendering procedures in two documents entitled **Conditions of Tender & Instructions to Tenderers** and **Conditions of Contract** both of which are included in Volume 2, Manual A1.

**With regard to a) above, the importance of the Site Form can not be too highly stressed.**

Completion of the Site Form is not simply a means of proving attendance by the tendering Contractors to the obligatory Pre-Tender Site Visit.

The Pre-Tender Site Visit provides the opportunity for all tendering Contractors to identify and develop an appreciation of the full scope of whole of the works, including the quality standards required as defined in the Technical Specifications for each of the work Items included in the Contract Bills of Quantity.

The Pre-Tender Site Visit enables tendering Contractors to gather all that information necessary in order to prepare a realistic bid or Tender for the whole of the works taking into account all those factors that influence costs, timing, community participation, and so on.

The Pre-Tender Site Visit enables the Contractors to do what the district local government's Works Department staff did when they undertook their Field Assessment and preparation of the Bills of Quantity, Engineer's Estimate and Programme; refer Section A2 above.

### 4. EVALUATION OF TENDERS

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Particular attention has been paid to the development of an appropriate tender evaluation procedure that is fair and transparent yet takes into account advances in expertise regarding the choice of technology or method(s) to be used for works implementation; including the use of labour-based and other innovative methods.

The tender evaluation procedure including a standard format and marking system is included in Volume 2, Manual A1.

**However, it is most important to note the following -**

The Local Government Tender Board regulations 1999, Clause 3 (5) (d) requires that .... 'a contract for supplies, services or works shall be made on the basis of the **best** and **cheapest** tenderer from assessment of tenders submitted by no less than three independent tenderers'.

Further, the Tendering Rules and Procedures for Local Governments Tender Boards go on to state in Clause 12 (1) that ..... 'Financial evaluation shall ensure that the tenderer's financial quotations are fully comparable in order to ascertain the **lowest bid**'.

And further to this, the Tendering Rules and Procedures for Local Governments Tender Boards go on to state in Clause 12 (3) that ..... 'Unless the tender document provides for a different system, tenders shall be ranked **in order of price** .....

**There is serious potential problem with the wording of these three Clauses.**

The potential problem is that the emphasis in the Regulations appears to be on the **price** of the tender rather than on the **quality** of the works included for implementation in the tender Bills of Quantity.

The first Clause mentioned above refers to '..... the **best** and **cheapest** tenderer .....

Where the emphasis appears to be on price, Tenderers are often tempted to tender unrealistically low bids in order to win the Contract. During subsequent implementation of the works, these unrealistically low prices do not allow the Contractor to perform the works in accordance with the Technical Specifications; the result being 'shoddy work'.

Often the word **best** is interpreted to mean the better performing Tenderers based on past experience.

It must be appreciated that the word **best** should be interpreted to mean **best** in terms of performance of the whole of the works in accordance with the Technical Specifications.

Therefore, the evaluation of tenders shall include, not only an evaluation of the Contract Price compared to the Engineers Estimate and the past experience and performance of the Tenderers, but an examination of the individual work Item Unit Rates also compared with those included in the Engineers Estimate.

This examination ensures that the Unit Rates quoted allow sufficient monies to enable the Contractor to perform the works in accordance with the Technical Specifications; refer Section A2, part 4.1 above.

The tender evaluation procedure included in Volume 2, Manual A1 provides for the full evaluation of individual Unit Rates to ensure the quality standards as defined in the Technical Specification can be met.

## 5. AWARD OF THE CONTRACT

The second section of the Local Governments Tender Board Regulations, 1999, entitled **Tendering Rules and Procedures** also details the requirements for the Award of Contracts.

The more important rules and procedures that need to be taken into consideration follow -

- a) It is the Local Government Tender Board who shall award all Contracts<sup>15</sup>.
- b) It is the Secretary of the Local Governments Tender Board who shall notify the successful Tenderer of acceptance of the tender<sup>16</sup>.

- c) Following the Award of Contract, contract documentation is completed; contents of the contract documentation are defined in the Tendering Rules and Procedures<sup>17, 18</sup> ; complete sets of standardised Contract Documentation including both legal and technical documents are provided in Volume 2 -
1. Manuals A1, A2 and A3 for Minor Works Contracts, and
  2. Manual B for Minor Maintenance and Repair Works Contracts.
- d) The Secretary of the Local Governments Tender Board shall ..... submit the Contract to the winning Tenderer who shall be required to sign it within thirty (30) days of receipt thereof<sup>20</sup>.





- Section A-1 : General Information
- Section A-2 : Field Assessment, Bills of Quantity, Engineer's Cost Estimate, Programme and Tender Documentation
- Section A-3 : Tendering, Evaluation of Tenders and Award of Contract

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## **Section A-4**

### **Contract Management and Administration**

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- Annex 1 : Minor Works Pre-qualification Documentation - Detail Analysis Form (DAF)
- Annex 2 : Minor (Routine) Maintenance Pre-qualification Documentation - Application for Pre-qualification Form (APF)
- Annex 3 : List of References

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## **Section A-4**

### **Contract Management and Administration**

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Contract Management and Administration .....	Page	4-1
Preamble .....	Page	4-1
Contract Documentation .....	Page	4-1
Contract Management and Administration .....	Page	4-2

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# Contract Management & Administration

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## 1. PREAMBLE

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The principle parties involved in any Minor Works and/or Minor Maintenance and Repair Works Contract managed and administered at district local government level include -

- the **Contractor** being the firm or individual awarded the Contract and responsible for performance of the whole of the Contracted works,
- the **District Local Government Tender Board** being the district authority responsible for the provision of procurement services to the District Local Government (DLG) including the Tendering and Award of Contracts,
- the **Employer** representing the responsible local authority which, in the case of district road works, would be the DLG who employs the Contractor to perform the works,
- the **Employer's Representative** or **Supervisor** (as defined in Clause 25 of the Local Governments Tender Board Regulations 1999) which, in the case of district road works, would be the head of the DLG Works Department; the District Local Government Engineer (DLGE),
- the **Engineer** a representative and appointee of the DLGE, who may be the DLGE him/herself, an individual employed on the staff of the DLGE or a local consulting firm, and named in the Contract as being responsible for; supervision of the Contractor and ensuring the works are executed in accordance with the provisions of the Contract including the Technical Specifications, administration of the Contract, certifying payments due to the Contractor, issuing and valuing variations to the Contract, awarding extensions of time, issuing Instructions, valuing any Compensation Events, and so on;
- the **Engineer's Representative** answerable to the Engineer and responsible for the day-to-day technical supervision of the Contract, and last but far from least,
- the **Local Communities** in which the Contracted works are to be performed.

In other words, once a Contract has been awarded, the responsibility for the day-to-day management and administration of that Contract rests with the DLGE through his/her representative, the Engineer.

The Engineer's ability to effectively communicate with all the above mentioned parties to the Contract will have a significant effect in the performance of the Contract; refer part 3.3.1 below.

**Please note** - In the following text of this Section of the Manual, reference is made to the Local Governments Tender Board Regulations 1999, and in particular to all those relevant Clauses in the **Tendering Rules and Procedures**, with such references highlighted in the form of bold Superscript numbering.

## 2. CONTRACT DOCUMENTATION

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Once the District Tender Board has awarded the Contract and prior to signing of the Contract by the Contractor and the Employer, final assembly of the contract documentation is completed, the contents of which are clearly defined<sup>17,18 (1) and (2)</sup>; refer Section A3, part 5 c) above.

As a supplement to and in further support of the Local Governments Tender Board's Tendering Rules and Procedures, complete sets of standardised Contract Documentation, including both legal and technical documents appropriate for district road works, are available for immediate use.

This documentation is provided in Volume 2 -

1. Manuals A1, A2 and A3 for Minor Works Contracts, and
2. Manual B for Minor Maintenance and Repair Works Contracts.

### **3. CONTRACT MANAGEMENT AND ADMINISTRATION**

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#### **3.1 THE PROGRAMME AND SIGNING OF THE CONTRACT**

As mentioned above in Section A2, part 5, provision by the Contractor to the Employer of a Programme detailing the planned performance of the whole of the works is a mandatory component of the contract documentation<sup>18 (27)</sup>.

Further to this, the Programme must be examined and approved by the Employer (or his representative) prior to the commencement of the works; a period of twenty one (21) days following the signing of the Contract is provided for this activity in the Regulations<sup>9 (1) and (2)</sup>.

The provisions regarding the signing of a Contract are also fully detailed in the Regulations<sup>20</sup>.

All Contracts, once signed, shall be recorded in a Contracts Register maintained and regularly updated by the responsible Department Head; for district road works undertaken by Contract, this will be the DLGE.

A typical example of a Contracts Register is included in the contract documentation, Volume 2, Manual A1.

#### **3.2 PAYMENTS FOR WORKS PERFORMED**

As all Minor Works and Minor Maintenance and Repair Works Contracts are based on Unit Rates, Payments for such works shall be made on the basis of measured quantities<sup>26 (4)</sup> for all those works satisfactorily performed in accordance with the Technical Specifications.

The Regulations clearly define those Payments due to the Contractor for works performed at various times during the performance of the Contract<sup>18 (10)</sup>. These Payments include -

- a) **Advance Payments** - made in accordance with the Regulations<sup>18 (14 and 15)</sup> and only after the Contractor has provided the Employer with an acceptable form of Advance Payment Security (or Bond). The Advance Payment will be recovered from Interim Payments in agreed instalments as stated in Clause 29 of the Contract Data.
- b) **Interim Payments** - paid to the Contractor for works satisfactorily performed, in accordance with the Technical Specifications, within set periods as stipulated in the Contract with such payments effected within thirty (30) days of receipt by the Employer (through his/her representative) of the Contractor's approved claim<sup>18 (16)</sup>.
- c) **Retention moneys** - deducted from all Interim Payments<sup>18 (17)</sup> in accordance with the Conditions of Contract and as stipulated in the Contract Data.
- d) **Final Payments** - including repayment of Retention moneys made in accordance with the relevant sections of the Regulations<sup>18 (18 to 26)</sup>.

All Payments shall be recorded in the Contracts Register maintained and regularly updated by the responsible Department Head; for district road works undertaken by Contract, this will be the DLGE.

### **3.3 CONTROL OF PERFORMANCE OF THE CONTRACT & ACCEPTANCE OF THE CONTRACTED WORKS**

Performance control of the Contractor(s)<sup>24</sup> and the role of the Supervisor<sup>25</sup> are all clearly defined in the Regulations.

The **Engineer**, as mentioned in part 1 above, is responsible for the overall management and administration of the Contract and may be an employee of the DLG Works Department or a local consulting firm hired by the Employer through the Employer's Representative / Supervisor.

The **Engineer's Representative** is responsible to the Engineer for the day-to-day technical supervision of the Contracted works. The Engineer's Representative may also be an employee of the DLG Works Department or a member of the staff of a local consulting firm hired by the Employer through the Employer's Representative / Supervisor.

The roles and responsibilities of these two individuals follows.

**3.3.1** The **Engineer** - as the agent for the Employer through the Employer's Representative, is responsible for the following activities -

- a) assisting the Contractor in planning and programming the works,
- b) inspecting and approving the setting out of works,
- c) tracking the progress of works performed and accommodating changes in the Programme,
- d) making timely, decisive, transparent and fair decisions where such changes are required,
- e) effective communication with all parties concerned with implementation of the Contract,
- f) negotiations with and assistance to the Contractor to ensure timeliness and quality of performance, and maintenance of reasonable levels of profitability,
- g) communications with and assistance to local communities involved in the area of the Contracted works together with maintaining good relations between these communities, the Employer and the Contractor,
- h) quality control of the whole of the works including material testing where required,
- i) ensuring regular review and timely certification/approval of all payments to the Contractor for works satisfactorily performed,
- j) undertaking effective administration of the Contract,
- k) regular and timely reporting regarding physical and financial performance of the Contract,
- l) tracking compliance with gender, environmental, and work place health and safety issues,
- m) other activities as appropriate to the nature and scope of the Contract,
- n) checking the qualifications of the Contractor's senior site management staff and dismissing from site those deemed unfit, and
- o) seeking Tender Board approval before issuing any variation order where the financial implication exceeds the limit permitted in the Contract Price as stated in Clause 38 of the Conditions of Contract.

**3.3.2** The Engineer's Representative - answerable to the Engineer and responsible for the following activities -

- a) undertaking frequent site inspections,
- b) quality control of the whole of the works including site sampling and testing of materials and prompt reporting of any defects,

- c) maintaining site records including daily progress regarding; works implemented, employment of labour including women, material and equipment usage, etc..,
- d) ensuring good working relations with the Contractor,
- e) regular reporting on physical progress and time control, and reporting reasons for delays,
- f) tracking variations/changes,
- g) measurement of completed works and preparation of payment certification,
- h) provision of general technical information/advice to the Contractor regarding implementation of the works, the most appropriate working methods, use of suitable/appropriate hand tools, etc..
- i) maintaining good community relations between the Contractor's staff and the local communities,
- j) maintaining records of Minutes of Meetings,
- k) ensuring all conditions of employment of local labour as defined in the Conditions of Contract are applied, and
- l) other activities as appropriate to the nature and scope of the Contract.

It must be noted that the Engineer's Representative is not responsible for the following activities -

- taking decisions which are normally those of the Engineer or the Employer,
- allow changes in plans or technical specifications without approval of the Engineer,
- authorise variations to the Bills of Quantity or other parts of the Contract,
- stop the work or in any way approve changes to the Programme without approval of the Engineer, and
- give instructions or orders to the Contractors staff; in other words, he must deal exclusively with the Contractor or his authorised Agent.

A further and important activity that the Engineer's Representative should actively involve him/herself is the recruitment by the Contractor of local labour.

Such involvement will ensure that the Contractor complies with the Conditions of Contract and Contract Data regarding minimum wage requirements and other conditions of employment. It will also ensure that the local community is fairly treated and its members, both male and female, have equal opportunity for employment through the use of a transparent recruitment process.

The most tried and proven method for the recruitment of local labour includes -

- an explanation of the employment conditions included in the Contract documents,
- description of those eligible for employment including minimum and maximum ages, able bodied, equal opportunity for both men and women, with consideration given to special purpose groups including school leavers, widows, ex-combatants, members of disadvantaged households, etc., and
- the use of a ballot or 'lottery' system whereby each person applying for work is given a number using a duplicate numbering book.

Once all persons applying have been issued a number and their duplicate numbers placed in a box or other form of container, a member of the local community is selected to draw numbers from the container until the required number of workers is achieved.

This system is based purely on luck and avoids any possibility or suggestions of 'influence' or favouritism by either the Contractor or local community officials.

### **3.4 MEETINGS**

Maintaining regular and reliable communications between all parties involved in the performance of the Contract is crucial for success.

There are a number of Meetings that are undertaken during the performance of a Contract. These Meetings are obligatory and include -

- a) **Mobilisation Meeting** - undertaken prior to the commencement of works and an opportunity for those local communities involved to be formally introduced to the successful Tenderer (Contractor). This Meeting allows an opportunity for the Contractor to make acceptable arrangements with the local communities regarding location of camp sites, access to water, materials, etc., recruitment of local labour, and so on.
- b) **Site Meetings** - undertaken at regular intervals and/or on occasions where disputes arise, in order to inform all parties concerned of progress, problems, etc., and to undertake problem/conflict resolution.
- c) **Maintenance Meeting** - undertaken at the time of Substantial Completion (or Provisional Acceptance) of the works to determine what measures are to be taken regarding the future maintenance of the works.

In all cases where Meetings are convened, Minutes of Meetings shall be maintained with copies provided to all concerned parties in the Contract including representatives of the local communities.

Volume 2, Manual A1 provides detailed check-lists and proposed Agenda for all these Meetings.

### **3.5 QUALITY CONTROL**

With regard to Quality Control, Volume 2, Manual A2 and Volume 4, Manuals A and B provides detailed Technical Specifications, Standard Designs and working methods which describe, for each and every work Item in the Bills of Quantity, the quality control measures that shall to be taken to ensure full compliance by the Contractor with the Technical Specifications.

### **3.6 INSTRUCTIONS**

All Instructions between the Engineer and the Contractor shall be in writing and signed by the Engineer, with copies provided to **all** parties involved with the Contract; including the responsible site Supervisor and all representatives of the local communities.

Instructions shall be written when the following events occur -

- a) need for clarification in interpretation of any part of the Contract documentation,
- b) where any additional quantities of works are required,
- c) where any reductions in the quantities of works are required,
- d) where any changes in the Technical Specifications are required,
- e) where any changes in the Drawings are required,
- f) where any changes in the Programme occur, and
- g) in any and all cases where there is a Variation in the Contract; refer part 3.7 below.



### 3.7 **VARIATION ORDERS**

Variations in the Contract should be avoided where ever possible; refer Section A2, part 2 above.

Where variations are required to a Contract, they shall take the form of Variation Orders, which are Instructions from, and signed by, the Engineer to the Contractor defining in detail -

- a) any changes in quantity in an Item in the Bills of Quantity of the Contract,
- b) changes in the Programme resulting from adverse weather conditions (heavy rain, flooding, etc..),
- c) changes in the Programme, quantities or Technical Specifications resulting from adverse ground conditions, and
- d) any changes for whatever reason(s) in the Technical Specifications or quality of the works.

The three most common types of Variation Order include -

- a) those for changes in Items **included** in the Contract Bills of Quantity,
- b) those for changes in Items **not included** in the Contract Bills of Quantity, and
- c) those for changes in time or Programme.

Clauses 38 and 39 of The Conditions of Contract, provided in Volume 2 Manual A1 detail the requirements and financial limitations for the issuance of Variation Orders by the Engineer to the Contractor.

### 3.8 **MEASUREMENTS AND CERTIFICATES**

As mentioned in part 3.2 above, all payments for works, satisfactorily performed in accordance with the Technical Specifications, shall be made on the basis of measured quantities.

The frequency with which Measurements of quantities and the corresponding Certificates for payment are made is defined in Clauses 42 and 43 of the Conditions of Contract; refer Volume 2, Manual A1.

### 3.9 **PROVISIONAL ITEMS IN THE CONTRACT**

Bill number 6 of the Bills of Quantity of the Contract provide for the costs of Provisional Items undertaken during the performance of the Contract.

The most common Provisional Items include costs associated with the following activities -

- a) Mobilisation and De-mobilisation by the Contractor to/from the working site(s),
- b) Insurance's and Bonds,
- c) Traffic accommodation,
- d) Bill boards,
- e) Maintenance of the whole of the works during the Contract including the Defects Liability Period,
- f) Supervision of the whole of the works by the Employer
- g) Mobilisation, Site, Maintenance and other Meetings including any costs associated with community mobilisation,
- h) Provision for costs associated with pre-tender and subsequent site visits by district officials including Community Development, Gender, Environment and Labour Officers,

- i) Occupational Health and Safety; including provision of clean water, rations and protective clothing to workers, and first aid facilities, and
- j) Other as appropriate to the nature and scope of the Contract.

Payments for Provisional Items shall be included in the Contractor's monthly Interim and Final Payment Certificates following certification/approval for such payments by the Engineer.

### **3.10 SUBSTANTIAL (PROVISIONAL) ACCEPTANCE & TAKING OVER (FINAL ACCEPTANCE) OF THE WORKS**

Substantial (Provisional) Acceptance of the works as described in the Regulations shall be initiated by the Contractor<sup>31 (1)</sup>.

In the case of district road works, upon substantial completion and acceptance of the works, the Engineer shall issue a **Certificate of Completion**, which shall constitute Substantial (Provisional) Acceptance as described in the Regulations. In all cases where such a Certificate of Completion is issued, it shall be copied to the Local Government Tender Board.

Two situations regarding Final Acceptance or Taking Over the Site(s) following substantial completion apply -

**3.10.1** In the case where there is **no** Defects Liability Period included in the Contract, the Contractor is obligated to leave the Site(s) in proper condition; refer the Regulations<sup>31 (4)</sup>.

A **Certificate of Environmental Restoration** shall only be issued when the Contractor has performed all the works necessary to restore work sites, camp sites and borrow pits to a condition acceptable by the local communities, the Engineer, and following inspections undertaken by the district environmental official duly authorised to inspect and sign such certification; refer Clause 64 of the Conditions of Contract.

**3.10.2** Where a Defects Liability Period is included in the Contract, the Contractor is obligated to rectify all defects and leave the Site(s) in proper condition; again refer the Regulations<sup>31 (4)</sup>.

Final Acceptance or Taking Over of the site by the Employer shall be undertaken within thirty (30) days after the expiration of the latest Maintenance (Defects Liability) Period or as soon as the works have been completed and defects or damages have been rectified to the full satisfaction of the Engineer ...<sup>32</sup>.

Again, a **Certificate of Environmental Restoration** shall only be issued when the Contractor has performed all the works necessary to restore work sites, camp sites and borrow pits to a condition acceptable by the local communities, and the Engineer, and following inspections undertaken by the district environmental official duly authorised to inspect and sign such certification; refer Clause 64 of the Conditions of Contract.

Only after Final Acceptance shall a **Defects Liability Certificate** be issued and any balance of retention moneys paid<sup>32 (4)</sup>.



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# **Annex 1**

## **Minor Works Pre-qualification Documentation Detailed Analysis Form (DAF)**

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**DETAILED ANALYSIS FORM (DAF)**

- 1. Company/Individual Name: .....
- 2. Company/Individual Address: .....
- 3. Telephone/fax: .....
- 4. Company Registration Details: .....  
(if any, to be attached) .....
- 5. Other registrations/Licences: .....  
(to be attached) .....

- 6. Company/Individual Set-up:
- 6.1 Company Shareholders/Individuals Organisation:

Name/Sex	Qualifications	Share (%)
a) .....	.....	.....
b) .....	.....	.....
c) .....	.....	.....
d) .....	.....	.....
e) .....	.....	.....

- 6.2 Year Company Established: ..... Number of Years Operational: .....

- 6.3 List of All Company/Individual Business Interests:

- a) Trading; years operating ..... and % total Company turnover ..... %
- b) Building works; years operating ..... and % total Company turnover ..... %
- c) Road works; years operating ..... and % total Company turnover ..... %
- d) Other Activities; .....

- 6.4 Banking Details – list all Banks with whom the Company/Individual holds current operating Accounts:

- a) Company Account(s): .....
- b) Individual Accounts(s): .....



6.8 Particulars of Company/Individuals Staff nominated (including their sex) to attend Labour-based Contractor Training. A minimum of four (4) individuals are to be nominated with brief records of employment for each of the Nominees separately attached hereto. Selection will be undertaken during Nominee Interviews to be conducted by MoWHC Contractor Training Staff at a location to be agreed.

Name, Age & Sex	Employment History (attach records of employment)	Technical & Other Qualifications (attach copies)	Company Position & Years Employed	Nominated Position
				Managing Dir
				Foreperson
				Foreperson
				Foreperson
				Asst. Foreperson
				Asst. Foreperson
				Asst. Foreperson
				Asst. Foreperson

**Note:** When nominating your staff for training as a contractor for labour-based road works, your attention is drawn to the following -

- a) Three levels of technical skills training will be provided for a minimum of -
  - (i) the Managing Director of company in contract and finance management,
  - (ii) one of your staff as a Foreperson in-charge of site works, and
  - (iii) two of your staff as Assistant Forepersons in charge of day-to-day site operations.
- b) You are free to nominate additional staff members for the above training.
- c) Bonus points will be scored for nominating female candidates for training.

**Scored ..... points**

<b>To be Completed by Evaluation Committee</b>	
<p style="text-align: center;"><b>Initial Assessment -</b></p> <p>Signed by ..... (Examiner)</p> <p>Dated ....., 200 .....</p>	<p style="text-align: center;"><b>Analysis Should / Should Not Continue</b></p> <p>Approved ..... (DLG)</p> <p>Dated ....., 200 .....</p>



## 7. Details of Company/Individual Past Contracting Experience:

7.1 Details of All Contracted Works Undertaken during the Past Three Years starting with the Most Recent Contract Completed or Ongoing - use additional pages where necessary.

## 7.1.1 Most Recent/Ongoing Contract:

<b>Data Item</b>	<b>Details</b>		<b>To be Completed by Evaluation Committee</b>
Contract Name and Number			
Client			
Contract Value			
Contract Period (from/to)			
Type of Works Performed			
Number of Workers Employed – <ul style="list-style-type: none"> <li>• Supervision</li> <li>• Skilled</li> <li>• Unskilled</li> </ul>	<u>Male</u>	<u>Female</u>	
Types of Equipment Used – <ul style="list-style-type: none"> <li>• Owned</li> <li>• Rented</li> <li>• Other</li> </ul>			
Other Relevant Details - particularly regarding Performance and Completion			

## 7.1.2 Contract Details, continued:

<b>Data Item</b>	<b>Details</b>		<b>To be Completed by Evaluation Committee</b>
Contract Name and Number			
Client			
Contract Value			
Contract Period (from/to)			
Type of Works Performed			
Number of Workers Employed – <ul style="list-style-type: none"> <li>• Supervision</li> <li>• Skilled</li> <li>• Unskilled</li> </ul>	<u>Male</u>	<u>Female</u>	
Types of Equipment Used – <ul style="list-style-type: none"> <li>• Owned</li> <li>• Rented</li> <li>• Other</li> </ul>			
Other Relevant Details - particularly regarding Performance and Completion			

## 7.1.3 Contract Details:

<b>Data Item</b>	<b>Details</b>		<b>To be Completed by Evaluation Committee</b>
Contract Name and Number			
Client			
Contract Value			
Contract Period (from/to)			
Type of Works Performed			
Number of Workers Employed – <ul style="list-style-type: none"> <li>• Supervision</li> <li>• Skilled</li> <li>• Unskilled</li> </ul>	<u>Male</u>	<u>Female</u>	
Types of Equipment Used – <ul style="list-style-type: none"> <li>• Owned</li> <li>• Rented</li> <li>• Other</li> </ul>			
Other Relevant Details - particularly regarding Performance and Completion			

## 7.1.4 Contract Details:

<b>Data Item</b>	<b>Details</b>		<b>To be Completed by Evaluation Committee</b>
Contract Name and Number			
Client			
Contract Value			
Contract Period (from/to)			
Type of Works Performed			
Number of Workers Employed – <ul style="list-style-type: none"> <li>• Supervision</li> <li>• Skilled</li> <li>• Unskilled</li> </ul>	<u>Male</u>	<u>Female</u>	
Types of Equipment Used – <ul style="list-style-type: none"> <li>• Owned</li> <li>• Rented</li> <li>• Other</li> </ul>			
Other Relevant Details - particularly regarding Performance and Completion			

- Notes:**
1. If additional pages are required to report on contracted works, then photocopy this page only and continue your report.
  2. Documentary evidence of Contracts may be required.

7.2 Have you or any of your staff (including those you propose to Nominate for training in paragraph 6.8 above) attended any training in **Labour-Based Methods** in the past?

Name, Age & Sex of Trained Staff Members	Date and Duration of Training	Training Programme Name and Location	Training Curriculum Details

7.3 Details of any Works undertaken using **Labour-Based Methods**, (indicate the number and sex of casual unskilled workers employed at any one time and the number of Supervision staff and their sex required to manage the workers):

.....

.....

.....

.....

.....

.....

8. Details of All Vehicles and Equipment Owned by the Company/Individual:

Type of Vehicle/ Equipment Item	Year of Manufacture	Present Condition	Number of Each Item Owned

9. How do you describe the current financial status of the Company (debit/credit)?

.....

.....

.....

.....

.....

.....

Attach the latest Audited Account of the Company, or where this does not exist, attach a copy of a Bank Statement recording all transactions for a minimum of the past twelve months.

10. What **Working Capital** will the Company/Individual Mobilise in the event it/he/she is Awarded a Labour-Based Road Works Contract?

- a) Cash in Bank (supported by Bank Statement) UGX .....
- b) Other Cash/Assets (property, etc.) UGX .....
- c) Pre-financing Capacity UGX .....

For b) and c), provide details .....

.....

.....

.....

.....

11. **Declaration:**

On behalf of the above detailed Company/Individual, I declare all the information contained herein to be true. If the above detailed Company/Individual is Selected, I hereby declare that;

- a) the Company/Individual shall provide the financial resources necessary to employ a minimum of three full-time supervisors (one Foreperson and two Assistant Forepersons), all of whom shall represent the Company/Individual for the entire duration of the Contractor Training Programme at the MoWHC's Labour-based Contractor Training Centre (MELTC) in Mbale,
- b) the Company/Individual shall sustain fully all personal costs for the full-time supervisors included in the Contractor Training Programme,
- c) the Company/Individual shall , where required, pay all specified Tuition Fees in full and prior to commencement of the Contractor Training Programme,
- d) the Company/Individual shall nominate a suitable and permanent member of its senior staff, preferably the Managing Director, to attend selected periods of Management & Technical Training during the Contractor Training Programme,
- e) the Company/Individual shall ensure its Registration as a Civil Engineering Contractor with the Registrar of Companies under the Ministry of Justice is current; a pre-condition for acceptance of the three full-time supervisors in the Contractor Training Programme, and
- f) the Company/Individual, represented by its/his/her full-time supervisors, must fully complete the Contractor Training Programme at MELTC and satisfactorily complete all examinations including acceptable performance of a Trial Contract in order for the Company/Individual to qualify as a Pre-qualified and Registered Labour-Based District Road Works Contractor.

NAME: .....

SIGNATURE: .....

POSITION: .....

DATE & COMPANY SEAL ..... / ..... / 200 ....

**Name & Registered Address of Company / Individual -**

.....  
.....  
.....  
.....

**Sub-total Scored points - pages 1 to 3 .....**

**Sub-total Scored points - pages 4 to 7 .....**

**Total Scored ..... points**

**To be Completed by the Evaluation Committee**

Detailed Analysis Result –

**Recommended / Not Recommended for Pre-qualification  
as Labour-based District Road Works Contractor**

Signed by .....  
(Examiner)

Approved .....  
(DLG)

Signed by .....  
(Witness)

Signed by .....  
(Witness)

**CONFIDENTIAL****DAF Marking System**

<b>Qs. 1 to 5</b>	<b>General Information</b>	<b><u>Maximum 10 Points</u></b>
<b>Q. 2</b>	<b>Location of Contracting Company (6 Points)</b>	
	Within the District	6
	Within the Region	5
	Within Other Regions	3
	Kampala	1
<b>Q. 3</b>	<b>Communications (2 Points)</b>	
	Telephone (working	1
	Fax / e-mail / other (working	1
<b>Q. 4</b>	<b>Registration (2 Points)</b>	
	No Registration -	0
	Company Registration -	1
	Registered as CE Contractor-	2
<b>Q. 6</b>	<b>Personnel Capacity</b>	<b><u>Maximum 30 Points</u></b>
<b>Q. 6.2</b>	<b>Number of Years Operational (5 Points)</b>	
	Five Years or more	5
	Four Years	4
	Three Years	3
	Two Years	2
	One Year (or less)	1
<b>Q. 6.4</b>	<b>Banking Details (5 Points)</b>	
	No Operating Account	0
	One or more Individual Operating Accounts	3
	One or more Company Operating Accounts	5
<b>Q. 6.5</b>	<b>Principal Management Staff (4 Points)</b>	
	Degree	4
	Diploma	3
	Technical only	2
<b>Q. 6.6</b>	<b>Permanent Employed Technical, Financial Staff (3 Points)</b>	
	Degree	3
	Diploma	2
	Technical - other	1
<b>Q. 6.7</b>	<b>Other Technical Staff (3Points)</b>	
	Degree	3 – max one person
	Diploma	2 – max two people
	Technical - other	1 – max two people



<b>Q. 9</b>	<b>Financial Status</b>	<b><u>Maximum 15 Points</u></b>
	Quarterly average for past twelve months -	
	Greater than UGX50,000,000	1 points per quarter
	UGX 20,000,000 to 50,000,000	3 points per quarter
	UGX 10,000,000 to 20,000,000	5 points per quarter
	UGX 5,000,000 to 10,000,000	4 points per quarter
	Less than UGX 5,000,000	1 points per quarter
<b>Q. 10</b>	<b>Working Capital</b>	<b><u>Maximum 15 Points</u></b>
	Up to UGX 5,000,000	4
	UGX 5,000,000 to 10,000,000	7
	UGX 10,000,000 to 20,000,000	10
	UGX 20,000,000 to 50,000,000	15
	Over UGX 50,000,000	5

**Maximum Score Possible = 100 points**



**Draft Advertisement**

**(GoU Logo)**

..... **DISTRICT LOCAL GOVERNMENT**

**EXPRESSIONS OF INTEREST FOR PRE-QUALIFICATION OF DOMESTIC CONTRACTORS FOR UNDERTAKING WORKS FOR DISTRICT ROAD REHABILITATION, SPOT REPAIRS & MAINTENANCE**

The Local Government Tender Board Regulations, 1999, Part IV, Clauses 20 and 25, require the Local Government Tender Board (LGTB) to annually update its lists of approved major works, minor works and minor maintenance works contractors.

The ..... LGTB now invites Expression of Interest from registered contracting firms wishing to be pre-qualified for undertaking works for district road rehabilitation, spot repairs and maintenance funded from various sources including PAF I, II and III Grants.

Each firm interested in becoming pre-qualified shall purchase the pre-qualification documentation, including a Detailed Analysis Form (DAF), from the Chief Administrative Officer (CAO) in each district at a non-refundable cost of US\$ .....

The Detailed Analysis Form, duly completed, shall to returned to the CAO by no later than ..... Returns received after this date shall not be considered.

Within two weeks of receiving the DAFs, the LGTB shall review and update its list of approved contractors and publish and display the approved lists in approved locations and in accordance with the Local Government Tender Board Regulations, 1999.

Neither the Government nor any individual LGTB is bound to pre-qualify firms but they will exercise transparency and fairness in the process.

**Secretary, ..... Local Government Tender Board**

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**Annex 2**  
**Minor (Routine) Maintenance Pre-qualification Documentation**  
**Application for Pre-qualification Form (APF)**

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..... District Local Government

**Application for Pre-qualification Form for Undertaking Labour-Based Routine Maintenance Operations on District Road Links (APF)**

**A Application Particulars:**

**A1 Name of Applicant/Company** .....

**A2 Home Address of Applicant/Company** .....

.....

**A3 Parish(s)** ..... **Sub-County** .....

**A4 Age** ..... years **Sex** .....

**A5 Education background** .....

.....

**B District Road Link Applied for:**

**B1 Road Link Number** .....

**B2 Road Link Name** .....

**B3 Road Link Section** From ..... To .....

**B4 Total Length of Section** ..... kilometres

**B5 Distance of Home Address from Section** ..... kilometres

**C Local Councils Confirmation:**

**C1 Chairperson, Parish Development Committee(s) - Recommendation**

.....  
.....

**C2 Sub-County Chief - Recommendation**

.....  
.....

**D Details of Previous Relevant Experience:**

.....

.....

.....

.....

.....

.....

**E Details of any Relevant Training; attach copies of Certificates:**

.....

.....

.....

**F Details of the Workforce:**

Name of Worker	Sex of Worker	Experience
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

**G Details of Hand-tools Available:**

Hand-tool Type	Number	Condition
1		
2		
3		
4		
5		
6		
7		

**H Financial Capacity; attach original Bank Statements for the past three months:**

Demonstrate the financial capacity of the Company/Individual by attaching to this Application, original bank statements of the Company/Individual for the past three months.

**I Declaration:**

On behalf of the above detailed Company/Individual, I declare all information contained herein to be true.

If the above detailed Company/Individual is selected for pre-qualification, I declare that;

- the Company/Individual shall provide the financial resources necessary to employ a minimum of one full-time supervisor (Gangleader), who shall represent the Company/Individual for the entire duration of any Contract awarded to this Company/Individual,
- the name of the full-time and responsible Gangleader is .....
- the Company/Individual shall provide the financial resources necessary to employ a minimum number of ..... full-time workers for undertaking the road maintenance works included in the Contract,
- the Company/Individual shall, where ever possible, give preference to the employment of women for undertaking the works included in the Contract,
- the Company/Individual shall, at their own cost, participate in any and all relevant training programmes provided by the Council to enhance the performance of the works included in the Contract,
- The Bank Account details for payment of Certificates follows

Bank ....., Branch ....., Account No .....

**NAME:** .....

**SIGNATURE:** .....

**DATE :** ..... / ..... / 200 .....

**Total Scored Points ..... of 60 Points**

**To be Completed by the Evaluation Committee**

Detailed Analysis Result –

Recommended for / Not Recommended for Pre-qualification

Signed by .....

Signed by .....

(DLGEngineer)

(Chairperson DLG Evaluation Committee)

Approved by .....

(Secretary, DLGTB)

## **Suggested Scoring System - Maximum Score 60 Points**

### **Part A - Maximum Score 15 Points**

- A3** If Applicant lives in the Parish/Sub-county through which the Road Section applied for passes, the Score is five (5) points; if not, the Score should be zero (0) points.
- A4** If the Applicant is female, Score is five (5) points; if male then two (2) points only.
- A5** If the Applicant has a technical education including A Level or better, the Score is five (5) points. If 'O' Level, the Score is three (4) points, if only P7 level or below then the Score is two (2) points only.

### **Part B - Maximum Score 5 Points**

- B5** If the Applicant lives within five (5) kilometres of the Road Section applied for the Score is five (5) points. If greater than five (5) but less than ten (10) kilometres the Score is three (3) points. If greater than ten (10) kilometres the Score is zero (0) points.

### **Part C - Maximum Score 5 Points**

- C1 & C2** Where the Applicant is confirmed/recommended by both the LC1 and LC3 Councils, the Application should continue to be Scored.

Where no confirmation is received by either or both local councils, the Application should be ignored and the Applicant NOT pre-qualified.

### **Part D - Maximum Score 5 Points**

Where Applicant has relevant and recent experience undertaking road maintenance works Score five (5) points.

Where Applicant has some experience only but includes road maintenance works Score three (3) points.

Where Applicant has little or no experience Score one (1) point only.

### **Part E - Maximum Score 5 Points**

Where Applicant has attended relevant and recent training for undertaking road maintenance works Score five (5) points.

Where Applicant has received some training related to road maintenance works Score three (3) points.

Where Applicant has had little or no training Score one (1) point only.

### **Part F - Maximum Score 10 Points**

Where Applicant has a total work force greater than 50% female Score ten (10) points.

Where Applicant has between 15% and 50% female workers Score is seven (7) points.

Where Applicant has up to 15% female workers Score is three (3) points.

Where Applicant has no female workers Score should be zero (0) points.

### **Part G - Maximum Score 5 Points**

Where Applicant has sufficient range and number of hand tools in good condition Score is five (5) points.

Where Applicant has inadequate range and number of hand tools in any condition Score is zero (0) points.

### **Part H - Maximum Score 10 Points**

Where the average of the three monthly Bank Statements is; greater than UGX 3.0 million, Score is ten (10) points, greater than UGX 2.0 million, Score is six (6) points, and greater than UGX 1.0 million, Score is three (3) points.

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# Annex 3

## List of References

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**ANNEX 3**





## List of References

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1. The Local Governments Act, 1997
2. The Local Governments Financial and Accounting Regulations, 1988
3. The Local Governments Tender Board Regulations, 1999
4. District Road Manual Volume 1, Manuals A, B, C and D
5. District Road Manual Volume 2, Manuals A and B
6. District Road Manual Volume 3, Manual B





