

**Proposed Construction of Two (2) Ranger Post  
'Kaekem and Karua' in Kidepo Valley National Park**

**BIDDING DOCUMENTS VOLUME 2 OF 6**

**February 2023**

## **1.0 GENERAL MATTERS**

### **1.1 General Conditions of Contract**

All clauses, definitions and procedures described in the General Conditions of Contract for the Procurement of Works, issued by the Public Procurement and Disposal of Public Assets Authority (PPDA) in June 2003 will apply to these specifications unless specifically ruled otherwise in Special Conditions of Contract.

### **1.2 Instructions to Bidders**

All clauses, definitions and instructions issued in the Invitation to Bid and Instructions to Bidders will apply to these specifications unless otherwise ruled in the Bid Data Sheet/Bidding Data of the Bidding Documents

### **1.3 Scope of Contractor's Obligations**

The Contractor shall provide everything necessary for the proper execution and completion of the works, according to these specifications, the particular specification and/or the bills of quantities whether the same is particularly described or not.

The Contractor shall provide all labour, carriage, freightage, building materials, implements, tools, tackle and plant and whatever else may be required for the proper and efficient execution and completion of the works.

The Contractor shall obtain necessary consents, pay any charges for, provide, erect, maintain and remove all necessary self supporting and other scaffolding, staging, gangways etc together with the necessary planks, ladders, trestles, etc. for the use of all trades engaged upon the buildings.

The Contractor shall provide, erect, maintain and alter as necessary and remove on completion all internal scaffolding, planks, trestles, ladders etc to all floors for the use of all trades engaged upon the building.

The Contractor shall include in his rates, unit prices or tender for all charges for waste, establishment and overhead charges and profit.

### **1.4 Interpretation of Terms**

Wherever the words – 'selected' as 'directed' 'as required', or words of similar meaning are used in these documents, it is to be understood that the selection, direction or requirements of the Project Manager are intended. Similarly the words 'approved', 'satisfactory' or other synonyms shall mean 'approved by' or 'satisfactory to' the Project Manager and the Project Manager's approval must first be obtained before the materials are ordered or the works to which the words refer are put in hand.

Where the words ‘necessary’, ‘proper’ or words of similar meaning are used in these documents with respect to the extent, conduct or character of work described, it is to be understood that they shall mean that the said work shall be executed to the extent, must be conducted in a manner or be of a character which is ‘necessary’ or ‘proper’ in the opinion of the Project Manager.

### **1.5 Workmanship**

All workmanship shall be carried out by skilled operatives well versed in their respective trades.

All persons carrying out Plumbing and Drainage works shall hold licenses for carrying out such work in accordance with Section 1.2.4 of the Uganda Code for Sanitary Installations in Buildings.

### **1.6 Codes of Practices**

Where certain classes of work are described as in accordance with a Code of Practice or Standard, this shall be understood to mean the most recent and up to date editions of the Codes of Practices or Standards referred to. Where a Uganda Standard is not in existence, the most recent version of the British Standard as published by the Council for Codes of Practice, British Standards Institutions or such other Code of Practice as shall be expressly stated herein by the Project Manager may be applied.

### **1.7 Materials**

All materials shall be new unless otherwise directed or permitted by the Project Manager and in all cases where the quality of goods or materials is not described or otherwise specified is to be the best quality obtainable in the ordinary meaning of the word ‘best’ and not merely a trade signification of that word.

A reference to Standard Specification shall be understood to mean the most recent and up to date edition of that specification as published by the Ministry responsible for Works

In absence of a specification of intended material does not exist in that Standard Specification, reference to a British Standard Specification may be used and shall be understood to mean the most recent and up to date edition of that specification as published by the British Standard Institution. The initials ‘B.S.’ used in this document are the abbreviated form of British Standard Specification.

The Project Manager reserves the right to substitute, amend, alter, enlarge upon, correct or revise any of the foregoing and where this is intended it will be expressly stated herein.

### **1.8 Ordering of Materials**

The Contractor shall be solely responsible for ordering all materials required for use on the works.

The Contractor shall order all material, other than those covered by Prime Cost or Provisional Sums, as early as necessary after the Contract is signed to ensure that such material will be on site when required for incorporation in the works.

Materials which are the subject of Prime Cost or Provisional sums in these documents shall be ordered immediately after written instructions are received to do so from the Project Manager.

The Contractor is to take his own measurements for the ordering of materials. No responsibility will be accepted by Government for surplus, shortage, loss or expense if the goods are wrongly ordered.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged, no matter how arising.

### **1.9 Proprietary of Materials**

All proprietary materials and goods, i.e. those specified to be obtained from a particular manufacturer shall be used and fixed strictly in accordance with their instructions.

Where proprietary materials are specified hereafter the Contractor may propose the use of materials of other manufacture and equal quality for approval by the Project Manager. If such approval is given, in writing, then these alternative materials may be incorporated in the works at no extra cost to the Government.

### **1.10 Samples**

The Contractor shall furnish at the earliest possible opportunity before work commences and at this own cost, any samples of materials or workmanship that may be called for by the Project Manager for his approval or rejection and any further samples in the case of rejection until such samples are approved. Such samples when approved shall be of not less than the minimum standard for the work to which they apply.

Samples shall be as representative as possible and no attempt shall be made to be unduly selective, samples shall be taken separately from a number of places in a particular load, heap, stock pile, batch deposit pit or suppliers store as the case may be, as directed by the Project Manager.

### **1.11 Prove Vouchers**

The contractor shall upon, request by the Project Manager, furnish vouchers to prove that materials are being supplied in accordance with the specifications.

### **1.12 Tests**

The Project Manager shall, as stated in the GCC, clause 34, be at liberty to make all tests necessary in order to satisfy himself that the materials and workmanship of every kind are in accordance with the Specification.

Where tests are carried out on the Works or samples taken by the Project Manager, the Contractor shall give all necessary assistance when called upon to do so.

The testing of materials will, unless expressly stated to the contrary, be carried out either by the Chief Materials Engineer of the Ministry responsible for Works at the Central Materials Laboratory, Kampala, or equivalent laboratory as determined by the Project Manager. Tests may also be carried out by Project Manager or his representative on site when adequate facilities for such site tests exist.

### **1.13 Payment for Tests**

In case the Contract Documents include a Provisional Sum to meet the cost of testing all materials other than concrete work cube tests as later described.

The Contractor shall keep an accurate record of the costs incurred in the successful testing of materials and such costs will be adjusted in the final account and set off against the Provisional sum.

The Contractor will not be paid for unsuccessful tests due to the submission of materials which for any reason whatsoever are not of the required standard.

### **1.14 Test Samples**

Each sample submitted to the laboratory for testing shall be properly packed, adequately labeled and have affixed to it the following information for the purposes of identification:-

- (a) Name of project and location
- (b) Type of material
- (c) Intended use
- (d) Date sample taken
- (e) By whom sampled
- (f) In cases of aggregate or other naturally occurring material, the location of the pit or deposit.
- (g) Name of contractor and contractor's sample reference number.

### **1.15 Rejected Workmanship and Materials**

Any workmanship or materials not complying with the requirements of the specification or approved samples which have been damaged, contaminated or have deteriorated, must be immediately removed from the site and replaced at the Contractor's expense, as directed by the Project Manager.

### **1.16 Materials intended for the Works**

No timber or other materials required in the permanent construction of the works will be allowed to be used as plant or scaffolding.

**1.17 Overtime or Nightwork**

If the Contractor determines for the purpose of expediting the Works or for any other reason to permit the working of overtime or nightwork necessary so that the works or any part thereof, shall be completed in every respect ready for occupation and use within the time stated, he must include for same in his tender as no extra payment will be allowed for this at the settlement of the accounts.

When the Project Manager directs the Contractor in writing, for any reasons whatsoever; to carry out work outside normal working hours, he will be reimbursed the net difference in cost between the operatives normal hourly or daily rate of pay and the enhanced overtime rate where this applies.

**1.18 Nuisance to Adjoining Buildings and Property**

The Contractor is to make every reasonable and practical effort, consistent with good and expeditious work, to avoid nuisance from noise, dust, transport or any other cause to the occupants of existing buildings and adjoining property and to the public generally.

**1.19 Existing and Adjacent Property**

The Contractor must take all steps necessary to safeguard the existing property and adjacent property, make good at his own expense any injury to persons or damage to property caused thereon, and hold the Government indemnified against any such claim arising.

The Contractor shall take all necessary precautions to avoid damage to the surrounding ground, grass, plants, shrubs and trees and reinstate at his own expense any damage caused thereto.

**1.20 Damage to Public and Private Roads**

The Contractor will be required to make good at his own expense, any damage he may cause to the present road surfaces and pavements during the period of the works.

**1.21 Existing Services**

Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric and telephone cables water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service shall be reported immediately to the Project Manager and the relevant authority and shall be made good to their satisfaction at the Contractor's expense.

**1.22 Watching and Lighting**

The Contractor shall provide at his own cost all requisite day and night watching and lighting including that for use by his Sub-Contractors, whether nominated or otherwise and everything else necessary for the protection and security of the Works, plant, materials on site, the Public,

and all persons lawfully using the premises during the execution of the works.

The Contractor shall provide red warning lamps at night to all obstructions and excavations either on, in or adjacent to the public highway.

### **1.23 Licenses and Permits**

The Contractor must ensure that he, as sole proprietor or as an authorized director of his company and his workpeople are in possession

He must also ensure that he or his suppliers are in possession of valid import licences for materials which are required to be obtained from outside Uganda.

### **1.24 Notices and Fees**

The Contractor shall allow for giving all notices to Public Authorities and Statutory undertakings and for payment all fees and charges legally demandable. (see separate clause regarding water charges).

### **1.25 Definition of “Fix only”**

For all items described in these documents as ‘Fix only’ the Contractor shall allow in addition to the foregoing for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage charges, transporting, unloading, storing and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, distributing, hoisting to required levels and fixing complete in accordance with the directions supplied or specified.

### **1.26 Attendance of Nominated Sub-Contractors**

The Contractor shall afford both **general and specific** attendance upon all Nominated sub-contractors, specialists and other executing works for which prime cost or provisional sums or prices are included hereafter.

The Contractor shall give such facilities to all firms employed upon the Works as the Project Manager considers reasonable and afford them use of scaffolding and ladders, alter standing scaffolding as required, or erect and remove any special scaffolding which they may require for the purpose of carrying out their work, supply them with labour and tackle for unloading, getting in, storing, hoisting and distributing their materials, use of electric light, power, and water and allow them use of storage for their materials, and the use by the Nominated Sub-Contractors employees of all messrooms, sanitary accommodation and welfare facilities and clear away all rubbish.

The Contractor shall give Nominated Sub-Contractors and other parties working on the premises all information reasonably necessary to enable them to properly set out and execute their work in harmony with the surroundings and other trades, and is not to allow them to proceed otherwise.

The Contractor shall be responsible in every respect for Nominated Sub- Contractors and in particular to see that their work proceeds regularly with the general progress of the building works and in accordance with the Works Program or Implementation Schedule.

The value of the foregoing services to be rendered by the Contractor to the Sub-Contractors, as described in this Clause is to be allowed for in the Bills of Quantities or particular specification under the item "Attendance" which follows each Prime Cost or Provisional Sum.

The Contractor shall allow for hacking surfaces to receive special finishes as required by Nominated Sub-Contractors.

### **1.27 Temporary Roads**

The Contractor shall provide and maintain as necessary, all temporary roads, ramps, hard-standing, tracks, crossings and the like for the efficient running of the Works for all vehicles entering and on the site, including those of Nominated Sub-Contractors and afterwards remove and reinstate the ground to its original condition if so directed by the Project Manager.

### **1.28 Temporary Fencing**

The Contractor will not, unless otherwise expressly instructed in the Contract Documents, be expected to provide a temporary fence or hoarding around the site. He will however be required to afford adequate protection and security from theft or other loss by the provision of a safe area or compound for the storage of materials which cannot be properly stored in a lockable store as provided hereafter. The compound must be properly constructed and have adequate means of access and locking facilities and afterwards it must be dismantled and clear away from the site.

### **1.29 Storage of Materials**

The Contractor shall provide erect and maintain and clear away on completion suitable watertight sheds and other protection for the storage of materials including those of all Sub-Contractors.

Floors of sheds used for the storage of cement and other perishable materials shall be raised at least 150 mm above ground level. Cement stacks or bags shall be placed on timber pallets approved by the Project Manager.

### **1.30 Sheds for Operatives**

The Contractor shall similarly provide suitable watertight sheds for the use of the operatives and those of all Sub-Contractors.

### **1.31 Site Office**

The Contractor shall provide erect and maintain and clear away on completion suitable watertight temporary office accommodation for the use of his site staff and a similar separate-office for the use of the Project Manager's Supervising Officer.



Each office shall be of suitable size for the purpose for which it is intended and shall have a lockable door, windows of a size proportionate to the floor area, adequate means of ventilation, and be fitted with a desk with a drawer for the storage of plans and chair for the use of the staff.

### **1.32 Site Meetings**

Site Meetings will be held in the Site Office at intervals as directed and the contractor will be required to summon the attendance of Sub-Contractors and specialists, prepare and distribute minutes and generally organize the meetings.

### **1.33 Works Diary**

The Project Manager will issue to the Contractor one copy of the Standard Works Diary which shall be kept on the site at all times.

### **1.34 Foreman-in-Charge**

The Contractor shall keep a Foreman-in-Charge in constant attendance upon the works. He shall be capable of reading, writing and speaking English and he shall keep copies of all drawings; details, specifications, letters, instructions, etc. on the works.

He shall also be required to keep a day today record in the Works Diary of the weather on the site.

### **1.35 Temporary Latrines and Ablutions**

The Contractor shall provide the necessary temporary latrines, water closets and ablutions for his staff and workmen to the requirements and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees and connection charges during the period of the Works and remove when no longer required and make good all distributed surfaces.

### **1.36 Water for Works**

The Contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors whether Nominated or otherwise). Where a mains supply is not available locally he will be required to bring in water by tanker or other approved method and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc. as he may consider necessary and clear way at completion.

All water shall be fresh, clear and pure, free from earthly vegetable or organic matter, acid or alkaline substance, in solution or suspension.

### **1.37 Light and Power for the Works**

The Contractor shall provide all artificial lighting and power for use on the Works, including all Sub-Contractors and Specialists whether nominated or otherwise, requirements and including all temporary connections, wiring, fittings etc and clear away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

Before submitting his tender the Contractor must ascertain for himself whether a supply will be available or not at commencement of or during the course of the Works as no claim will be entertained due to failure by *UMEME* provide such a supply.

### **1.38 Signboards**

The Contractor shall provide, erect and clear away on completion a signboard for the display of the General Contractor's names which shall be of an approved size and design with the Employers' names painted thereon.

Particulars of all parties to the contract shall be given and words shall be printed in a minimum size of 50 mm letters. No other signboard or advertising signs shall be permitted without the permission of the Project Manager.

### **1.39 Protection of Works**

The Contractor shall allow for covering up and protecting the Works during inclement weather and provision of all temporary covers, gutters, down pipes surface water drains, etc. as required.

### **1.40 Keeping and Delivering Site and Works Clean**

He will also allow for carefully protecting all work including all Sub-Contractors Work liable to injury and provide all necessary temporary casing, linings, coverings to steps, floors, tiles, paving, walls, ceilings, fittings and fixtures of all kinds to the complete satisfaction of the Project Manager and finally clear all away on completion.

### **1.41 Contingencies**

The Contractor shall allow for cleaning out drains, gullies, interceptors, manholes, etc. Cleaning glass inside and out, cleaning metalwork and woodwork, sweeping and scrubbing all floors pavings etc. or treating with special finishes as described, cleaning all cisterns, sanitary fittings, etc, testing all water supplies, cisterns and sanitary fittings and leaving drip dry, oiling all door and window hinges, bolts and locks and removing all paint and cement stains and clear and cart away all rubbish as it accumulates to a tip to be provided by the Contractor and leave the whole of the site and Works clean and tidy ready for occupation to the complete satisfaction of the Project Manager.

The Contractor shall include in his Tender the Contingency Sum as directed in the Particular Specification or Bills of Quantities which will be used as directed by the Project Manager and deducted in whole or in part if not required.