

**COUNTY GOVERNMENT OF TAITA
TAVETA
DEPARTMENT OF YOUTH, SPORTS, CULTURE AND
TOURISM.**



**TENDER FOR
PROPOSED REHABILITATION OF WUNDANYI STADIUM
PHASE 1**

TENDER NO. TTCG/YGS/359/2018-2019

MARCH 2019.

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INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (e.g. Buildings, Roads, Bridges, Repairs and Maintenance) which the procuring entity considers to be small and where it is not required to be open tendering.
- 1.2 The following guidelines should be observed when using the document:-
 - (a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary and amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - I. The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 The cover of the tender document should be modified to include:-
 - II. Tender number.
 - III. Tender name.
 - IV. Name of procuring entity.

SECTION I

INVITATION FOR TENDERS

Tender reference no: TTCG/YGS/359/2018-2019

Tender Name: *PROPOSED REHABILITATION OF WUNDANYI STADIUM*

- 1.1 The county government of Taita Taveta invites sealed tenders for the construction of **PROSED REHABILITATION OF WUNDANYI STADIUM**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents) at (Taita Taveta County) during normal working hours.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at TAITA TAVETA COUNTY GOVERNMENT HEAD QUARTERS WUNDANYI so as to be received on or before **21st March 2019 at 10:30AM**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **Governors Boardroom.**

For:
INTERIM COUNTY SECRETARY
TAITA TAVETA COUNTY GOVERNMENT
P.O BOX 1066 - 80304
WUNDANYI.

SECTION II
INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

TENDER EVALUATION CRITERIA

1.2 PRELIMINARIES.

- 1.3 Interested contractors should be registered with relevant institutions.
Bid bond of **Ksh.400, 000** in form of bank guarantee or Insurance firm and must. Remain valid for 90 days from the date of tender opening.
- 1.4 Registration with National Construction Authority (NCA) Class 6 and above.
- 1.5 Current tax Compliance Certificate.
- 1.6 Confidential business questionnaire duly completed.
- 1.7 Valid PIN and VAT certificate.
- 1.8 Certificate of Registration.
- 1.9 Tender document has to be **serialized** and stamped by the bidders.

TECHNICAL EVALUATION.

- 1.10 Attach evidence for each number.
- 1.11 Work of similar nature and magnitude-15 Marks
- 1.12 Qualifications of personnel- 5 Marks
- 1.13 Experience of personnel -10 Marks
- 1.14 Financial ability -10 Marks
- 1.15 Plant/Equipment/Tools -10 Marks
- 1.16 Affirmative action- County based contractors-15 Marks.
- 1.17 Litigation history-3 Marks
- 1.18 Delivery period-2 Marks
- 1.19 Sub contract with business for Youth/Women/Persons with disabilities – 10 marks
- 1.20 Letter of credit line facility from reputable bank – 10 marks.
- 1.21 11. Financial Statements for the last three years – 10 marks.

(TOTAL FINANCIAL SCORE – 100 Marks)

- 1.22 NB BIDDERS WHO ATTAINS 70 POINTS WILL BE SUBJECTED TO FINANCIAL EVALUATION AND AWARDED TO THE LOWEST EVALUATED BIDDER.**

- 1.23 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.24 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.25 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.26 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 1.25 Total of Bill of Quantities to be captured in the Form of Tender.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
- (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to

tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
 - (a) The Tender;
 - (b) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (c) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of

tenders, shall be included in the tender price submitted by the Tenderer.

- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of ninety (90) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall;-
 - (a) be addressed to the Employer at the address provided in the invitation to tender;
 - [b] Bear the name and identification number of the Contract as defined
In the invitation to tender; and
 - [c] Provide a warning not to open before the specified time and date for tender opening.

- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the Opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award
Of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days

following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III
CONDITIONS OF CONTRACT

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SECTION III - CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body who’s tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

(1) Agreement,

- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates**

(8) Employer's Representative's Decisions

- 2.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or

- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its

business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of

Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(I) Advance payment _____ (*percent of Contract Price,*
[after Contract execution] *to be inserted by the*
Employer).

- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____
- (iv) Third stage (*define stage*) _____
- (v) After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

- 15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to
The Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

- 18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, Machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or Without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: _____

Address: _____

Name of Employer's Representative: _____

Title; _____ Telephone: _____

The name (and identification number) of the Contract is _____

The Works consist of _____

The Start Date shall be _____

The Intended Completion Date for the whole of the Works shall be _____

The following documents also form part of the Contract:

The Site Possession Date shall be _____

The Site is located at _____ and is defined in drawings nos.

The Defects Liability Period is _____ days.

Amount of Tender Security is KHz..... (Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is.....

The tender opening date and time is 10.30 AM on 21st March 2019.

SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

I. SPECIFICATIONS

Notes for preparing Specifications

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in designs and materials unless provided otherwise in the Contract.
- 2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.
- 3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification of standards for materials, plant and workmanship existing Kenya Standards should be used as much as possible otherwise recognized international standards may also be used.

SECTION V
STANDARD FORMS

List of Standard Forms

- (I) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bond**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Request for Review Form**

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

[Mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

[Address and location]

At or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ Authorized Signature

_____ Name and Title

FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]

1. We undertake, if our tender is accepted, to commence the Works as Soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
2. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
3. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of _____
[Name of Tenderer] of _____ [Address of
Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE
[Letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[Address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
For the execution of _____
[Name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs. _____ [amount in figures] [Kenya Shillings _____ (amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (Hereinafter called “the Employer”) of the one part AND _____ of [or whose registered office is situated at] _____ (Hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (*Name and identification number of Contract*) (Hereinafter called “the Works”) located at _____ [*Place/location of the Works*] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [*Amount in figures*], Kenya Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]

3. In consideration of the payments to be made by the Employer to The Contractor as hereinafter mentioned, the Contractor hereby Covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS (Hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____

As Principal (hereinafter called "the Contractor") and _____ of [or whose registered office is situated at] _____

As Surety (hereinafter called "the Surety"), are held and firmly bound unto

_____ of [or whose registered office is situated at]

As obligee (hereinafter called "the Employer") in the amount of KHz. _____ [*amount of Bond in figures*] Kenya Shillings

_____ [*amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____

[*Name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for

which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[Name of Contractor] *[Name of Surety]*

By _____ by _____

In the capacity of _____ in the capacity of _____

In the presence of; Name _____ In the presence of; Name _____

Address _____ Address _____

Signature _____ Signature _____

Date _____ Date _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)			

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of tenderer;
.....
4. Telex of tenderer;
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

(i) Full name of Sub-contractor and address of head office:

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

.....

.....

(2) Portion of Works to sublet:

(i) Full name of sub-contractor and address of head office:

.....

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:

.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>MALE & FEMALE CHANGING ROOMS & SHOWERS:-</u>				
	<u>ELEMENT NO 1:-SUBSTRUCTURE</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>Excavations and earthworks</u>				
A	Excavate oversite average 200mm deep and cart away where directed	311	SM		
B	Excavate to reduce levels Using mechanical plant	311	CM		
C	Excavate trench for strip foundation not exceeding 1.5m deep	108	CM		
D	Ditto for column bases n.e 1.5m deep	60	CM		
E	Return fill and ram	57	CM		
F	Load and cart away surplus excavated material from site	422	CM		
G	Allow for planking and strutting	1	ITEM		
H	Allow for keeping excavations free from Water	1	ITEM		
Carried to collection					

WSH/1

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>HARDCORE</u>				
A	300mm thick approved hardcore well compacted in layers	246	SM		
B	50mm thick murrum blinding	246	SM		
C	Treat hardcore surface with approved insecticide	246	SM		
	<u>Concrete works</u>				
D	Plain concrete (1:4:8) in 50mm blinding under strip foundation	92	SM		
E	Ditto under column bases	43	SM		
	<u>Vibrated reinforced concrete (1:1.5:3) in:-</u>				
F	Strip foundation	18	CM		
G	Column bases	17	CM		
H	Columns	4	CM		
I	Ground beams	9	CM		
J	100mm surface bed	246	SM		
	<u>Sawn formwork to:-</u>				
K	Sides of column bases	38	SM		
L	Sides of columns	29	SM		
M	Sides of ground beams	62	SM		
N	Edges of surface bed 75-150mm wide	94	LM		
Carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>High yield deformed reinforcement bars:-</u>				
A	8mm diameter bars	1420	KG		
B	10mm dito	1485	KG		
C	12mm ditto	1409	KG		
D	16mm ditto	1446	KG		
E	BRC mesh type A-142	246	SM		
	<u>Subwall:-</u>				
F	200 mm thick natural stone walling in cement sand (1:3) mortar, reinforced every alternate course with hoop iron	180	SM		
	<u>Damp proof course:-</u>				
G	200mm wide Hessian based bituminous felt DPC	103	LM		
H	100mm wide ditto	21	LM		
	<u>Damp proof membrane:-</u>				
I	1000 gauge polythene DPM	246	SM		
	<u>Plinth:-</u>				
J	15mm thick cement sand (1:3) Rendering on plinth wall	32	SM		
K	Prepare & apply three coats Bitumastic paint on plinth walls	32	SM		
	<u>Paving Slabs around the building:-</u>				
L	600X600X50mm Pre-cast concrete pavings slabs jointed in cement sand (1:3) mortar, bedded on 250mm murrum beds 50mm sand bed including antitermite treatment	100	SM		
Carried to collection below					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>COLLECTION:-</u> Brought forward from page WSH/1 Brought forward from page WSH/2 Brought down from above</p>				
TOTAL OF SUBSTRUCTURE CARRIED TO SUMMARY					

WSH/4

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.2:-</u>				
	<u>REINFORCED CONCRETE SUPERSTRUCTURE:-</u>				
	<u>Vibrated reinforced concrete(1:1.5:3) in:-</u>				
A	Beams	11	CM		
B	Columns	7	CM		
C	Terrace	90	CM		
	<u>Formwork to:-</u>				
D	Sides & soffites of beams	145	SM		
E	Vertical sides of columns	105	SM		
F	Soffites of Terrace	130	SM		
G	Sides of terrace	20	SM		
	<u>High yield deformed bars:-</u>				
H	8mm diameter bars	3220	KG		
I	10mm ditto	3085	KG		
J	12mm ditto	3209	KG		
K	16mm ditto	3446	KG		
TOTAL OF R.C SUPERSTRUCTURE CARRIED TO SUMMARY					

WSH/5

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ELEMENT NO 3:-</u> <u>WALLING:-</u> A 200mm thick machine cut Natural stone walling in cement sand (1:3) mortar and reinforced every alternate course with hoop iron</p> <p>B 100mm ditto</p>	<p>192</p> <p>30</p>	<p>SM</p> <p>SM</p>		
	TOTAL OF WALLING CARRIED TO SUMMARY				

WSH/6

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.4:- DOORS:-</u> <u>Wrot Hardwood (Mahogany or equal & approved):-</u>				
A	150X50mm rebated door frame	26	LM		
B	100x50mm ditto	44	LM		
C	150X50mm rebated Mullions and transoms	10	LM		
D	45X20mm architrave with two labours	70	LM		
E	25mm Quadrant mould	70	LM		
F	50mm thick solid panelled double door size 900x2100mm	4	NO		
G	50mm thick semi-solid core flush door size 900x2100mm	8	NO		
	<u>Iron mongery as "UNION" or equal & approved with matching screws:-</u>				
H	100mm brass butt Hinges	24	PRS		
I	Two lever mortice locks	8	NO		
J	Three-lever mortice locks	4	NO		
K	32mm diameter rubber door stops fixed with rawl bolt	16	NO		
L	2mm thick Aluminium plate fixed to one side of flush doors(2000x900mm)	8	NO		
Carried to collection					

WSH/7

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Fanlights:-</u>				
A	5mm thick clear glass fixed with hardwood beading (m.s)	3	SM		
B	300x150mm approved perspex door signage	4	NO		
C	"Pearson" or equal and approved door closers	8	NO		
	<u>Pepeare and apply undercoat &two coats first quality gloss oil paint on:-</u>				
D	General surfaces of timber	62	SM		
E	Surfaces of timber 200-300mm girth	80	LM		
F	Surfaces of timber not exceeding 100mm girth	140	LM		
G	Prime backs of frames before fixing 100-200mm girth	70	LM		
Carried to collection					
Collection:-					
Brought Forward from page WSH/7					
Brought down from Above					
TOTAL OF DOORS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO 5:-WINDOWS</u>				
	<u>Heavy duty Aluminium framed windows comprising 50x75x3mm thick framing members including all necessary accessories:- (Hinges,fasteners,latches beadings mastic etc)</u>				
A	Window size 1000x800mm	8	NO		
B	Window size 2000x800mm	4	NO		
C	5mm thick obscure glass window panes	14	SM		
	<u>Window cill:-</u>				
D	450X75mm pre-cast concrete (1:2:4) window cill including all necessary reinforcement formwork and plaster	18	LM		
	<u>Painting:-</u>				
E	Prepare and apply primer and two coats first Quality gloss oil paint on mild-steel surfaces	18	SM		
TOTAL OF WINDOWS CARRIED TO SUMMARY					-

WSH/9

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO 6:FIXTURES AND FITTINGS:-</u>				
	<u>Lockers:-</u>				
A	Plain concrete (1;3:6) in 100mm plinth	12	SM		
B	Formwork to edges of plinth 75-150mm wide	24	LM		
C	25mm blockboard shelves hardwood hipped at edges	36	SM		
D	Ditto partitions	40	SM		
E	Ditto doors	43	SM		
F	50x25mm hardwood shelf bearers	120	LM		
	<u>Iron mongery as "UNION" or equal and approved with matching screws:-</u>				
G	Brass piano hinges	72	LM		
H	100mm cupboard pull handles	120	NO		
I	Approved ball catches	120	NO		
	<u>R.C Seats:-</u>				
J	Reinforced concrete (1:2:4) in 100mm seats	18	SM		
	<u>Formwork to:-</u>				
K	Soffittes of seats	18	SM		
L	Edges of seats 75-150mm wide	37	LM		
M	10mm diameter high yield reinforcement bars	170	KG		
N	- 150mm thick natural stone dwarf wall in cement sand (1:3) mortar	10	SM		
Carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	15mm thick cement sand (1:3) plaster on dwarf walls	20	SM		
B	Ditto on seats	18	SM		
C	Ditto edges of seats 100mm wide	37	LM		
D	Ceramic tiles on top of seats and edges	22	SM		
	<u>Wash hand basin worktops:-</u>				
E	Reinforced concrete (1;2;4) in 100mm worktops	3	SM		
	<u>Formwork to:-</u>				
F	Soffittes of worktops	3	SM		
G	Edges of worktops 75-150mm wide	9	LM		
H	Box out formwork to form opening size 500x400mm	4	NO		
I	10mm diameter reinforcement bars	25	KG		
J	- 150mm natural stone dwarf walls in cement sand (1;3) mortar	2	SM		
K	15mm thick cement sand (1:3) plaster on dwarf walls	4	SM		
L	Ditto on worktops	3	SM		
M	Ditto edges 100mm wide	9	LM		
N	- 8mm thick ceramic tiles fixed to worktop with approved adhesive	3	SM		
Carried to collection					

WSH/11

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Ditto edges 100mm wide	9	LM		
B	Extra-over ditto for corner pieces	9	LM		
	<u>Painting:-</u> <u>Prepare and apply undercoat and two coats gloss oil paint on:-</u>				
C	General surfaces of timber	238	SM		
D	Surfaces 100-200mm girth	120	LM		
Carried to collection below					
	Brought forward from page WSH/10				
	Brought forward from page WSH/11				
	Brought down from above				
	-				
TOTAL OF FIXTURES AND FITTINGS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO 7:FINISHES</u>				
	<u>Wall finishes:-</u>				
A	15mm thick cement sand lime (1:1;6) plaster on walls internally	641	SM		
B	Ditto rendering externally	110	SM		
C	Extra-over for neat recessed key joints externally	83	SM		
D	Cement bagwash to ditto	83	SM		
E	300x200x8mm thick ceramic wall tiles fixed with approved adhesive	126	SM		
F	Extra-over for corner pieces	30	LM		
	<u>Floor finishes:-</u>				
G	25mm thick cement sand (1:3) floor screed to receive floor tiles	246	SM		
H	8mm ceramic floor tiles fixed with approved adhesive	123	SM		
I	100x8mm ditto skirting	82	LM		
Carried to collection					

WSH/13

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Ceiling finishes:-</u>				
A	15mm thick cement sand plaster (1:3) Plaster to soffittes of terraces	246	SM		
	<u>Roof finishes:-</u>				
B	25mm thick cement sand (1:3) water proof screed on top of terraces	246	SM		
C	Prepare and apply three coats collas to ditto	246	SM		
	<u>Painting and decorating:-</u>				
	<u>Prepare and apply undercoat and two coats</u>				
	<u>first quality plastic emulsion paint on</u>				
D	- Plastered walls internally	515	SM		
E	Renderd walls externally	110	SM		
F	- Plastered ceiling	150	SM		
Carried to collection below					
<u>COLLECTION;-</u>					
Brought forward from page WSH/13					
Brought down from above					
TOTAL OF FINISHES CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO 8:-PLUMBING AND INTERNAL DRAINAGE:-</u>				
A	25mm diameter PPR Pipe	20	LM		
B	20mm ditto	53	LM		
C	15mm ditto	22	LM		
	<u>Extra-over pipe work for:-</u>				
D	25mm diameter elbows	7	NO		
E	20mm ditto	18	NO		
F	15mm ditto	8	NO		
G	25mm tees	7	NO		
H	20mm ditto	18	NO		
I	15mm ditto	8	NO		
J	20x20x15mm tees	12	NO		
J	25mm sockets	4	NO		
K	20mm ditto	9	NO		
L	15mm ditto	5	NO		
M	25mm Nipples	7	NO		
M	25mm unions	6	NO		
N	20mm ditto	12	NO		
O	15mm ditto	6	NO		
P	20x20x15mm tees	34	NO		
	<u>Gate valves:-</u>				
Q	25mm gate valve	4	NO		
R	20mm ditto	4	NO		
	<u>Flexible tubes:-</u>				
S	15mm diameter x 450mm long flexible tubes	4	NO		
	<u>Tanks:-</u>				
T	10,000 litres capacity heavy duty plastic cold water storage tank as "ROTO" Or equal and approved	2	NO		
U	25mm diameter approved ball valves as PORTHMOUTH Or equal and approved	2	NO		
Carried to Collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Sanitary fittings:-</u>				
A	500x400mm white glazed wash hand basin including 15mm c.p bib tap, 32mm waste out go plug and chain	4	NO		
B	15mm diameter c.p shower Rose	4	NO		
C	600x450x6mm thick polished plate mirrors fixed with dome headed capstan screws	4	NO		
D	Approved hand driers	4	NO		
E	150x150mm white glazed soap dishes	4	NO		
	<u>Internal drainage:-</u>				
E	32mm diameter PVC Waste pipe	16	LM		
F	50mm ditto	8	LM		
	<u>Extra-over pipework for:-</u>				
H	32mm tees	4	NO		
I	32mm end caps	4	NO		
	<u>TRAPS:-</u>				
J	32mm diameter x75mm deep bottle traps	4	NO		
K	50mm floor trap with grating	4	NO		
L	100mm pvc gulley trap including chamber and cover	4	NO		
	<u>Water reticulation (provisional)</u>				
M	Excavate trench for supply pipe average 1000mm deep part return fill and ram and remainder cart away	150	LM		
N	25mm diameter heavy duty PPR Pipe laid in trench	150	LM		
Carried to collection					

WSH/16

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Extra-over PPR Pipe for:-</u>				
A	25mm elbows	25	NO		
B	25mm tees	25	NO		
C	25mm unions	20	NO		
D	25mm nipples	25	NO		
E	25mm gate valve as peggler or equal and approved	4	NO		
	<u>Builders work in connection with Plumbing works:-</u>				
F	Form chase in wall for small pipe including making good disturbed surfaces	120	LM		
G	Form hole in 200mm masonry wall for small pipe including making good disturbed surfaces	20	NO		
	<u>Water tank tower:(2no):-</u>				
H	Excavate pits for column bases n.e 1.5m deep	14	CM		
I	Return fill and ram	7	CM		
J	Cart away surplus excavated material	7	CM		
K	Plain concrete (1:4:8) in 50mm blinding under column bases	12	SM		
	<u>Vibrated reinforced concrete (1:2:4) in:-</u>				
L	Columns bases	4	CM		
M	Columns	3	CM		
N	Beams	3	CM		
O	150mm suspended slab	8	CM		
Carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Formwork to:-</u>				
A	Sides of columns	38	SM		
B	Sides and soffittes of beams	32	SM		
C	Soffittes of suspended slab	8	SM		
D	Edges of ditto 75-150mm wide	16	LM		
	<u>High yield deformed bars:-</u>				
E	8mm diameter bars	405	KG		
F	12mm ditto	438	KG		
G	16mm ditto	502	KG		
H	15mm thick cement sand (1:3) plaster on concrete surfaces	78	SM		
	<u>Water pumps:-</u>				
I	Approved pedrollo water booster pumps including mild-steel grill cage	2	NO		
Carried to collection below					
	<u>COLLECTION:-</u>				
	Brought forward from page WSH/15				
	Brought forward from page WSH/16				
	Brought forward from page WSH/17				
	Brought down from above				
TOTAL OF PLUMBING AND INTERNAL DRAINAGE CARRIED TO MAIN SUMMRY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO 9:EXTERNAL SOIL DRAINAGE</u>				
A	Excavate trench for drain pipe average 1000mm deep, part return fill and ram and remainder cart away	70	LM		
B	Ditto average 1500mm deep	70	LM		
C	150mm diameter heavy duty pvc drain pipe	140	LM		
D	600x450x1000mm average deep manholes	8	NO		
E	Ditto average 1500mm deep	8	NO		
F	600X450mm heavy duty pvc cover and frame	16	NO		
	<u>Reinforced concrete septic tank:3mlong x4.6m widex3m deep:-</u>				
G	Excavate pit not exceeding 1.5m deep	120	CM		
B	Ditto 1.5-3.0m deep	110	CM		
C	Extra-over for rock excavations	140	CM		
D	Return fill and ram	55	CM		
E	Cart away surplus excavated material from site	188	CM		
F	Allow for planking and strutting	1	ITEM		
G	Allow for keeping excavations free from water	1	ITEM		
H	Plain concrete (1:3:6) in 150mm thick surface bed	62	SM		
I	Plain concrete (1:4:8) in benching size 600x450x250mm high	2	NO		
	<u>Vibrated reinforced concrete (1:1.5:3) in:-</u>				
J	200mm surface bed	62	SM		
K	Scum baffles	5	CM		
L	200mm walling	8	CM		
M	150mm suspended slab	62	SM		
N	Cross beams	2	CM		
	<u>Sawn formwork to:</u>				
O	Soffittes of suspended slab	62	SM		
P	Sides and soffittes of scum baffles	50	SM		
Q	Edges of suspended slab 75-150mm wide	35	LM		
R	Box out formwork to form opening 600x450mm	4	NO		
S	Sides of walls	104	SM		
T	Sides and soffittes of cross beams	15	SM		
CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>High yield deformed reinforcement bars:-</u>				
A	8mm diameter bars	1383	KG		
B	12mm ditto	1505	KG		
C	16mm ditto	1576	KG		
D	15mm thick cement sand (1:3) plaster interna- lly and externally	252	SM		
E	25mm thick cement sand (1:3) floor screed	62	SM		
F	600x450mm heavy duty pvc cover & frame	4	NO		
	<u>SOAKPIT SIZE 2M DIAMETERX4.5M DEEP</u>				
G	Excavate pit not exceeding 1.5m deep	5	CM		
H	Ditto 1.5-3.0m deep	5	CM		
I	Ditto 3.0-4.5m deep	5	CM		
J	Ditto 4.5-6.0 deep	5	CM		
K	Ditto 6.0-7.5m deep	5	CM		
J	Extra-over excavation for excavating in rock	20	CM		
K	Cart away excavated material from site	25	CM		
L	Allow for planking and strutting	1	ITEM		
M	Allow for keeping excavations free from water	1	ITEM		
N	Plain concrete (1:3:6) in strip foundation	1	CM		
O	Reinforced concrete(1:2:4) in 100mm cover slab	3	SM		
CARRIED TO COLLECTION					

WSH/20

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Sawn formwork to:</u>				
A	Soffittes of suspended slab	3	SM		
B	Sides of foundation	2	SM		
C	Edges of cover slab 75-150mm wide	6	LM		
C	Boxout formwork to form opening size 600x450mm	1	NO		
D	12mm diameter high yield reinforcement bars	25	KG		
E	200mm thick natural stone walling in cement sand (1:3) mortar	19	SM		
F	Approved hardcore backfill	18	CM		
G	15mm thick cement sand (1:3) plaster externally	8	SM		
H	- 600x450mm heavy duty pvc cover and frame	1	NO		
	<u>TESTING:</u>				
I	Allow for testing the drainage system to the satisfaction of the project manager	1	ITEM		
Carried to collection					
	Brought forward from page WSH/19				
	Brought forward from page WSH/20				
	Brought down from above				
TOTAL OF EXTERNAL DRAINAGE CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY:-				
1	Substructure from page WSH/4				
2	R.C Superstructure from page WSH/5				
3	Walling from page WSH/6				
4	Doors from page WSH/8				
5	Windows from Page WSH/9				
6	Fixtures and fittings from page WSH/12				
6	Finishes from page WSH/14				
7	Plumbing works WSH/18				
8	External drainage from page WSH/21				
TOTAL OF MALE/FEMALE CHANGING ROOMS AND SHOWERS CARRIED TO MAIN SUMMARY					

WSH/22

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>BOUNDARY WALL</u>				
A	- Clear of all grass and shrubs and cart away	560	SM		
B	- Excavate trench for strip foundation not exceeding 1m deep	160	CM		
C	Ditto for column bases	160	CM		
D	Return fill and ram	150	CM		
E	Cart away surplus excavated material from site	170	CM		
F	Allow for planking and strutting	1	ITEM		
G	Allow for keeping excavations free from water	1	ITEM		
H	Plain concrete (1:4:8) under strip foundation	135	SM		
I	Ditto under column bases	135	SM		
	<u>Vibrated reinforced concrete (1:2:4) in:-</u>				
I	Strip foundation	27	CM		
J	column Bases	27	CM		
K	Columns	16	CM		
L	Gate pillars	3	CM		
	<u>Sawn formwork to:-</u>				
M	Sides of column bases	107	SM		
N	Sides of columns	160	SM		
	<u>High yield deformed bars to B.S 4461:-</u>				
M	8mm diameter bars	2255	KG		
N	10mm ditto	2345	KG		
O	12mm ditto	2496	KG		
Carried to collection					

BW/1

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	200mm thick Natural stone foundation walling in cement mortar (1:3) Reinforced every alternate course with hoop iron	430	SM		
B	200mm thick Machine cut Natural stone walling in cement sand (1:3) mortar reinforced every alternate course with Hoop iron	715	SM		
C	Extra-over walling for neat recessed key joints (both sides)	1430	LM		
D	15mm thick cement sand (1:3) plaster on columns	107	SM		
E	Flexcell expansion joint filled with styrapore	12	SM		
F	Approved joint sealant	80	LM		
G	250x50mm pre-cast concrete coping bedded and jointed in cement sand (1:3) mortar	360	LM		
H	50x450x75mm ditto pier caps	138	NO		
	<u>GATE:-</u>				
I	Mild-steel gate size 4000x2000mm heavy duty to approved design, comprising 100x50x3mm thick RHS Framing and 5mm thick gauge Wiremesh including all necessary bolts and hinges	1	NO		
J	Ditto pedestrian gate size 900x2000mm	1	NO		
H	Prepare and apply primer and two coats first quality gloss oil paint on mild-steel gates	20	SM		
Carried to collection below					
<u>COLLECTION:-</u>					
Brought forward from page BW/1					
Brought down from above					
TOTAL OF BOUNDARY WALL CARRIED TO MAIN SUMMARY					

BW/2

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PRIME COST AND PROVISIONAL SUMS</u>				
	<u>PRIME COST SUMS:-</u>	-	-	-	
A	Provide a prime cost sum of Kenya shillings 550,000 for Electrical installation				
B	Provide a prime cost sum of Kenya shillings 250,000 for fire fighting equipment				
C	Allow a provisional sum of Kshs 300,000 for storm water drainage trench				
	<u>PROVISIONAL SUMS:-</u>				
D	Provide a provisional sum of Kenya shillings 350,000 for Contingencies				
E	Provide a provisional sums of Kenya shillings 1,200,000 for Project Management				
TOTAL OF P.C , PROVISIONAL SUMS,CARRIED TO MAIN SUMMARY					

PS/1

ITEM	DESCRIPTION				AMOUNT
<u>MAIN SUMMARY:-</u>					
A	Male/Female changing rooms and Showers from page WSH/22				
B	Boundary wall from page BW/2				
C	P.C & Provisional sums from page PS/1				
SUB-TOTAL					
ADD 16% VAT					
TOTAL CARRIED TO FORM OF TENDER					
<p>AMOUNT IN WORDS:.....</p> <p>.....</p> <p>.....</p> <p>CONTRACTORS NAME:.....</p> <p>.....</p> <p>ADDRESS:.....</p> <p>SIGNATURE AND STAMP: DATE:.....</p> <p>NAME OF WITNESS:.....</p> <p>ADDRESS:.....</p> <p>SIGNATURE:..... DATE:.....</p>					