

#### THE REPUBLIC OF KENYA

Email: <u>info@samburuassembly.go.ke</u> P.O BOX 3 – 20600, Maralal, Kenya



# COUNTY ASSEMBLY OF SAMBURU

## NATIONAL OPEN TENDER

# TENDER NAME:

### CONSTRUCTION OF THE SPEAKER'S HOUSE IN MARALAL TOWNSHIP

### TENDER NO: CAS/PROC/062/2021-22 NEGOTIATION NO: <u>907793</u>

CLOSING DATE: 1<sup>ST</sup> DECEMBER 2021 AT 10.00 AM

County Assembly of Samburu P.O Box 3-20600, Maralal County Assembly Of Samburu & THE QUANTITY SURVEYOR County transport &Public Works		& THE QUANTITY SURVEYOR
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#### SECTION I - LETTER OF INVITATION

TO: -----

Dear Sir/Madam,

#### **Re: CONSTRUCTION OF THE SPEAKER'S HOUSE IN MARALAL TOWNSHIP**

- 1.1 The (County Assembly of Samburu) invites proposals for the following CONSTRUCTION OF THE SPEAKER'S HOUSE IN MARALAL TOWNSHIP
- 1.2 The Tender Document includes the following:
  - Section I Letter of invitation
  - Section II Instruction to Tenders
  - Section III General Conditions of the Contract
  - Section IV Schedule of Requirements Bill of Quantities
  - Section V Standard Contract Form
- 1.3 Upon receipt, please inform us:-
  - (a) that you have received the letter of invitation
  - (b) whether or not you will submit you bid document
- 1.4 The deadline for submission of this is 14days after the receipt of the Invitation to tender and Tender documents NOT LATER THAN **1ST** DECEMBER, 2021 AT 10.00AM

Yours sincerely Mr. Patrick Leshore THE CLERK COUNTY ASSEMBLY OF SAMBURU

#### SECTION II - INSTRUCTION TO TENDERERS

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#### SECTION II - INSTRUCTIONS TO TENDERERS

#### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

#### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

#### 2.3 Contents of Tender Document

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract

- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### 2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 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.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

#### 2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

#### 2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

#### 2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
  - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

#### 2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender document as per the format provided indicating the services to be provided. Any alterations in the form of Tender without any counter signing will lead to automatic rejection of that submission.

#### 2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

#### 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

#### 2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

#### 2.12. Tender Security

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- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 5 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
  - (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

#### 2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for **90days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

#### 2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as

appropriate. In the event of any discrepancy between them, the original shall govern.

- **2.14.2** The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender. The number of pages submitted MUST be indicated in the form of tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### 2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE (<u>1ST DECEMBER, 2021 10:00AM</u>)
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

#### 2.16. **Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (<u>1<sup>ST</sup> DECEMBER, 2021 10:00AM</u>)
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance

with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

#### 2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

#### 2.18. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **at** (<u>1<sup>st</sup> DECEMBER, 2021 10:00AM</u>)

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

#### 2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

#### 2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be

based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

#### 2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

#### 2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.
  - (a) Operational Plan
  - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule
- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

#### 2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

#### 2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### 2.25Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

#### 2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of

contract award shall be considered for debarment from participating in future public procurement.

#### 2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

#### 2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 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.

#### 2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for

the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

#### 2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

#### **APPENDIX TO INSTRUCTIONS TO TENDERERS**

The following information for the <u>CONSTRCUTION OF THE SPEAKER'S RESIDENCE IN</u> <u>MARALAL TOWNSHIP</u>, compliment, supplement, or amends, the provisions on the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to Tenderer's Ref	Particulars Of Appendix to Instructions to Tenders
2.1	This tender is OPEN to all National & Local Contractors. The bidder Must be in possession at least <b>NCA 6</b> and above.
2.2	A complete tender document may be obtained upon payment of a non-refundable fee of KES 1,000 in cash or The document can also be obtained <b>FREE</b> of charge from County Assembly website <u>www.samburuassembly.go.ke/dowloads</u> or Treasury <b>portal</b> <u>suppliers@treasury.go.ke.</u>
2.3	Particulars of tender security: Tenderer <b>MUST</b> submit tender security of amount <b>Ksh. 700,000</b> in the form provided below.
2.4	Form of Tender Security. The tender Security shall be in the form of Bank Guarantee from a reputable bank recognized by Central Bank of Kenya or Bid Bond issued by a Reputable insurance company.
2.5	Contact E-mail: info@samburuassembly.go.ke
2.6	ALL TENDER DOCUMENTS TO BE SUBMITTED THROUGH THE IFMIS SYSTEM <u>http://suppliers.treasury.go.ke</u> HAS INDICATED IN THE TENDER ADVERT.
2.7	<b>NOTE :</b> The instruction to tenderers' above shall apply to manual submission AND may vary in online submission.

#### SECTION III - GENERAL CONDITIONS OF CONTRACT

#### .1. Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:
  - (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
  - (c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
  - (d) "The Procuring entity" means the organization procuring the services under this Contract
  - (e) "The Contractor" means the organization or firm providing the services under this Contract.
  - (f) "GCC" means the General Conditions of Contract contained in this section.
  - (g) "SCC" means the Special Conditions of Contract
  - (h) "Day" means calendar day

#### 3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

#### 3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

#### 3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

#### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

#### 3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

#### 3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

#### 3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

#### 3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

#### 3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

#### 3.11. Termination for Default

3.11.1The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

#### 3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not

prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

#### 3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

#### 3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

#### 3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the partiesshall be written in the same language.

#### 3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

#### 3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

#### 3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

#### 3.19 EVALUATION CRITERIA

Any bidder who **FAILS** to submit any of these documents is automatically disqualified from the entire procurement process.

SERIAL NUMBER	
1	Must submit the Certificate of incorporation
2	Must submit tax compliance certificate which is valid.
3	Must fill the <b>Form of Tender</b> in the format provided.
4	Must submit a dully filled up business questionnaire in the format provided.
5	Must submit Certificate from the National construction Authority Category 6 & Above for the current year and a copy of the current.
6	Must submit a Bid Bond of the Sum KSH. 700,000
7 8 9 10	Must submit a copy of the audited accounts for the last 3 year Must submit copies of PIN Certificate Must submit Litigation History– fill the litigation form and should be signed by the commissioner of Oaths. Submitted bid documents MUST be sequentially serialized (paginated) on every printed page and bound.

#### **TECHNICAL EVALUATION**

Bidders must score 70% and above in this category in order to be considered for financial evaluation.

NO	EVALUATION ATTRIBUTE	WEIGHTING SCORE	MAX SCORE
T.S.1	Proof of works of similar magnitude and complexity undertaken in the last five years (at least three projects).	similar projects (at least Kshs. 5M worth) with their certified completion certificates from the client's <b><u>40 marks</u></b>	40 marks
T.S.2	Adequate equipment for the specified type of works.	<ul> <li>Office – Ownership or lease documents – 5Marks</li> <li>Concrete mixers – 5Marks</li> <li>Excavator – 5 Marks</li> <li>Lorry – 5 Marks</li> </ul>	20 marks
T.S.3	Key personnel for the specified type of works	<ul> <li>CVs or documents for         <ol> <li>Site Manager – 10 Marks</li> <li>Clerk of Works – 5 Marks</li> <li>Site Foreman - 3 Marks</li> <li>Unskilled labour - 2 Marks</li> </ol> </li> </ul>	20 marks
T.S.4	Financial capability – To provide audited accounts for the last 2 Years	<u>AVERAGE TURN- OVERS</u> 5 Million and Above – 20 Marks 3 Million and Above – 15 Marks 1 Million and Above – 5 Marks Below 1 Million – 0 Marks	20 marks

#### Determining the lowest bidder

As the lowest financial offer is allocated the maximum price score according to the indicated weighting, the highest technical score should also receive the maximum technical weighting.

The technical score of each offer should be calculated according to the formula:

<u>TW \* marks achieved</u> Highest mark

Where TW = technical weighting

The price score of each offer should then be calculated according to the formula:

<u>PW \* lowest price</u> Tenderer's price Where PV

Where PW = price weighting

#### Note: The Ratio is 70:30 Technical - Financial

The single currency for price conversions is: Kenya Shillings

The source of official selling rates is: **Central Bank of Kenya**. The date of exchange rates is: **the last date on which the proposal will be submitted**.

#### a) Combined Technical and Financial Scores

The following formula shall be used: T.S (80%) + F.S (20%) = T.T.L (100%)

- T.S = Technical Score (as evaluated above)
- F.S = Financial Score (as evaluated above)
- T.T.L = Total Score

# 3.19 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
Performance security	The performance security is 10% of the contract price.
Delivery of Services	The contract shall commence on 15days after the close of this tender.
Payment	The payment shall be made IMMEDIATELY upon the receipts of the Valuation Reports from the Engineer.
Price adjustment	The unit price will remain firm for a period of one year. In the event of the need for price variation within the contract period it will be based on the prevailing consumer price index obtained from Central Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya
Applicable law	PPDA, 2015 and other laws that may exist in relation to the service.
Notices	COUNTY ASSEMBLY OF SAMBURU HEADQUATERS, P.O. Box 3-20600, <u>MARALAL.</u> E-mail: <u>info@samburuassembly.go.ke</u>

#### SECTION VI - STANDARD FORMS

2 Notes on the standard Forms

1. **Form Of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

#### FORM OF TENDER

Date\_\_\_\_\_

To: The Clerk, County Assembly of Samburu P.O Box 3 -20600 Maralal.

#### Tender No: CAS/PROC/062/2021-22 Tender Name: CONSTRUCTION OF SPEAKER'S HOUSE IN MARALAL TOWNSHIP

Gentlemen and/or Ladies:-

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

Prices attached herewith and made part of this Tender.

3. We agree to abide by this Tender for a period of ......[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Duly	authorized	to	sign	tender	for	and	on	behalf
[Signat	ure]			[In th	e capa	city of]		
Dated this		day	y of			2021		

#### Contract Form

THIS AGREEMENT made theday of20between[name of Procurement entity] of[country ofProcuremententity] (hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_\_\_ [contract

price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements
- (c) the Details of cover
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_\_

#### **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever 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:

<b>Business</b> Name	Э		•••••							
Location of bu	usiness pr	remises	•••••							•••
Plot No										
Postal Addres										
Nature of busi	ness		••••••							
Registration C	ertificate	• No:		•••••						•••••
Maximum va	alue of	business	which	уоu	can	handle	at	any	one	time
Kshs		••••								
Name of your	bankers			В	ranch				•••••	••••
Part 2(a) – Sol	e Proprie	tor:								
Your name in	full	•••••				Age	•••••	••••		•••
Nationality			Cοι	untry c	of origi	n				•••
Citizenship de	tails	•••••				•••••				

#### Part 2(b) – Partnership

Give deta	ails of partners as follo	WS
Name	Nationality	Citizenship Details Shares
1	••••••	
2	••••••	
3		
4		
Part 2(c)	– Registered Compan	у:
Private or	r public	
Stata tha	nominal and issued a	anital of the company

State the nominal and issued capital of the company – Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares

Date...... Signature of Tenderer \_\_\_\_

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

#### TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for the provision of insurance services (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20 \_\_\_

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender 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 above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

#### PERFORMANCE SECURITY FORM

To: ..... [Name of procuring entity]

WHEREAS	
(Hereinafter	called "the tenderer") has undertaken, in pursuance of Contract
No	[reference number of the contract] dated
20	to supply
[description of	of insurance services] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THERFEFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_

#### 3 Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

#### LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

То:\_\_\_\_\_

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

#### **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:-

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

SIGNED Board Secretary

#### **A PRICING OF ITEMS**

The contractor shall be deemed to have included in his prices or rates for the various items in the bills of quantities or specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract, including relevant taxes.

#### **B. ABREVIATIONS.**

Throughout these units of measurement and terms are abbreviated and shall be interpreted as follows.

- C.M Shall mean Cubic Metre
- S.M Shall mean Square Metre
- L.M Shall mean Linear Metre
- MM Shall mean Millimeter
- KG Shall mean Kilograme
- NO. Shall mean Number
- Prs. Shall mean Pairs

B.S Shall mean the current British Standard specification published by the British Standard Institution, 2 Park street London W.I England.

- Ditto Shall mean the whole of the proceeding description expect as qualified in the Description in which it occurs.
- M.S Shall mean measured separately.
- M.S Shall mean maximum density.

## MEASURED WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO.1 SUBSTRUCTURES(ALL PROVISIONAL)				
	Site clearance				
A	Clear site of works of shrubs, bush and small trees, grub up roots and burn the debris	SM	741.15		
В	Excavate to remove topsoil average depth 150mm from ground level	SM	741.15		
С	Excavate to reduce levels average depth 200mm starting from strip level	SM	741.15		
	Excavations and Earth Works				
D	Excavate trenches for strip fdns not exceeding 1500mm deep commencing from stripped level.	СМ	143.9		
E	Excavate Column base not exceeding 1500mm deep commencing from stripped level.	СМ	109.01		
F	Extra over to rock irrespective of class.	ITEM	1		
	Filling				
G	Return, fill and ram round the foundations.	СМ	147.62		
	Disposal				
Н	Load and cart way debris	СМ	64.65		
G	Allow all necessary planking and Strutting, and site free from water	ITEM	2,500		
	TOTAL CARRIED AWAY TO COLLECTION PAGE 04				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Imported filling				
А	300mm Approved well Compacted hardcore Hardcore filling laid under the floor slab.	СМ	103.23		
	Quarry dust blinding				
В	50mm thick levelled and compacted	SM	344.1		
	Damp proof membrane				
С	500 gauge polythene laid under surface beds	SM	344.1		
	Anti-termite treatment				
D	Chemical anti-termite treatment executed by an approved specialist under a ten year guarantee to surface of hardcore	SM	344.1		
Е	<b>Plain concrete 1:4:8</b> Blinding under foundations and bases, thickness 50mm	SM	104.64		
F	<b>Vibrated reinforced concrete class 20/20</b> Foundation strip	СМ	6.39		
G	Column Bases	СМ	18.17		
Н	Beds, Thickness 100mm	SM	344.1		
Ι	Columns	СМ	4.19		
	Total carried to collection below				
	Collection				
	Brought forward from page 11				
	Brought down from above				
	TOTAL CARRIED TO SUMMARY PAGE 25				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Reinforcement (all provisional)				
	High yield deformed steel bar reinforcement to BS4461				
А	12mm diameter	KG	569		
В	16mm diameter	KG	1,944		
С	8mm diameter	KG	793		
	Steel mesh fabric reinforcement to BS4483				
D	Layer of mesh fabric reinforcement laid in slab or bed with 200mm side and end laps (Measured net-no allowance made for laps) Ref: A412 weighing 2.22Kg per Square meters	SM	344.1		
	Formwork				
Е	Sides of foundations	SM	239.8		
F	Sides of column bases	SM	55.9		
G	Sides of column	SM	53.75		
Н	Load bearing natural stone rough dressed natural stone walling in cement sand Mortar reinforced with 20 gauge hoop iron ties 25mm wide and 450mm girth cast into concrete one end and built into mortar joint of foundation walling. Walling thickness 200mm.	SM	207.79		
	TOTAL CARRIED TO SUMMARY PAGE 25				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 2				
	SUPERSTRUCTURE WALLING				
	WALLING				
A	150mm thick well-dressed natural stone walling				
	in mortar mix1:3 reinforced with hoop iron for	\$M	479.51 1		
	every alternate course.(Ground floor)				
В	<ul> <li>150mm thick well-dressed natural stone walling in mortar mix1:3 reinforced with hoop iron for every alternate course.(First floor)</li> <li>Vibrated reinforced concrete class 20/20.</li> </ul>	SM	1546.05		
C	Ring beams	СМ	14.39		
D	Ditto fist floor	СМ	46.38		
		CM	14.10		
E	Columns	СМ	14.19		
F	150mm thick Suspended slab	SM	394.81		
G	Ditto to car port suspended slab	SM	45		
	Reinforcement High yield deformed steel bar reinforcement to BS 4461				
Н	12mm Diameter to beams.	KG	569		
I	Ditto first floor	KG	1833		
J	10mm Diameter bar to suspended sabs	KG	5,015		
K	8mm diameter	KG	1334		
	Formwork				
L	Sides of the column	SM	194.4		
М	Sides and soffits of beam	SM	119.88		
N	Soffits of suspended slab	SM	394.81		
	TOTAL OF ELEMENT 02 CARRIED TO SUMMARY PAGE 25				

	ROOF CONSTRUCTION, COVERING AND RAINWATER DISPOSAL	UNIT	QTY	RATE	AMOUNT
	Wrought cypress treated as described and with a moisture content not exceeding 12%				
А	Rafters size 150 × 50mm	LM	313.92		
В	Purlins size 50 × 50mm	LM	513.7		
С	Ridge boards size 150 by 50mm	LM.	26.35		
D	King post size 150 by 50mm	LM	137.7		
E	Struts and Tie and collar piece size 150 by 50mm	LM	1085.94	Ļ	
F	Fascia board size 225 by 25mm	LM	73.71		
G	Wall plates bolted (Bolts and holes included) size 100 by 50mm	LM	515.35		
	ROOF COVERING				
	Coloured decra roofing tile or any other approved roofing mater				
	ELEMENT NO. 4				
Н	Coloured Decra roofing tile or other equal and approved roofing materials size 3000mm by 750mm with end and side laps as recommended by manufacturer and with matching ridgeS	SM	556		
	TOTAL CARRIED TO COLLECTION PAGE 9				

ITEM	DESCRIPTION	UNI	г оту	RATE AMOUNT
	RAINWATER DISPOSAL			
	24 gauge light pressed, galvanized mild steel, purpose made, ready primed box gutters jointed with mastic and fixed to fascia with brackets to BS 1091			
A	Size 150mm Diameter.	LM	73.71	
В	Extra for outlet in box gutter , diameter 100mm	NO	3	
С	Extra for bend	NO	3	
D	Extra for stopped end	NO	3	
	24 Gauge light pressed galvanized mild steel purpose made ready primed down pipes jointed with mastic and fixed to walls with brackets to BS 1091			
E	Diameter 100mm	LM	11	
F	Extra for swan neck offset in pipe diameter	NO	3	
G	Extra for shoe in pipe diameter	NO	3	
	TOTAL CARRIED TO COLLECTION PAGE 9			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Testing				
А	Allow for testing the whole of the rainwater disposal installation to the satisfaction of the engineer and for replacing any defective work free of charge	ITEM	1		
	Total carried to collection below				
	<u>Collection</u>				
	Brought forward from page 8				
	Brought forward from page 9				
	Brought down from above				
	TOTAL OF ELEMENT 04 CARRIED TO SUMMARY PAGE 25				

ITEM	DESCRPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 5				
	<u>WINDOWS</u>				
	Precast concrete trimming finished fair on all exposed faces				
А	Cills, size 300 by 75mm	LM	129		
В	Mesh reinforcement to BS 4483 in timber units	SM	131		
	Pelmet boxes in Wrought Cypress				
С	Window boards with one labour plugged, size 125 by 25mm	LM	33.6		
D	Pelmet fascia size 150 by 25mm	LM	33.6		
Е	Pelmet top, size 125 by 25mm	LM	33.6		
F	Boxed end of pelmet, size 150 by 125 by 25mm	NO	46		
G	Bearer Plugged, size 50 by 50mm	LM	33.6		
Н	Quadrant plugged, diameter 15mm	LM	33.6		
	Curtain tracks				
J	Brass 'H' section curtain track with gliders ( One per 100mm of track) end stops and brackets screwed at 600mm centers	NO	23		

## **TOTAL CARRIED TO COLLECTION PAGE 9**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Purpose made small panel mild steel ready primed casement window to schedule with pressed steel ventilating hood and 16mm square bar burglar proofing in openings and polished brass window ironmongery as supplied by Kens metal Industries Ltd				
A	Window overall size 2100 by 1500mm	NO	8		
В	Window overall size 1800 by 1500mm	NO	3		
С	Window overall size 1200 by 1200mm.	NO	2		
D	Window overall size 900 by 1500mm	NO	4		
E	Window overall size 900 by 900mm	NO	6		
F	<u>Clear sheet glass</u> 4mm glass and glazing to metal with putty in panels not exceeding 0.1square meter	SM	46.44		
	Total carried to collection below				
	Collection				
G	Brought forward from page 11				
Н	Brought down from above				
	TOTAL OF ELEMENT 05 CARRIED TO SUMMARY 25				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO 6 INTERNAL AND EXTERNAL DOORS				
	Doors, frames and finishing in wrought cypress				
A	45mm solid core flush door faced both sides with 3mm plywood veneered and hardwood lipped all round size 900 by 2100mm including fanlight 900 by 600mm and including all other fixing accessories.	NO	17		
	Standard steel casement door				
	Metal casement steel double leaf door in 50× 45mm RHS bottom, middle and top rails, 50×45mm RHS stiles in filled with steel panels welded to door all framed to detail overall complete with all necessary fixing accessories				
В	Door size 1800×2100mm high	NO	2		
C	Door size 2100×2100mm high	NO	2		
D	Door size 2700×2100mm high	NO	6		
	Ironmongery- supply and fix with matching screws				
Е	100mm pressed steel butt hinges.	PRS	51		
F	300mm chromium plated pad bolt with padlocks	NO	27		
G	38mm rubber door stoppers fixed to walls or floor	NO	17		
	TOTAL OF ELEMENT 06 CARRIED TO SUMMARY PAGE 25				

ITEM	DESCRIPTION	UNI T	QTY	RAT E	AMOUNT
	ELEMENT NO. 7				
	EXTERNAL FINISHES				
A	20mm Thick cement sand (1:4) render to sides of beams Externally (Ground floor)	SM	25.68		
В	Ditto to first floor Flake finish applied with a Trowel on walls over a coat	SM	27.99		
	of adhesive.				
С	20mm Thick cement sand (1:4) render to external walling's to receive wall finish	SM	256.81		
D	Ditto to first floor	SM	279.91		
E	25mm thick flake/textural finish to external walls or other equal and approved cladding material bedded and jointed in cement and sand 1:1 and pointed in coloured grouting	SM	256.81		
F	(Ground floor) Ditto first floor	SM	279.91		
	TOTAL OF ELEMENT 07 CARRIED TO SUMMARY PAGE 25				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	INTERNAL FINISHES				
	Floor finish Ceramic Tiles (non-slip)				
	(Generally)				
_	Cement sand screed paving steel trowelled				
A	smooth to receive Granito Tiles(Ground floor)	SM	287.5		
В	Ditto first floor	SM	394.81		
С	600 by 600 by 12mm thick granito tiles or other equal and approved flooring material bedded and jointed in cement and sand 1:1 and pointed in coloured grouting (Ground floor)	SM	287.5		
		SM	394.81		
D	Ditto first floor.				
Е	Ditto but 100mm high granito tile skirting(Ground floor)	LM	159.84		
F	Ditto first floor.	LM	515.35		
G	600mm x 600mm 12mm thick mezera stone sheets on cement sand screed to car port <u>Wall finish</u>	SM	56.6		
	Lime plaster				
Н	Plaster to internal surfaces(Ground floor)	SM	702.19		
Ι	Ditto to first floor.	SM	703.32		
J	Plaster to beams and gables internally both Ground floor and first floor	SM	207.56		
K	Plaster to columns <b>Wall tiling[Wash rooms, store and kitchen]</b> 300 by 300 by 12mm thick glazed tiles or other	SM	227.52		
L	equal and approved walling materialbedded and jointed in cement/sand 1:1 and pointed in coloured grouting fitted/cladded to internal surfaces of walls overall height 1200mm high.	SM	106.82		
	TOTAL OF AMOUNT CARRIED TO COLLECTION PAGE 15				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO 10				
	CEILING				
A	15mm thick two coats internal gauged plaster (1:2:9)steel trowelled smooth to soffits of suspended slabs.	SM	287.5		
В	Ditto but to soffits car port slab	SM	56.6		
C	Ditto to sides and soffits of beams	SM	47.95		
	Sawn cypress				
D	Brandering size 50 by 50mm	LM	20,582		
	Gypsum boards				
Е	8mm thick elephant gypsum sound proofing boarding with overall size 1200 x 2400mm high fixed with screws to timber brandering including aluminum stands and channels all complete with necessary fixing accessories.	SM	394.81		
F	Extra for forming trap door with gypsum framing size 600mm by 600mm	NO	1		
	Wrought cypress				
G	Mouldedgypsum cornices plugged size 100 by 50mm	LM	515.35		
	Carried down to collection				
	Collection				
Н	Brought forward from page 15				
I	Brought down from above				
	TOTAL OF ELEMENT 08 CARRIED TO SUMMARY PAGE 25				

	ELEMENT NO. 10			
	PAINTING AND DECORATING <u>ROOF</u> Prepare prime and apply one undercoat and two finishing coats of 1st quality supergloss paint to:			
A	Timber surfaces of fascia and verge boards exceeding 200mm but not exceeding 300mm girth	LM	73.71	
	Touch up primer and apply one undercoat and two finishing coats of 1st quality supergloss paint to;-			
В	General surfaces of 100mm dia. Downpipe	LM	11	
С	General surfaces of box gutter	LM	73.71	
	<u>WINDOWS</u> Prepare and apply two undercoats stainer and two finishing coats of vanish to:			
D	Timber surfaces of pelmet boxes not exceeding 100mm girth	LM	168	
	Touch up primer and apply one undercoat and two finishing coats of 1st quality supergloss paint to:			
E	General surfaces of windows and burglar bars \$ (b.s.m)	М	46.44	
	TOTAL CARRIED TO COLLECTION PAGE 17			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	DOORS				
	Prepare and apply two undercoats and two				
	finishing coats of gloss oil paint to:-				
A	General surfaces of external doors	SM	108.8		
	Prepare and apply one coat primer and two finishing coats of gloss paint to				
В	General surfaces of internal doors	SM	86.02		
	INTERNAL FINISHES				
	Prepare and apply one undercoat and two finishing				
	coats of 1 <sup>st</sup> quality silk vinyl paint to				
С	General plastered surfaces externally ( Ground floor).	SM	256.81		
D	Ditto to first floor.	SM	279.91		
E	General plastered surfaces internally ( Ground floor).	SM	702.19		
F	Ditto to first floor.	SM	703.32		
G	Plaster to beams internally and externally	SM	207.56		
н	Plaster to columns	SM	227.52		
	Prepare and apply one coat primer and two				
Ι	finishing coats of gloss paint to: General soffits of Suspended slab	SM	287.5		
J	Ditto to sides and soffits of beams	SM	47.95		
K	General surfaces of gypsum ceiling	SM	394.81		
L	Ditto to cornice <b>Total to collection below</b>	LM	515.35		
	Collection				
Μ	Brought forward from page 17 Brought forward from above				
N	TOTAL OF ELEMENT				

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ITEM	DESCRIPTION	UNI T	QTY	RATE	AMOUNT
	ELEMENT NO.6 STAIRCASE AND STAIRCASE FINISHES				
А	Labour for forming sinking in existing hardcore to receive concrete thicknessing including dressing damp-proof membrane	SUM	1		
	<u>Vibrated reinforced concrete mix 1:1½:3</u> (class 25/20mm) as described in:				
В	Steps and waist of staircase.	СМ	5.32		
С	150mm thick suspended landings.	SM	4.95		
D	Thicknessing to concrete floor bed overall 600mm wide x 100mm deep.	LM	2		
	Sawn formwork as described to:				
E	Soffits of landings.	SM	4.95		
F	Sloping soffits of staircases.	SM	11.4	1	
G	Edges of open strings of staircases maximum 300mm high including cutting to profile of steps and risers.	LM	19.02	2	
Н	Ditto closed strings maximum 150mm high ditto.	LM	19.0	2	
П	Edges of landings 150mm high.	LM	6.3		
J	Edges of risers 160 mm high.	LM	42		

	<u>Reinforcement (Provisional)</u>			
	Supplying and fix bar reinforcement including bending, hooking,tying, cutting and supporting.			
	<u>Deformed (ribbed) tensile twisted bars to B.S. 4461</u>			
L	12mm diameter bars.	KGS	138	
	<u>Staircase finishes</u> <u>Cement Sand (1:4) backing or screeds on floor slab</u> <u>or beds</u> <u>as described in finished to receive timber boarding (m/s):</u>			
M	20mm thick in landings.	SM	4.95	
N	Ditto to 300mm wide treads.	LM	42	
0	Ditto to 160 mm high risers	LM	42	
Р	Edge of open strings maximum 300mm high including forming to profile of steps	LM	19.02	
Q	Ditto closed strings maximum 150mm high ditto.	LM	19.02	
	Supply and fix non slip ceramic floor tiles as described fixed to screed(m.s) with an approved adhesive in:-			
R	Landings	SM	4.95	
S	300mm wide treads	LM	42	
Т	160 mm high risers	LM	42	
P	OTAL OF ELEMENT NO.07 CARRIED TO COLLEC AGE 0.	TION		

		UNI		RAT	
ITEM		T	QTY	E	AMOUNT
	STAIRCASE AND STAIRCASE FINISHES (Ctd)				
	Staircase finishes(Ctd)				
	Supply and fix non slip ceramic floor tiles as described fixed to screed(m.s) with an approved adhesive in:-				
A	Open strings maximum 300mm high including cutting,	LM	19.02		
В	Closed strings maximum 150mm high ditto.	LM	19.02		
C	150mm high skirting to landing	LM	6.3		
D	Extra over for forming non-slip groves to treads	LM	35		
	Plastering 15mm thick two coats internal gauged plaster (1:2:9) steel				
E	trowelled smooth to soffits of landings	SM	4.95		
F	Ditto sloping soffits of waist.	SM	11.41		
G	Ditto exposed waist 100-200mm girth.	LM	14.46		
	Balustrading				
Н	900mm high mild steel balustrading; purpose made; all welded;comprising of 60mm diameter x 3mm thick handrail welded to and including 25mm x 25mm x 3mm thick R.H.S tube, 900mm high baluster fanged at bottom and built into concrete steps at 550mm centres; 3 NO				
	60mm diameter x 3mm thick C.H.S intermediate rails welded to balusters at equal centres including welding and grinding welds smooth and priming with lead oxide primer	LM	31.5		
	and automotive spray painting with three coats gloss paint all to Architect's Approval.				
	Total Carried to Collection				
I	Brought Forward from page 20				

EM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	FITTINGS Supply and fix the following sanitary appliances complete with all the accessories including all connections to services, wastes, jointing to supply, over flows and all plugging and screwing to walls and floors Where trade names are mentioned below, the reference is intended as a guide to the type and quality of fitting				
A	Wardrobes Wardrobes overall size 3950mm x 2700mm high x 600mm deep constructed from 20mm beach laminated MDF( laminated both sides ) to door shelves and division and carcass all block together and including 25mm diameter chromium plated hanging rail along length ; 25mm x 20mm slanted blackboard in shoe shelf ; drawers; supply and fixing of all necessary painting varnishing , plastic vent to doors bearers etc. (Master bedroom )	NO	1		
В	Ditto but overall size 3500mm x 2700mm high x 600mm rest as ditto( Bedrooms 2 and 3)	NO	2		
С	Wash Hand Basin Wash hand basin, size 560×405mm, of the wall fixing type, with one tap hole and chain stay hole. Tube complete with wall brackets, chrome plated 15mm approved pillar tap, plastic 32mm diameter bottle trap with 75mm seal, chain waste and a set of fixing brackets. The wash hand basin to be as Twyford Classic and taps as Twyford Amazon or approved equivalents	NO	5		
D	<b>Toilet Roll Holder</b> Semi-recessed toilet roll holders in vitreous china, size 165mm as Twyford Ref: No. VC 9806 WH or approved equivalent	NO	6		
E	<b>Mirrors</b> 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610× 457mm plugged and screwed to wall with 4 No. chrome plated dome capped screws and 5mm thick foam back each one per bedroom	NO	5		
	TOTAL FOR Y FITTINGS CARRIED SUMMARY PAGE 25				

ITEM	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<b><u>KITCHEN FITTINGS</u></b> Supply and fix the following sanitary appliances complete with all the accessories including all connections to services, wastes, jointing to supply, over flows and all plugging and screwing to walls and floors,				
A	<b>Kitchen Sink</b> Single bowl single drainer as vanity type stainless steel sink complete with chrome plated 1 <sub>1/2</sub> bottle trap and swivel pillar type kitchen sink mixer and all other accessories including concrete top.	NO	1		
В	Low - Level Kitchen Fittings Low level kitchen fitting 47000mm wide x 900mm high comp 25mm x 25mm MDF bearers; finished in 20mm thick laminated MDF (laminated both sides) to doors, shelves and carcas all blocked together including 100mm high drawers and supply and fixing all necessary ironmongery and all other accessories (granite top m.s)	rising LM	23.1		
6	Concrete plinth and tops		2		
C D	1500mm high plinth in mass concrete 1:3:6 100mm thick top in concrete 1:2:4 class 20/20mm as described Sawn Formwork as described to: -	SM SM	3 11.55	5	
Е	Soffits of suspended slabs	SM	11.55	5	
F	Edges of slabs 75mm to 150mm high	LM	18.4		
G	B.R.C Fabric mesh reinforcement to B.S 4483 Ref. No. A98 in concrete top (measured nett- no allowance for laps)	SM	11.55	5	
Н	30mm thick backing prepared to receive granito tiles (m.s)	SM	9.2		
Ι	15mm thick two coats internal gauged plaster (1:2:9)steel trowelled smooth to soffits of suspended slabs. Supply and fixing 10mm thick polished granito tiles fixed onto concrete top (m.s)	SM	11.55	5	
J	Ditto to 100mm high fascia	SM	11.55	5	
К	Ditto to 150mm skirting on vanity top	LM	18.4		

	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	NO	1	 
L	Cut or form hole in and concrete worktop and tiles for	NO	1	
kitch	nen sink and make good			
	<u>High Level Kitchen Fitting</u>			
M	High level kitchen fitting 300mm deep x 1200mm high comprising 20mm thick laminated MDF (laminated both sides) in top, bottom, ends and vertical divisions and door including forming finger grip to bottom of door and ex and fixing of all necessary ironmongery and painting surfaces of timber with gloss paint.	SUM	1	
N	100mm thick reinforced concrete Laundry worktop in concrete 1:2:4 class 20/20mm overall size 2000mm long x 600mm deep complete with sawn formwork, plaster and painting to soffits and screed to top and BRC mesh A98 finished with granito tiles including	SUM	1	
	all necessary 100mm thick masonry sleeper walls plastered and painted/tiled and cutting hole in top and tiles for dhobi sink			
	Kitchen Store Shelving			
0	400mm wide shelving fabricated from 25mm thick plain blockboard lipped all round, fixed on metal brackets (brackets fabricated from 25 x25 x3mm R.H.S sections overall 450mm long once kneed and fixed into wall including all necessary painting and making good surfaces of wall.	LM	16	
	Shower curtain rails			
2	Supply and fix 1200mm long x 25mm diameter chromium plated pipe rail fixed by means of and including end brackets to walls	NO	5	
	Water closet(WC)			
	Flush toilet water closet, size 560×405mm, of the Western type, flush	NO	6	
	Q flow from the tank or cistern at a high water pipe controlled by flush valve, tank and valve are operated by the user by pressing a button, water mould around the top of the			
	bowl so as to rinsed the entire bowl. The water closet to be as Twyford Classic or approved equivalents			
ГОТ	AL FOR KITCHEN FITTINGS CARRIED TO SUMMARY PAGE 25			

## FOUL DRAINAGE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	WASTE WATER DISPOSAL				
	DISTRIBUTION MAHNOLES				
A	Provide materials and construct distribution manholes (50)5351 including all necessary excavations, backfilling and disposal of surplus material average depth 1.0m including all necessary trenching, pipework, haunching and connections to septic tank {m/s}.	NO	35		
В	Ditto but with medium duty manhole cover and frame to detail (50) 5313 type 'B' average depth 0.9m	NO	17		
С	Allow for testing and commissioning of the drainage works to clients/Engineer approval	ITEM	1		
	SUB-TOTAL OF FOUL DRAINAGE CARRIED TO SUMMARY PAGE 25				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT			
	<u>SUMMARY</u>							
1	SUBSTRUCTURES B/F FROM PAGE 04							
2	REINFORCED CONCRETE SUPERSTRUCTURE B	REINFORCED CONCRETE SUPERSTRUCTURE B/F FROM PAGE 05						
3	SUPERSTRUCTURE WALLING B/F FROM PAGE	06						
4	ROOF CONSTRUCTION, COVERING & RAINWAT FROM PAGE 9	Έ						
5	WINDOWS B/F FROM PAGE 11							
6	DOORS B/F FROM PAGE 12							
7	EXTERNAL FINISHES B/F FROM PAGE 13							
8	INTERNAL FINISHES AND CEILLING B/F FROM	I PAGE 1	5					
9	PAINTING AND DECORATION B/F FROM PAGE	17						
10	STAIRCASE AND STAIRCASE FINISHESB/F FRO	OM PAGE	E 20					
11	FITTINGS /F FROM PAGE 21							
12	KITCHEN FITTINGS / FROM PAGGE 23							
13	FOUL DRAINAGE / FROM PAGE 24							
	SUB-TOTAL OF BUILDER'S CARRIED TO GRA	ND SUM	IMARY 2	7				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COST AND PROVISIONAL SUMS				
А	PRIMECOST SUMS Allow provisional Sum of Kshs seven hundred thousand only (Kshs700,000.00) only for Contingencies.	SUM	1		700,000
В	Allow provisional Sum of Kshs. Seven hundred thousand only (Kshs700,000.00) only for Electrical connection (items) and other fixing accessories works to be executed by an approved specialist or a sub-contractor.	SUM	1		700,000
С	Allow provisional Sum of Kshs. six hundred thousand only (Kshs600,000.00) only for internal plumbing works connections ,pipework and other fixing accessories works to be executed by an approved specialist or a sub-contractor including allowance for commissioning of the whole works to Engineers satisfaction.	SUM	1		600,000
D	Allow provisional sum of Ksh. Three million only (3,000,000.00) for compound landscaping and cabro pavings, design layout to be approved by the Project Architect	SUM	1		3,000,000
Е	Allow provisional sum of Ksh. Three million only (3,000,000.00) for perimeter wall construction, design layout to be approved by the Project Architect.	SUM	1		3,000,000
F.	Allow provisional sum of Ksh. One million, five hundred thousand only (1,500,000.00) for gate house and staff quarters, design layout to be approved by the Project Architect	SUM	1		1,500,000
G.	Allow provisional sum of Ksh. Five hundred thousand only (500,000.00) for construction of garden gazeebo, design layout to be approved by the Project Architect	SUM	1		500,000

H.	PROVISIONAL SUMS Allow provisional sum of Ksh eight hundred and thousand only (Kshs 800,000) for project and documentation and administration.	SUM	1	800,000
I.	Allow provisional sum of Kshs. Five Hundred thousand only(500,000) for construction of 10000x10000mm septic tank, complete with soak pit.	SUM	1	500,000
	TOTAL OF PROVISIONAL SUMS CARRIED TO GRAND SUMMARY PAGE 27			10,000,000

ITEM	DESCRIPTION	TENDERER USE		OFFICIAL USE				
		AMOUNT	CTS	AMOUNT	CTS			
	GRAND SUMMARY							
A.	MEASURED WORKS FROM GRAND SUMMARY PAGE 25.							
В	PROVISIONAL SUMS FROM PAGE 26							
	SUB-TOTAL							
	TOTAL SUM CARRIED TO FORM OF TENDER							
	CONTRACT DURATION WEEKS AMOUNT IN WORDS							
	NAME OF TENDERER ADDRESS: SIGN/STAMP:							
	DATE:							
	WITNESS NAME:							
	ADDRESS:							
	SIGN:							
	DATE:							