

NAIROBI CITY COUNTY



ROADS, PUBLIC WORKS & TRANSPORT SECTOR

BID DOCUMENT FOR THE REHABILITATION OF MUKARARA ROAD, WAIHAKA WARD

TENDER No. NCC/RPW&T/T/427/2016-2017

Chief Officer-Roads, Public Works &
Transport Sector
Nairobi City County
P.O. Box 30075 - 00100
NAIROBI

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SECTION A:
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS.

1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites bids for Works Contract as described in the bid documents. The successful bidder will be expected to complete the Works within the contract period inserted in the Form of Bid.
- 1.2 Bidders shall include the following information and documents with their bids, unless otherwise stated:
- (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last three (3) years;
 - (c) experience in works of a similar nature and size for each of the last three (3) years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned or proposed for hire;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) Authority to seek references from the bidder's bankers.
 - (g) Bidders are required to attach copies of the PIN, VAT certificates from Income Tax and Value Added Tax Departments, Current Tax Compliance Certificate, Current Single Business Permit and receipt as proof of purchase of the Bid Document.
 - (h) Certificate of Registration with the Ministry of Roads
 - (i) Original letter of invitation to bid and original payment receipt of bid document.
- 1.3 The bidder shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible or liable for those costs.

Bidders may obtain clarifications during normal working hours at the office of the Deputy Director (OS & PMIU) City Hall Room 220..

- 1.4 The bidder, at the bidder'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 bid

and entering into a contract for construction of the Works. The costs of visiting the site shall be at the bidder's own expense.

- 1.5 Successful bidders are expected to hire 80% of the labour from the project area.

2. Bid Documents

- 2.1 The complete set of bid documents comprises the documents listed here below and any addenda issued in accordance with Clause 2.4 here below:-

- (a) Instructions to Bidders
- (b) Form of Bid
- (c) Conditions of Contract and Appendix to Conditions of Contract
- (d) Specifications
- (e) Bills of Quantities
- (f) Other materials required to be filled and submitted in accordance with these Instructions and Conditions of Contract.

- 2.2 The bidder shall examine all instructions, forms and specifications in the bid documents. **Failure to furnish all information required by the bid documents shall result in rejection of his bid.**

- 2.3 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to bid. The employer will respond to any request for clarification received earlier than four [4] days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all persons issued with bidding documents, including a description of the inquiry, but without identifying its source.

- 2.4 Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or facsimile to all bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the employer.

- 2.5 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer shall extend, as necessary, the deadline for submission of bids in accordance with Clause 4.2 here below.

3. Preparation of Bids

- 3.1 All documents relating to the bid and any correspondence shall be in English Language.

- 3.2 The bid submitted by the bidder shall comprise the following:-
- (a) The Bid;
 - (b) Priced Bill of Quantities
 - (c) Any other information required to be completed and submitted by bidders.
- 3.3 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of bids, shall be included in the bid price submitted by the bidder.
- 3.4 The rates and prices quoted by the bidder 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 Bids shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.
- 3.7 The bidder shall prepare one original of the documents comprising the bid documents as described in these Instructions to Bidders.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the bid shall be stamped and initialed by the person or persons signing the bid.

Bidders shall satisfy themselves that the bid documents are complete.

4. Submission of Bids

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

4.2 Bids shall be delivered to the employer at the address specified above not later than the time and date specified in the Invitation to Bid.

4.3 The bidder shall not submit any alternative offers unless they are specifically required in the bid documents.

Only one bid may be submitted by each bidder. Any bidder who fails to comply with this requirement will be disqualified.

4.4 Any bid received after the deadline for opening bids will be returned to the bidder un-opened.

4.5 The employer may extend the deadline for submission of bids by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

5. Bid Opening and Evaluation

5.1 The bids will be opened in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the invitation to bid.

5.2 The bidders' names, the total amount of each bid and such other details as may be considered appropriate, will be announced at the opening by the employer. The employer will also prepare minutes of the bid opening, including the information disclosed to those present.

5.3 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's officials, processing of bids or award decisions may result in the rejection of his bid.

5.4 Bids 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 bid amount as stated in the Form of Bid and the corrected bid figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Bid shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the bid amount and the corrected bid sum as a percentage of the Corrected Builder's Work (i.e. corrected bid sum less P.C. and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all Builders' 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 bid will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid may be rejected and the second lowest bidder as evaluated shall be awarded.

5.5 To assist in the examination, evaluation, and comparison of bids, the employer at his discretion, may request [in writing] any Bidder for clarification of the bid, 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 bid price or substance of the bid shall be sought, offered or permitted.

5.6 The bidder shall not influence the employer on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. Any effort by the bidder to influence the employer or his employees in his decision on bid evaluation, bid comparison or Contract award may result in the rejection of the bid.

6. Award of Contract

6.1 The award of the Contract will be made to the bidder who has offered the lowest evaluated bid price.

6.2 Notwithstanding the provisions of clause 6.1 above, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

6.3 The bidder whose bid has been accepted will be notified of the award prior to expiration of the bid validity period in writing or by 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 notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security and signing the Contract Agreement.

- 6.4 The Contract Agreement will incorporate all agreements between the employer and the successful Bidder. It will be signed by the employer and sent to the successful bidder, within 30 days following the notification of award. Within 21 days of receipt, the successful bidder will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

APPENDIX TO INSTRUCTIONS TO BIDDERS

Clause No 1 - Bidders are notified that the works are funded by the **Nairobi City County** under the **County Development Fund**.

Clause 5.4 - Substantially responsive bids will undergo arithmetic errors. Contrary to contents of this clause pertaining to correction of errors, this shall not be applicable in compliance to Section 82 of the Public Procurement and Asset Disposal Act 2015.

SECTION B:
CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT PART I

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 bid [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the bid [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 whose bid to carry out the Works has been accepted by the employer.

“The Contractor’s Bid” is the completed bidding 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 Bid,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities

3. Employer's Representative's Decisions

3.1 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 authorised 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 the Bidder enters no rate 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 bid) 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 herebelow (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 0.01 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.

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 hereabove.

- (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 disfavour 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.

CONDITIONS OF CONTRACT PART II

General

The Conditions of Contract Part II (Conditions of Particular Application), modify and supplement like numbered clauses in the Conditions of Contract Part I (General Conditions). Both parts shall be read together, with the Conditions of Particular Application prevailing in the case of conflict or discrepancy. Clauses of the General Conditions not specifically modified and supplemented shall remain in effect.

Definitions and Interpretation

- a) The “Employer” shall be the Nairobi City County represented by the “County Secretary”.
- b) The “Employer’s Representative” shall be the “Chief Officer, Roads, Public Works & Transport, Nairobi City County”.
- c) The “Engineer” shall be the “Director of Roads, Nairobi City County”.
- d) Bidders are notified that the works are funded by the Nairobi City County under the County Development Fund.

Contract Documents

2.1 Amend this clause so as to read: -

The following documents shall constitute the Contract and shall be interpreted in the following order of priority: -

- a) Agreement,
- b) Letter of Acceptance,
- c) Contractor’s Bid,
- d) Conditions of Contract,
- e) Specifications,
- f) Bills of Quantities.

The Site

7.1 Amend this clause to read: -

The employer shall give possession of some or all parts of the site to the contractor as determined by the Employer’s Representative.

Bills of Quantities

Delete the phrase “/Schedule of Rates” from Clause 12.1 entirely.

Delete the Clause 12.2 entirely

Payment Certificates and Final Account

Delete the Clause 14.1 and replace with the following: -

The Contractor shall be paid be paid for work done on monthly basis subject to minimum value for each certificate being KShs. 500,000/-.”

Delete the first line in Clause 14.2 and replace with the following: -

“Upon satisfying Clause 14.1 above, The contractor shall submit to the employer’s his application for payment.”

Add Clause 14.5 to read: -

14.5 “The employer shall retain 10% of the value of works done in every Interim Payment Certificate up to a limit of 5% of the Contract Sum. The retention shall be due for payment upon issuance of certificate of making good defects.”

Liquidated Damages

16.1 Amend the first line of this clause to read: -

“The Contractor shall pay liquidated damages to the employer at the rate of KShs. 25,000/- per week for each week that the work is not completed within the contract period except in the case of any occurrences listed under Clause 9.2.”

22 Site Meetings

Add Clauses 22.1 and 22.2 to read: -

22.1 “The Employer’s Representative shall convene regular site meetings for which reasonable notice shall be given to the contractor. A record of deliberations in form of minutes shall be made and circulated by the Employer’s Representative to all in attendance.”

23 Defects Liability Period

Add Clauses 23.1 to read: -

23.1 “A defects liability period of 180 days shall be in place.”

APPENDIX TO CONDITIONS OF CONTRACT

The Employer is NAIROBI CITY COUNTY
P.O. BOX 30075-00100
NAIROBI

The Employer's Representative is CHIEF OFFICER – ROADS, PUBLIC WORKS
& TRANSPORT
NAIROBI CITY COUNTY
P.O. BOX 30075-00100
NAIROBI

The Contract name and identification number is **QUOTATION NO.
NCC/RPW&T/T/427/2016-2017 - REHABILITATION OF MUKARARA ROAD,
WAITHAKA WARD**

The Works consist of **excavation of unsuitable material, grading and
gravelling, culverts and drainage works and other works as specified in the
specifications and bills of quantities.**

The Start Date shall be within 14 days of possession of site.
The contract duration is as stated in the Form of Bid.

The documents as stated in Clause 2.1 Form the Contract.

The Site Possession Date shall be as instructed.

The Project Site is located around off Waithaka Shopping Centre, Waithaka Ward.
within the jurisdiction of the Nairobi City County.

The Defects Liability Period is 180 days.

The name and Address of the Employer for the purposes of submission of bids is

COUNTY SECRETARY
NAIROBI CITY COUNTY
P.O. BOX 30075-00100
NAIROBI

The bid opening date, time and place is specified in the letter of invitation to bid.

The amount of performance security in the form of a bank guarantee shall be five
(5) percent of the Contract Price.

SECTION C

STANDARD FORMS

STANDARD FORMS

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FORM OF BID

TO: COUNTY SECRETARY
NAIROBI CITY COUNTY
P.O. BOX 30075-00100
NAIROBI

_____ [Date]

Dear Sir,

RE: Quotation No. NCC/RPW&T/T/427/2014-15 – REHABILITATION OF MUKARARA ROAD, WAITHAKA WARD.

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities 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]
2. We undertake, if our bid 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 _____ **weeks**.
3. We agree to abide by this Bid for a period of **Ninety (90) days** from the closing date of submissions, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a Formal Agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign bids for and on behalf of

[Name and address of Bidder]

Witness; Name _____
Address _____

Signature _____ Date _____

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between City Council of Nairobi of P.O. Box 30075, 00100 Nairobi GPO (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 **“Contract No. NCC/RPW&T/T/427/2016-2017 – REHABILITATION OF MUKARARA ROAD, WAITHAKA WARD”** (hereinafter called “the Works”) located near Waithaka Shopping Centre, Waithaka Ward and the Employer has accepted the bid 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 Bid
 - (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
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 _____

PERFORMANCE BANK GUARANTEE

TO: COUNTY SECRETARY
NAIROBI CITY COUNTY
P.O. BOX 30075-00100
NAIROBI

_____ (Date)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of **Quotation No. NCC/RPW&T/T/427/2016-2017 – REHABILITATION OF MUKARARA ROAD, WAITHAKA WARD** dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____ Date _____

QUALIFICATION INFORMATION

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: _____

1.2 Principal place of business _____

2. Works of similar nature performed in the last three (3) years. Attach Completion Certificates.

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE* OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

*Value in KShs using Central Bank of Kenya mean exchange rate at a reference date 30 days before date of tender opening.

3. Details of work under way or committed, including expected completion date.

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMEN-CEMENT	DATE OF COMPLE-TION	TOTAL VALUE OF WORKS KSHS.)	% COMPLETE TO DATE

I certify that the above Works are being carried out by ourselves and that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

4. Major items of Contractor's **Plant and Equipment** for carrying out the Works. List all information as requested below and if plant or equipment is owned, **attach proof of ownership.**

S/No.	Item	Minimum Specifications	Number Required	Number Owned	Number Proposed for Hire
(i)	Tipper or Truck	Capacity 7 to 8 tons	1		
(ii)	Self Propelled Steel Roller	8 - 12 Tonnes Vibratory	1		
(iii)	Pedestrian Roller	0.5 – 1.0 Tonne Vibratory	1		
(iv)	Others				

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

5. Qualifications and experience of **key personnel** for administration and execution of the Contract. List all information as requested below and **attach biographical data.**

S/No.	Item	Minimum Qualification	Number Required	Number Available
(i)	Site Agent	Ordinary Diploma in Civil Engineering from Kenya Polytechnic or approved equivalent and at least seven (7) years experience.	1	
(ii)	Surveyor	Ordinary Diploma and at least five (5) years experience in engineering survey works.	1	
(iii)	Foremen	KCSE or "O" Level or Approved Equivalent and at least ten (10) years experience.	2	
(iv)	Others			

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

- 6. Financial reports for the last three (3) years:** balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

- 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.

- 8.** Name, address and telephone, E-mail and facsimile numbers of banks that may provide reference if contacted by the Employer.

- 9.** Statement of compliance with the requirements of Clause 1.2 of the Instructions to Bidders.

- 10. Proposed program (work method and schedule)** for the whole of the Works.

BID QUESTIONNAIRE

Please fill in block letters.

1. Full names of bidder;

.....

2. Full address of bidder to which bid correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of bidder;

.....

4. Telex of bidder;

.....

5. Name of bidder's representative to be contacted on matters of the bid during the bid period;

.....

6. Details of bidder's nominated agent (if any) to receive bid notices. This is essential if the bidder does not have his registered address in Kenya (name, address, telephone, telex);

.....

.....

Signature of Bidder

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.....

(Attach copies of the following)

Current Single Business Permit No..... Expiring date.....

PIN Certificate No. VAT Certificate No.

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

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 Bidder 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 bid.

- (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 Bidder)

Date

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorised to receive on his behalf correspondence in connection with the Tender.

.....
(Name of Tenderer's Representative in block letters)

.....
(Address of Tenderer's Representative)

.....
(Signature of Tenderer's Representative)

DECLARATION FORM

Date _____

To _____

The bidder i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

SECTION D:
SPECIFICATIONS & DRAWINGS

SPECIFICATIONS

THE STANDARD AND SPECIAL SPECIFICATIONS

STANDARD SPECIFICATION

The contract will be administered in accordance with the "Standard Specification and Directions for Measurement and Pricing for Road and Bridge Works" published by the Ministry of Transport and Communications. The version applicable is that issued in 1986.

SPECIAL SPECIFICATION

GENERAL

This **Special Specification** is supplementary to the **Standard Specification** and the two must be read in conjunction. In any case where there appears to be conflict between the two then Special Specification will take precedence.

LOCATION AND EXTENT OF THE WORKS

The works to be executed under the contract consist of grading, excavation and spoil of unsuitable materials, filling, gravelling and drainage rehabilitation.

The Site is located off Waithaka Shopping Centre, Waithaka Ward within the jurisdiction of the Nairobi City County.

COMPLIANCE WITH SPECIFICATION

All materials, plant, labour and workmanship in and connected with the execution of the works shall be the best of their respective kinds without regard to any trade terms and the contractor shall comply in these and all other respects with the following clauses and shall carry out the contract in a proper and workmanlike manner and in strict accordance with the specifications and the Engineer's instructions.

TEST CERTIFICATES

When instructed by the Engineer, the Contractor shall submit certificates of Test from the suppliers of materials and goods to be used for contract to the Engineer. Such certificates shall certify that the materials or goods concerned have been tested in accordance with requirements of the Specification and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

APPROVAL OF SUPPLIERS

The contractor's attention is drawn to his obligations with regard to quality and delivery schedule of materials and goods obtained from his suppliers. Should the

Engineer at any time be dissatisfied with any goods and materials intended for delivery to the Employer he shall be empowered to reject such goods and materials and shall order that others of acceptable quality replace them. The cost of removal and the new supplies shall all be borne by the contractor.

SPECIFICATIONS FOR GRAVEL MATERIAL

(a) Definition

Gravel is any materials whose composition shall be of lateritic gravel, quartzitic grave, calcareous grave, decomposed rock, soft stone, coral rag, clayey sands and crashed rock. It shall exclude vegetable matter loam, topsoil or clay.

(b) Sources of Material

The material shall be sourced from

1. Borrow pits
2. Spoil Areas.
3. Excavation in cuttings

(c) Material grading

The material shall be that in composition such that it shall provide a smooth curve within and approximately parallel to the following envelope: -

Sieve mm	Percentage by weightpassing
37.5	100
28	85 – 100
20	85 – 100
14	65 – 100
10	55 – 100
5	35 – 92
2	23 – 77
1	18 – 62
0.425	14 – 50
0.075	10 – 40

The material shall also confirm to the following: -

CBR at 95% MDD (Modified AASHTO) & 4 days soak	Min 30
Los Angeles Abrasion	Max 50
Aggregate Crushing Value (ACV)	Max 35
Plasticity Index	Max 15
Plasticity Modulus	Max 25

SPECIFICATIONS FOR BUILDING STONE

All building stone shall be capable of withstanding when wet a crushing stress of 1.4 Kg/sq mm. The City Engineer shall approve the source of stone and stone supplied there from shall be free from magadi, overburden, mudstone, cracks,

stand holes, veins, laminations and other imperfections. The stone shall be chisel dressed into true rectangular blocks, with each surface even and at tight angles to all adjoining surfaces, to the size specified. For exposed stonework, the maximum permissible variations of any of the specified dimensions shall be 6mm provided that cut stone, supplied as rock face may be hammer dressed on one face, or on one end, if in other respects it conforms with this specification. Stones shorter than 37mm will not be accepted. Unless the City Engineer allows otherwise, the contractor shall at his own expense provide and dress 100mm cubes of stone for testing. The stone shall be sound when tested in accordance with BS 1438. Media for biological percolating Filters, Appendix B (Sodium Sulphate Soundness test) except that: -

1. The treatment shall be repeated for 10 cycles only; and
2. The second criterion of failure shall be amended to allow for a loss of weight of not more than 20% of its original weight.

SPECIFICATION OF QUARRY CHIPS

(a) Sources of Material

The material may be obtained from existing commercial quarries

(b) General requirements

The rock from which the stones are obtained shall comply with the following requirements: -

1. ACV - Max 40%
2. LAA - Max 30%
3. SSS - Max 12

The stones shall be free from excess of flat or elongated particles, soft and less durable rock, clays, loam, topsoil and other deleterious matter. The stones shall be of such grading and size that they pack firmly when laid by hand. The larger stones shall have a maximum dimension slightly greater than the thickness of required compacted layer and be of a shape acceptable to the City Engineer. The smaller stones shall have a reasonably uniform grading and be of a nominal size suitable for filling surface roads to be approved by the City Engineer. The nominal size of the smaller stones will be in the order of 50.

SECTION E:

BILLS OF QUANTITIES

BILLS OF QUANTITIES

A. PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, General and Special Conditions of Contract and Technical specifications.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the Engineer and valued at the rates and prices tendered in the prices Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the prices Bill of Quantities shall, except insofar as it is otherwise under the Contract, maintenance, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. A rate or priced shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by the Contract Price.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Works.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the Directions for Measurement and Pricing included in the Standard Specification and Directions for Measurement and Pricing for Roads and Bridge Construction published by the Ministry of Transport and Communications Kenya, except where these Directions are specifically varied by the Special Specification.
8. Errors will be corrected in accordance with Clause 26 of the Instructions to Bidders.
9. The following abbreviations apply in the Bill of Quantities:

Unit**Abbreviation**

Metre	m
Square Metre	m ²
Cubic Metre	m ³
Lump Sum	Sum
Kilometre	Km
Kilogram	Kg
Litres	Lts.

Item	Description	Unit	Quantity	Rate KShs	Amount
BILL No 1- GENERAL					
1.01	Provide for Third Party Insurance to cover both the contract and maintenance periods as provided for in the Contract Documents.	Item			200,000.00
1.02	Allow a provisional sum of Kenya Shillings Fifty Thousand (KShs. 50,000/=) for testing of materials to be expended as directed by the Engineer.	PC Sum		50,000.00	50,000.00
1.03	E.O Item 1.02 above for attendance, overheads and profit.	%			
1.04	Allow a provisional sum of Kenya Shillings One Hundred Thousand (KShs 100,000) for construction and maintenance of Fire Hydrants and protection of all services.	PC Sum		100,000.00	100,000.00
1.05	E.O Item 1.02 above for attendance, overheads and profit.	%			
1.06	Allow a provisional sum of KShs One Hundred Thousand (KShs. 100,000/-) for landscaping works and environmental mitigation measures.	Item		100,000.00	100,000.00
1.07	E.O. Item 1.24 above for attendance, overheads and profit	%			
1.08	Allow for 2 No Project Signboards as directed by the Engineer	No	2.00		
Total Carried Forward to Summary Sheet.					

Item	Description	Unit	Quantity	Rate KShs	Amount
BILL No 5- EARTH WORKS					
5.02	Excavate in soft material to a depth not exceeding 2.0m. Rate to include shaping and carting away of surplus material to spoil.	m3	900.00		
Total Carried Forward to Summary Sheet.					

Item	Description	Unit	Quantity	Rate KShs	Amount
BILL No 8 - CULVERTS AND DRAINAGE WORKS					
8.01	Cut and shape open earth vee drains as directed by the Engineer	m	1500		
8.02	Provide, lay and joint 450 mm dia. Pipes as Engineer directs. The rates to include backfilling and compaction to drain formation level.	m	10.00		
8.03	Provide, place and compact 150mm class D (1:3:6) type C concrete bed and surround to 450 mm diameter pipes (0.4059m3/m).	m3	4.00		
8.04	Provide all materials and construct standard headwalls conforming to City Council of Nairobi Standards as directed by the Engineer. Use natural blue stone with a 1:3 cement mortar and key finish.	No.	16.00		
Total Carried Forward to Summary Sheet.					

Item	Description	Unit	Quantity	Rate KShs	Amount
10.01	<p style="text-align: center;">BILL No 10 - GRAVELLING WORKS</p> Provide, transport lay and compact gravel consisting of "Ngong Quarry stone hardcore" or equivalent as approved by the Engineer (and not Lateritic Gravel) to form a consolidated thickness of 300 mm of carriageway.	m3	2,000.00		
Total Carried Forward to Summary Sheet.					

SUMMARY SHEET

Item	Description	Amounts
	BILL NO. 1 - GENERAL BILL NO. 5 - EARTH WORKS BILL NO. 8 - CULVERTS AND DRAINAGE WORKS BILL NO. 10 - GRAVELLING WORKS	
	SUB - TOTAL 1	
	ADD 2 % FOR CONTINGENCIES	
	SUB - TOTAL 2	
	Add 16% V.A.T	
	Grand Total	

