

Item	Description	Kshs
	<p style="text-align: center;"><u>PARTICULAR PRELIMINARIES</u></p> <p style="text-align: center;"><u>NOTES ON PRICING OF ITEMS OF PRELIMINARIES</u></p> <p>Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations under each item and thus assess his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and shall nevertheless be required to comply with such and all items of preliminaries.</p> <p>A <u>Definition of Terms</u></p> <p><u>(i) Project Managers:</u> The term 'Project Manager' wherever used hereinafter and in all contract documents shall mean, Director- Slum Upgrading Department, State Department of Housing & Urban Development, P.O. Box 30119-00100 Nairobi</p> <p><u>(ii) Architect:</u> The term 'Architect' whenever used hereinafter and in all contract documents shall mean 'Architect' in State Department of Housing & Urban Development P.O. Box 30119-00100 Nairobi.</p> <p><u>(iii) Quantity Surveyor:</u> The term 'Quantity Surveyor' wherever used hereinafter and in all contract documents shall mean Quantity Surveyor in State Department of Housing & Urban Development, P.O. Box 30119-00100 Nairobi.</p> <p><u>(iv) Engineer (Structural):</u>The term 'Engineer (Structural)' wherever used hereinafter and in all contract documents shall mean Chief Engineer (Structural) Ministry of Land, Housing & urban Development, Nairobi.</p> <p><u>(v) Electrical Engineer</u> -The term 'Electrical Engineer wherever used hereinafter and in all contract documents shall mean Chief Engineer (Electrical)-BS, Ministry of Land, Housing & Urban Development, P.O. Box 30743-00100 Nairobi</p> <p><u>(vi) Mechanical Engineer:</u> The term 'Mechanical Engineer wherever used hereinafter and in all contract documents shall mean Chief Engineer Mechanical-BS, Ministry of Land, Housing & Urban Development, P.O. Box 30743-00100 Nairobi</p> <p><u>(vii) Employer</u> : The term 'Employer' wherever used hereinafter and in all Contract Documents shall mean the Principal Secretary, State Department of Housing & Urban Development, P.O. Box 30450-00100, Nairobi.</p>	
	Total carried forward to collection	

Item	Description	Kshs
A	<p><u>Particular Preliminaries (ctd)</u></p> <p><u>Definition of terms (ctd)</u></p> <p>(viii) Contractor: Means the person or firm named in the articles of agreement with whom the Employer has entered into contract and includes the legal successors in title and permitted assigns</p> <p>(ix) Works: Means the permanent works designed for the Employer by the Architect or other agents for execution by the Contractor and as described in the contract documents. It shall include work of all sub-contractors and suppliers as well as materials and goods supplied for incorporation in the Works.</p> <p>(x) Contract: The term “Contract” wherever used hereinafter and in all contract documents shall mean the letter of award of Contract, Agreement and Conditions of Contract for Building Works, Drawings, priced and signed Bills of Quantities, the schedules and other documents forming part of the contract.</p> <p>(xi) Contract Drawings: The term “Contract Drawings” wherever used hereinafter and in all contract documents shall be deemed to imply the drawing referred to in these Bills of Quantities.</p> <p>(xii) Site: Means the place or places where the permanent Works are to be carried out and to which materials and goods are to be delivered and includes workshops or other places where materials, goods or work are being prepared for incorporation in the Works either by the Contractor, sub-contractors or by others.</p> <p>(xiii) Approved, Directed and Selected: The terms “Approved”, “Directed” and “Selected” wherever used hereinafter and in all contract documents shall mean the approval, direction and selection of or by the Architect.</p> <p>(xiv) Singular and Plural: Words importing the singular only wherever used hereinafter and in all contract documents shall also include the plural and vice versa where the context requires. Persons shall include bodies corporate.</p> <p><u>Value Added Tax (Vat)</u></p> <p>The tenderer shall state the amount of V.A.T (16%) of the priced items including P.C & Provisional Sums at the Grand Summary page. Failure to do so will render his/her tender NON-RESPONSIVE and therefore disqualified automatically</p>	
	Total carried forward to collection	

Item	Description	Kshs
<p data-bbox="229 398 252 427">A</p> <p data-bbox="229 577 252 607">B</p> <p data-bbox="229 757 252 786">C</p> <p data-bbox="229 1234 252 1263">D</p>	<p data-bbox="306 331 660 360"><u>Particular Preliminaries (ctd)</u></p> <p data-bbox="306 398 724 427">DESCRIPTION OF THE WORKS The works to be carried out under this contract involves; proposed construction of social hall and associated mechanical and electrical services and civil works.</p> <p data-bbox="306 577 512 607">FLOOR AREAS The total gross floor areas is approximately 62 square metres road works is approximately 1470 square metres. The areas are given without warranty and are for guidance only. The</p> <p data-bbox="306 757 571 786">LOCATION OF SITE The site of the proposed works is located at Majengo slum Meru Town. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p> <p data-bbox="306 958 1299 1055">The Contractor is recommended to visit the site and he shall be deemed to have acquainted himself therewith as to its nature and position means of access, etc, and no claim in this connection will be allowed.</p> <p data-bbox="306 1133 1315 1193">No claim will be allowed for travelling or other expenses which may be incurred by the contractor in visiting the site preparing for the tender for the works.</p> <p data-bbox="306 1234 544 1263">MEASUREMENTS In the event of any discrepancies between the Bills of Quantities are the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager.</p>	
	<p data-bbox="592 1787 1043 1816">Total carried forward to collection</p>	

Item	Description	Kshs
------	-------------	------

<p>A</p>	<p><u>Particular Preliminaries (ctd)</u></p> <p>CLAIMS It shall be a condition of this Contract that upon it becoming reasonably apparent by the Contractor that he has incurred losses and/or expenses due to any of the Contract Conditions, or by any other reason whatsoever, he shall present such claim or intent notice to the PROJECT MANAGER within the Contract Period. No claims shall be entertained upon the expiry of the said contract period</p>	
	<p>B MATERIAL FROM DEMOLITION Any materials arising from demolition and NOT re-used shall become the property of the Government.</p>	
	<p>C CONTRACT COMPLETION PERIOD The contract completion period in accordance with condition 31 of the the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases , the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour , plant e.t.c., and working overtime all at his cost.</p>	
	<p>Total carried forward to collection</p>	

Item	Description	Kshs
------	-------------	------

	<u>Particular Preliminaries (ctd)</u>	
A	<p><u>Particulars of insertions to be made in the appendix to contract agreement</u></p> <p>The following are insertions to be made in the appendix to the Contract Agreement.</p> <p>i) Period of Final Measurement date (Condition 32) 6 Months from practical completion</p> <p>ii) Defects Liability Period date (Condition 20) 6 Months from practical completion</p> <p>iii) Date for possession of site (Condition 14) To be agreed with the Project Manager</p> <p>iv) Date for completion Eight (24) Weeks</p> <p>v) Liquidated & Ascertained damages Clause 24 (Condition 27) At the of Kshs. 5,000.00 per week or part thereof</p> <p>vi) Period if Interim Certificates Monthly</p> <p>vii) Period of honouring certificates (Condition 23) Thirty (30) days</p> <p>viii) Percentage of certified value retained (Condition 26) 10%</p> <p>ix) Limit of retention fund (Condition 26) 5% of Contract Sum</p> <p>x) Bond The bond shall be from an approved bank or Insurance Company (Condition 28)</p>	
B	<p>LABOUR CAMPS</p> <p>Labour camps shall NOT be allowed on site.</p>	
C	<p>OFFICE FOR THE 'PROJECT MANAGER'</p> <p>The Contractor shall construct a temporary site office of type described and to the satisfaction of the Project Manager. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
	Total carried forward to collection	

Item	Description	Kshs
<p data-bbox="229 344 252 376">A</p> <p data-bbox="229 443 252 474">B</p> <p data-bbox="229 779 252 810">C</p> <p data-bbox="229 958 252 990">D</p> <p data-bbox="229 1272 252 1303">E</p> <p data-bbox="229 1429 252 1460">F</p> <p data-bbox="229 1608 252 1639">G</p>	<p data-bbox="309 295 660 327">Particular Preliminaries (ctd)</p> <p data-bbox="309 344 612 376">TENDER DOCUMENTS Tender documents are as listed in Clause 3.2 of the Instructions to Tenderers.</p> <p data-bbox="309 443 485 474">SIGNBOARD Provide and erect where directed and maintain during the whole period of building operations and remove at completion an approved temporary 1No. signboards at site to the Architect's standard design and giving the title of the Works and showing the names of the Employer, Architect, Quantity Surveyor, Engineers and the Contractor with sufficient space to add the names of the Nominated Sub-Contractors and suppliers. The lettering concerning the Architect, Quantity Surveyor and the Engineer is not to be more than 50 mm high.</p> <p data-bbox="309 779 469 810">HOARDING The contractor shall be required to erect and maintain hoarding around the site for the duration of the contract. Thereafter he shall be required to demolish and clear away arisings and make good any disturbances.</p> <p data-bbox="309 958 788 990">PROGRAMME PROGRESS CHARTS The Contractor shall upon possession of the site and in agreement with the "PROJECT MANAGER" prepare a progress chart for the whole of the works. One copy shall be forwarded to the "PROJECT MANAGER" and another copy shall be retained on site on which progress shall be recorded bythe Contractor. Should any circumstance arise affecting the programme or progress ,the chart shall be modified as necessary in consultation with the "PROJECT MANAGER".</p> <p data-bbox="309 1272 788 1303">PERFORMANCE SECURITY (BOND) The Contractor should note that the Performance Security to be provided must be inform of a bank guarantee in the amount of 5% of the Contract Sum.</p> <p data-bbox="309 1429 485 1460">APPENDICES The Appendices to the Bills of Quantities shall be regarded for contract purposes as part of the Bill and shall be read and construed with the appropriate sections of the Bills if contained therein.</p> <p data-bbox="309 1608 660 1639">SUFFICIENCY OF TENDER The main Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.</p>	
	<p data-bbox="596 1823 1043 1854">Total carried forward to collection</p>	

Item	Description	Kshs
<p>A</p>	<p>Particular Preliminaries (ctd)</p> <p>GENERAL SPECIFICATIONS</p> <p>For the full description of materials ,workmanship and method of execution of the works, the Contractor is referred to the Ministry of Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which shall be followed in all respects unless it conflicts with the General and Particular Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p>In the event of such conflict , then the provisions of the General and Particular Preliminaries, Trade Preambles and these Bills of Quantities take precedence.</p> <p>B MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site of the works before payment is effected by the "PROJECT MANAGER" This is to include the materials of the Main Contractor, Sub - contractors and Nominated Suppliers.</p> <p>C ADVANCE PAYMENT</p> <p>Pursuant to the relevant clause of the Conditions of Contract, the tenderer will NOT be granted ADVANCE PAYMENT (See Appendix to Conditions of Contract)</p> <p>Advance payments on specialists works shall be paid to the respective nominated Subcontractors directly, but on similar terms.</p> <p>D NUISANCE</p> <p>The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance to the activities taking place inside. Should he do so he shall be directly responsible for such acts.</p>	
	<p>Total carried forward to collection</p>	

Item	Description	Kshs
<p>A</p>	<p>CLERK OF WORKS Allow a sum of Kenya Shillings Twenty Four (Kshs 150,000.00) only for the Clerk of Works expenses.</p> <p>Include a percentage sum of the contractor's administrative costs and profits for the above.....%</p>	
	<p>Total carried forward to collection</p>	

Item	Description	Kshs
	<p style="text-align: center;"><u>COLLECTION</u></p> <p style="text-align: center;">FROM PAGE PP/1</p> <p style="text-align: center;">FROM PAGE PP/2</p> <p style="text-align: center;">FROM PAGE PP/3</p> <p style="text-align: center;">FROM PAGE PP/4</p> <p style="text-align: center;">FROM PAGE PP/5</p> <p style="text-align: center;">FROM PAGE PP/6</p> <p style="text-align: center;">FROM PAGE PP/7</p> <p style="text-align: center;">FROM PAGE PP/8</p>	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	