

ITEM	DESCRIPTION	K.SHS
	<p><b><u>PARTICULAR PRELIMINARIES</u></b></p> <p><b>A PRICING ITEMS OF PRELIMINARIES</b> Prices <b>SHALL BE INSERTED</b> against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> <p><b>B DESCRIPTION OF THE WORKS</b> The proposed works to be carried out under this contract involves; <b>Paint Works at SHERIA HOUSE - NAIROBI</b></p> <p><b>C MEASUREMENTS</b> In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the</p> <p><b>D LOCATION OF SITE</b> The site of the proposed works is located at <b>Sheria House Nairobi</b>. 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><b>E SIGNING OF THE TENDER DOCUMENTS</b> The bidder shall append his / her signature and / or company ‘s rubberstamp on the tender document.</p>	
	<i>Carried to collection</i>	

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<p><b>A</b></p>	<p><b>DEMOLITIONS AND ALTERATIONS</b></p> <p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and</p> <p>as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p>	
<p><b>B</b></p>	<p><b>CLEARING AWAY</b></p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>	
<p><b>C</b></p>	<p><b>CLAIMS</b></p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to 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 a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.</p>	
	<p><i>Carried to collection</i></p>	

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A	<p><b>PAYMENTS</b></p> <p>The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements</p>	
B	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p>	
C	<p><b>WORKING CONDITIONS</b></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.</p>	
D	<p><b>SIGNBOARD</b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
E	<p><b>LABOUR CAMPS</b></p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>	
F	<p><b>MATERIALS FROM DEMOLITIONS</b></p> <p>Any materials arising from demolitions and not re-used shall become the property of the Employer. The Contractor shall allow in his rates the cost of transporting the demolished materials to the Employer,</p>	
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<p><b>A</b></p> <p><b>B</b></p> <p><b>C</b></p> <p><b>D</b></p> <p><b>E</b></p> <p><b>F</b></p>	<p><b>PRICING RATES</b> The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p> <p><b>SECURITY</b> The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p> <p><b>URGENCY OF THE WORKS</b> The Contractor is notified that these “ works are urgent” and should be completed within the period stated in these Particular Preliminaries.  The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p> <p><b>PAYMENT FOR MATERIALS ON SITE</b> All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p><b>EXISTING SERVICES</b> Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p><b>BID SECURITY</b> The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement.  The bid security shall, at the bidder’s option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for <b>the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.</b></p>	
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A	<p><b>PERFORMANCE BOND</b></p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>	
B	<p><b>TENDER DOCUMENTS</b></p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p>	
C	<p><b>DELIVERY OF TENDER</b></p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p>	
D	<p><b>VALUE ADDED TAX</b></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1<sup>st</sup> September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 &amp; 36 Dated 11<sup>th</sup> September 2003 operational from 1<sup>st</sup> October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p><b>NB: VAT SHALL</b> be added at the Grand summary page (GS/1)</p>	
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ITEM	DESCRIPTION	K.SHS
	<b><u>SPECIAL PRELIMINARIES</u></b>	
	<b><u>PROJECT MANAGEMENT EXPENSES</u></b>	
<b>A</b>	Provide a provisional sum of Kenya Shillings Four Hundred and Fifty Thousand (Kshs 400,000.00) only for provision of necessary Project Management Stationery & Expenses as directed by the Project Manager	450,000.00
<b>B</b>	Allow for Contractor's profit and overheads (-----%)	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
A	<p data-bbox="250 201 1224 275"><b><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></b></p> <p data-bbox="250 321 1208 394">The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p data-bbox="250 443 1198 478"><b>Period of Final Measurement</b>            3 Months From Practical completion</p> <p data-bbox="250 527 1198 562"><b>Defects Liability Period</b>                6 Months from Practical completion</p> <p data-bbox="250 611 1154 646"><b>Date for Possession</b>                    To be agreed with the Project Manager</p> <p data-bbox="250 695 1130 730"><b>Date for Completion</b>                ...8... Weeks from date of Possession</p> <p data-bbox="250 779 1154 852"><b>Liquidated and Ascertained</b>            At the rate of Kshs.. <b>35,000</b>... per week or part thereof</p> <p data-bbox="250 852 1146 905"><b>Prime cost</b> sums for which .....</p> <p data-bbox="250 905 1146 940">The Contractor desires to tender .....</p> <p data-bbox="250 968 1016 1003"><b>Period of Interim Certificates</b>                Monthly</p> <p data-bbox="250 1052 1016 1087"><b>Period of Honouring Certificates</b>                30 days</p> <p data-bbox="250 1136 967 1171"><b>Percentage of Certified Value Retained</b>                10%</p> <p data-bbox="250 1220 967 1255"><b>Limit of Retention Fund</b>                    5%</p>	
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ITEM	DESCRIPTION	K.SHS
	<p style="text-align: center;"><b><u>COLLECTION</u></b></p> <p>Brought forward from page PP/1</p> <p>Brought forward from page PP/2</p> <p>Brought forward from page PP/3</p> <p>Brought forward from page PP/4</p> <p>Brought forward from page PP/5</p> <p>Brought forward from page PP/6</p> <p>Brought forward from page PP/7</p>	
	<b>TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES</b>	



ITEM	DESCRIPTION	K.SHS
<p data-bbox="180 243 1105 275"><b>A.</b></p> <p data-bbox="180 646 526 678"><b>B.</b></p>	<p data-bbox="256 163 683 195"><b>GENERAL PRELIMINARIES</b></p> <p data-bbox="256 243 1105 275"><b>PRICING ITEMS OF PRELIMINARIES AND PREAMBLES</b></p> <p data-bbox="256 323 1256 401">Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p data-bbox="256 447 1281 600">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.</p> <p data-bbox="256 646 526 678"><b>ABBREVIATIONS</b></p> <p data-bbox="256 726 1265 842">Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.</p> <p data-bbox="256 888 850 919"><i>C.M.</i>                      Shall mean cubic metre</p> <p data-bbox="256 968 859 999"><i>S.M.</i>                      Shall mean square metre</p> <p data-bbox="256 1050 850 1081"><i>L.M.</i>                      Shall mean linear metre</p> <p data-bbox="256 1129 842 1161"><i>MM</i>                        Shall mean Millimetre</p> <p data-bbox="256 1209 859 1241"><i>Kg.</i>                        Shall mean Kilogramme</p> <p data-bbox="256 1289 802 1320"><i>No.</i>                        Shall mean Number</p> <p data-bbox="256 1369 745 1400"><i>Prs.</i>                        Shall mean Pairs</p> <p data-bbox="256 1449 1245 1526"><i>B.S.</i> - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p data-bbox="256 1575 1273 1652"><i>Ditto</i> - Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p data-bbox="256 1701 959 1732"><i>m.s.</i>                        Shall mean measured separately.</p> <p data-bbox="256 1780 951 1812"><i>a.b.d</i>                        Shall mean as before described.</p>	
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ITEM	DESCRIPTION	K.SHS
<p><b>A.</b></p>	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only</i>:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
<p><b>B.</b></p>	<p><b>EMPLOYER</b></p> <p>The "Employer" is: <b>The Solicitor General, Office of the Attorney General and Department of Justice</b></p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
<p><b>C.</b></p>	<p><b>PROJECT MANAGER</b></p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p>	
<p><b>D.</b></p>	<p><b>ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer , P.O. Box 42267, NAIROBI.</p>	
<p><i>Carried to collection</i></p>		

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A	<p><b>QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, P.O. Box 42267, NAIROBI.</p>	
B	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, P.O. Box 42267, NAIROBI.</p>	
C	<p><b>MECHANICAL ENGINEER</b></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, P.O. Box 42267, NAIROBI.</p>	
D	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works officer, P.O. Box 42267, NAIROBI.</p>	
E	<p><b>FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2000 Edition) included herein</p> <p>The Conditions of Contract are also included herein</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
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ITEM	DESCRIPTION	K.SHS
<p><b>A</b></p>	<p><b>BOND.</b></p> <p>The Contractor shall find and submit on the Form of Tender an approved bank who will be willing to be bound to the Government in an amount equal to five per cent (5) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will, when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	
<p><b>B</b></p>	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
<p><b>C</b></p>	<p><b>TRANSPORT.</b></p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
<p><b>D</b></p>	<p><b>MATERIALS AND WORKMANSHIP.</b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
<p><b>E</b></p>	<p><b>SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	
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<p><b>A</b></p>	<p><b>STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
<p><b>B</b></p>	<p><b>SAMPLES</b></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p>	
<p><b>C</b></p>	<p><b>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
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<p><b>A</b></p>	<p><b>SECURITY OF WORKS ETC.</b></p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	
<p><b>B</b></p>	<p><b>PUBLIC AND PRIVATE ROADS.</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
<p><b>C</b></p>	<p><b>EXISTING PROPERTY.</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
<p><b>D</b></p>	<p><b>VISIT SITE AND EXAMINE DRAWINGS.</b></p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
<p><b>E</b></p>	<p><b>ACCESS TO SITE AND TEMPORARY ROADS.</b></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).</p>	
	<p><i>Carried to collection</i></p>	

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<p><b>A</b></p> <p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p> <p><b>B</b></p> <p><b>OFFICE ETC. FOR THE PROJECT MANAGER</b></p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health 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 office and closet shall be completed before the Contractor is permitted to commence the works. 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> <p><b>C</b></p> <p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p><b>D</b></p> <p><b>SANITATION OF THE WORKS</b></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p>		
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
<p><b>A</b></p> <p><b>B</b></p> <p><b>C</b></p> <p><b>D</b></p> <p><b>C.</b></p>	<p><b>SUPERVISION AND WORKING HOURS</b></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p> <p><b>PROVISIONAL SUMS.</b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for</p> <p><b>PRIME COST (OR P.C.) SUMS.</b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p> <p><b>PROGRESS CHART.</b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p> <p><b>ADJUSTMENT OF P.C. SUMS.</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"</p>	
	<p><i>Carried to collection</i></p>	



ITEM	DESCRIPTION	K.SHS
<p><b>A</b></p>	<p><b>ADJUSTMENT OF P.C. SUMS. Ctd.....</b></p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
<p><b>B</b></p>	<p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
<p><b>C</b></p>	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
<p><b>D</b></p>	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	K.SHS
<p><b>A</b></p>	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
<p><b>B</b></p>	<p><b>INSURANCE</b></p> <p>The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
<p><b>C</b></p>	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
<p><b>D</b></p>	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	K.SHS
<p><b>A</b></p>	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
<p><b>B</b></p>	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
<p><b>C</b></p>	<p><b>PROTECTION OF THE WORKS.</b></p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
<p><b>D</b></p>	<p><b>REMOVAL OF RUBBISH ETC.</b></p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>	
<p><b>E</b></p>	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	K.SHS
<p><b>A.</b></p>	<p><b>GENERAL SPECIFICATION.</b></p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
<p><b>B.</b></p>	<p><b>TRAINING LEVY</b></p>	
<p></p>	<p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>	
<p><b>C.</b></p>	<p><b>MATERIALS ON SITE</b></p>	
<p></p>	<p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
<p><b>D.</b></p>	<p><b>HOARDING</b></p>	
<p></p>	<p>The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
<p><b>E.</b></p>	<p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b></p>	
<p></p>	<p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>Brought Forward From Page GP/ 1</p> <p>Brought Forward From Page GP/ 2</p> <p>Brought Forward From Page GP/ 3</p> <p>Brought Forward From Page GP/ 4</p> <p>Brought Forward From Page GP/ 5</p> <p>Brought Forward From Page GP/ 6</p> <p>Brought Forward From Page GP/ 7</p> <p>Brought Forward From Page GP/ 8</p> <p>Brought Forward From Page GP/ 9</p> <p>Brought Forward From Page GP/ 10</p> <p>Brought Forward From Page GP/ 11</p> <p>Brought Forward From Page GP/ 12</p>	
	<p><b>TOTAL FOR GENERAL PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES</b></p>	

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>SHERIA HOUSE</u></b>				
	<b><u>WALL FINISHES</u></b>				
	<b><u>Plastered Surfaces</u></b>				
	<b><u>PAINT WORKS</u></b>				
	<b><u>Rub down existing coat of paint, clean surface and prepare surface to receive new paint on:-</u></b>				
A	Walls Externally; Ground Floor	1294	SM		
B	Walls Externally; First Floor	1294	SM		
C	Walls Externally; Second Floor	1327	SM		
D	Walls Externally; Third Floor	1294	SM		
E	Walls Externally; Fourth Floor	1294	SM		
F	Walls Externally; Fifth Floor	1323	SM		
G	Walls Externally; Sixth Floor	1294	SM		
H	Walls Externally; Seventh Floor	1294	SM		
J	Walls Externally; Eighth Floor	1294	SM		
K	Walls Externally; Ninth Floor	1294	SM		
	<b><u>Prepare and apply one undercoat and two finishing coats of first quality plastic emulsion paint or equal approved to surfaces; according to manufacturer's instructions and project Manager's specifications and approval</u></b>				
L	Walls Externally; Ground Floor	1294	SM		
M	Walls Externally; First Floor	1294	SM		
N	Walls Externally; Second Floor	1327	SM		
P	Walls Externally; Third Floor	1294	SM		
Q	Walls Externally; Fourth Floor	1294	SM		
R	Walls Externally; Fifth Floor	1323	SM		
S	Walls Externally; Sixth Floor	1294	SM		
T	Walls Externally; Seventh Floor	1294	SM		
Y	Walls Externally; Eighth Floor	1294	SM		
W	Walls Externally; Ninth Floor	1294	SM		
<i>Carried to Collection</i>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>Prepare surfaces, three coats gloss oil paint; spray painted to metal surfaces;</u></b>				
A	Windows; Externally	3501	SM		
	<b><u>AG CHAMBERS</u></b>				
	<b><u>WALL FINISHES</u></b>				
	<b><u>Plastered Surfaces</u></b>				
	<b><u>PAINT WORKS</u></b>				
	<b><u>Rub down existing coat of paint, clean surface and prepare surface to receive new paint on:-</u></b>				
B	Walls Externally; Ground Floor	406	SM		
C	Walls Externally; First Floor	406	SM		
D	Walls Externally; Second Floor	406	SM		
E	Walls Externally; Third Floor	406	SM		
F	Walls Externally; Fourth Floor	406	SM		
G	Walls Internally	2136	SM		
H	Paint to Soffits of slab	1292	SM		
	<b><u>Prepare and apply one undercoat and two finishing coats of first quality plastic emulsion paint or equal approved to surfaces; according to manufacturer's instructions and project Manager's specifications and approval</u></b>				
J	Walls Externally; Ground Floor	406	SM		
K	Walls Externally; First Floor	406	SM		
L	Walls Externally; Second Floor	406	SM		
M	Walls Externally; Third Floor	406	SM		
N	Walls Externally; Fourth Floor	406	SM		
P	Walls Internally	2136	SM		
Q	Paint to Soffits of slab	1292	SM		
	<b><u>Prepare surfaces, three coats gloss oil paint; spray painted to metal surfaces;</u></b>				
R	Windows, both sides measured	609	SM		
<i>Carried to Collection</i>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>Prepare surfaces: apply three coats polyurethane clear lacquer or other equal approved: on timber surfaces: to</u></b>				
A	Over 100mm but not exceeding 200mm girth	455	SM		
	<b><u>FORTH FLOOR</u></b>				
	<b><u>WALL FINISHES</u></b>				
	<b><u>Plastered Surfaces</u></b>				
	<b><u>PAINT WORKS</u></b>				
	<b><u>Rub down existing coat of paint, clean surface and prepare surface to receive new paint on:-</u></b>				
B	Walls Internally; Societies	488	SM		
C	Walls Internally; Registry	911	SM		
D	Walls Internally; Marriages	691	SM		
	<b><u>Prepare and apply one undercoat and two finishing coats of first quality plastic emulsion paint to surfaces</u></b>				
	<b><u>i</u></b>				
E	Walls Internally; Societies	488	SM		
F	Walls Internally; Registry	911	SM		
G	Walls Internally; Marriages	691	SM		
	<b><u>EXTERNAL PAINT</u></b>				
	<b><u>Prepare surfaces and apply three coats of approved paint to mild steel metal surfaces; spray painted to approval</u></b>				
H	Metal; both sides measured	912	SM		
J	Prepare surface, provide and apply 3 coats of permanent long lasting reflective road marking paint; white in colour	450	SM		
K	Ditto but yellow in colour	450	SM		
L	Ditto but in alternate strips of black and white	450	SM		
M	Allow aProvisional Sum Kenya Shillings Four million (kshs.4,000,000.00) for remedial works		Item		
<i>Carried to Collection</i>					



ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>COLLECTION</u></b>				
	From page MW/1				
	From page MW/2				
	From page MW/3				
<b>TOTAL FOR MEASURED WORKS CARRIED TO SUMMARY</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><b><u>PRIME COSTS &amp; PROVISIONAL SUMS</u></b></p> <p><b><u>PROVISIONAL SUMS</u></b></p> <p><b><u>The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required</u></b></p> <p>Allow for Kenya Shillings One Million (Kshs 1,000,000.00) only for Contingencies</p>		ITEM		1,000,000.00
	<p><b>TOTAL FOR P.C. &amp; PROVISIONAL SUMS CARRIED TO GRAND SUMMARY</b></p>				<b>1,000,000.00</b>

ITEM	DESCRIPTION	SHS	SHS
<b><u>GRAND SUMMARY</u></b>		<b>FOR OFFICIAL USE</b>	<b>FOR CONTRACTOR'S USE</b>
1	<b>PARTICULAR PRELIMINARIES PP/8</b>		
2	<b>GENERAL PRELIMINARIES GP/13</b>		
3	<b>MEASURED WORK MW/4</b>		
4	<b>PROVISIONAL SUMS PS</b>		
<b>SUB-TOTAL</b>			
<b>14% VAT</b>			
<b>TOTAL CARRIED TO FORM OF TENDER KSHS</b>			

CONTRACTOR'S NAME,.....

ADDRESS,.....

DATE.....

SIGNATURE.....

WITNESS NAME.....

DESCRIPTION.....

.....

DATE, .....

SIGNATURE, .....