

| Item | Description | Amount KShs. |
|------|---|--------------|
| | <u>PARTICULAR PRELIMINARIES</u> | |
| A | <p>PRICING ITEMS OF PRELIMINARIES</p> <p>Prices <u>SHALL BE INSERTED</u> against items of "preliminaries" in the tenderer's priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> | |
| B | <p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract is; COMPLETION OF OFFICE BLOCK AND ASSOCIATED CIVIL, ELECTRICAL AND MECHANICAL WORKS</p> | |
| C | <p>MEASUREMENTS</p> <p>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 said Conditions.</p> | |
| D | <p>LOCATION OF SITE</p> <p>The site of the proposed works is AT THE NEW TEACHERS SERVICE COMMISSION OFFICES IN BOMET 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> | |
| E | <p>SIGNING OF THE TENDER DOCUMENTS</p> <p>The bidder shall append his / her signature and / or company's rubberstamp on each and every page of tender document.</p> | |
| F | <p>DEMOLITIONS AND ALTERATIONS</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 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> | |
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| A | <p>CLEARING AWAY</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> | |
| B | <p>CLAIMS</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> | |
| C | <p>PAYMENTS</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> | |
| D | <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</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> | |
| E | <p>WORKING CONDITIONS</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> | |
| F | <p>SIGNBOARD</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> | |
| G | <p>LABOUR CAMPS</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> | |
| H | <p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the Client</p> | |
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| A | <p>PRICING RATES</p> <p>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> | |
| B | <p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these " works are urgent" and should be completed within the period stated in these Particular Preliminaries.</p> <p>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> | |
| C | <p>PAYMENT FOR MATERIALS ON SITE</p> <p>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> | |
| D | <p>EXISTING SERVICES</p> <p>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> | |
| E | <p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.</p> <p>The 'PROJECT MANAGER' shall strictly monitor the Contractors 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 .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> | |
| F | <p>BID SECURITY</p> <p>The tenderer shall provide a Bid Security not exceeding 2% in accordance with clause 3.7 of the Instructions to Tenderer's.</p> | |
| G | <p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/9</p> | |
| H | <p>DELIVERY OF TENDER</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> | |
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| A | <p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. In accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT is to be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through interim certificates. The contractor shall include V.A.T in the Grand Summary page as indicated herein</p> <p>PROJECT MANAGERS EXPENSES</p> <p><u>Airtime</u></p> <p>B Allow PROVISIONAL SUM of Kenya Shillings FOURTY EIGHT THOUSAND (KShs. 48,000.00) only for Air time to be expended as directed by the Project Manager</p> <p>Allow for Contractor's profit and overheads (-----%)</p> <p><u>Stationery</u></p> <p>C Allow PROVISIONAL SUM of Kenya Shillings ONE FIFTY THOUSAND (150,000.00) only for Project Manager's Stationery</p> | |
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| A | <p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement 3 Months From Practical completion</p> <p>Defects Liability Period 6 Months from Practical completion</p> <p>Date for Possession To be agreed with the Project Manager</p> <p>Date for Completion 26 Weeks from date of Possession</p> <p>Liquidated and Ascertained At the rate of Kshs 25,000.00 per week or part thereof</p> <p>Prime cost sums for which</p> <p>The Contractor desires to tender</p> <p>Period of Interim Certificates Monthly</p> <p>Period of Honouring Certificates 30 days</p> <p>Percentage of Certified Value Retained 10%</p> <p>Limit of Retention Fund 5%</p> | |
| | <i>Carried to collection</i> | |
| | <p><u>COLLECTION</u></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 above</p> | |
| | TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY | |