

PARTICULAR PRELIMINARIES

| Item | DESCRIPTION | Kshs. | Cts | | | | | | |
|----------|--|----------|-----|------|-------|-------|-------|--|--|
| A | <p>PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED 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 basically involves substructure, R. C. Superstructure, pre-painted versatile roof cover, doors, windows, finishes, painting, electrical works, plumbing, drainage works, fencing e.t.c.</p> | | | | | | | | |
| C | <p>FLOOR AREA</p> <p>The overall floor area is given without warranty but for guidance only</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Building</td> <td style="width: 30%;">No.</td> <td style="width: 40%;">Area</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table> | Building | No. | Area | | | | | |
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| D | <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> | | | | | | | | |
| E | <p>LOCATION OF SITE</p> <p>The site of the proposed works are at the precinct of Taita Taveta County Assembly in Wundanyi. 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> | | | | | | | | |
| | Carried to Collection | | | | | | | | |

| Item | DESCRIPTION | Kshs. | Cts |
|----------|--|-------|-----|
| 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 claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims 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 Assembly will MAKE an ADVANCE PAYMENT of 10% of the tender sum. 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 instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p> | | |

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| Item | DESCRIPTION | Kshs. | Cts |
| A | <p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works.</p> | | |
| B | <p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboards as designed, specified and approved by the Project Manager.</p> | | |
| C | <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> | | |
| D | <p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates the cost of transporting the demolished materials to the Provincial Works office stores.</p> | | |
| E | <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, preliminaries, insurance, VAT, Withholding Tax & all to comply with the said Conditions of Contract.</p> | | |
| F | <p>WITHHOLDING TAX</p> <p>Contractor to allow for a 3% withholding tax in his rates which shall be deducted in any due payment and become payable to the commissioner of income tax.</p> | | |
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| Item | DESCRIPTION | Kshs. | Cts |
|-----------------|--|-------|-----|
| <p>A</p> | <p>SECURITY</p> <p>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</p> | <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 deems that he/she may incur by having to complete the works within the stipulated contract period.</p> | | |
| <p>C</p> | <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> | | |
| <p>D</p> | <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> | | |
| | <p>Carried to Collection</p> | | |

| Item | DESCRIPTION | Kshs. | Cts |
|----------|---|-------|-----|
| A | <p>PERFORMANCE BOND</p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 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>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p> | | |
| C | <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> | | |
| D | <p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) which requires payment of VAT on all contracts.</p> <p>The Contractor should therefore include in his rates / prices allowances to meet VAT requirements and any other Government taxes currently in force.</p> | | |
| E | <p>BID SECURITY</p> <p>Tender security is as in the letter of invitation to tender or as per the advert.</p> | | |
| | Carried to Collection | | |

| Item | DESCRIPTION | Kshs. | Cts |
|--|---|-------|-----|
| <p align="center"><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> | | | |
| A | Period of Final Measurement | | |
| | 3 Months From Practical completion | | |
| B | Defects Liability Period | | |
| | 6 Months from practical completion | | |
| C | Date for Possession | | |
| | To be agreed with the Project Manager | | |
| D | Date for Completion | | |
| | 52 weeks from date of Possession | | |
| E | Liquidated and Ascertained | | |
| | At the rate of Kshs 30,000 per week | | |
| F | Prime cost sums for which the | | |
| | | | |
| | The Contractor desires to tender | | |
| | | | |
| | | | |
| G | Period of Interim Certificates | | |
| | monthly | | |
| H | Period of Honouring Certificates | | |
| | 30 days | | |
| I | Percentage of Certified Value Retained | | |
| | 10% | | |
| J | Limit of Retention Fund | | |
| | 10 % | | |
| Carried to Collection | | | |

| Item | DESCRIPTION | Kshs. |
|----------|---|---|
| A | <p>SPECIAL PRELIMINARIES Purchase and provide 4 No. Lap top computers as per following specifications or any other equal and approved: - Toshiba S300 or any other equal and approved, 2.1ghz, core 2 duo, 2gb RAM, Bluetooth, camera, DVD writer, finger print Reader WiFi, 15.4" Xbrite, windows vista, Xp office, Autocad/Win Q.S version 5.9, TV/Fm card, with bag, mouse, cables, antivirus 2013 Allow % for contractors administrative cost and profits on above 1 No. approved U.P.S 1000 VA APC Allow % for contractors administrative cost and profits on above 1 No. printer as H.P DUPLEX PRINER Allow % for contractors administrative cost and profits on above</p> | |
| B | <p>AIR TIME Provide mobile air time worth Kshs. 1,000/= (One Thousand Shillings only) per calendar month for 10 No. MOPW Officers for fifteen months</p> <p>Allow a percentage sum for the contractor's administration cost and profit for the above (5%)</p> | <p>150,000</p> <p>7,500</p> |
| C | <p>LUNCHES Provide 2 No. lunches per person at the rate of Ksh. 500/= per calendar month for 10 No. project officers/drivers during 15 months of contract period</p> <p>Allow a percentage sum for the contractor's administration cost and profit for the above (5%)</p> | <p>150,000</p> <p>7,500</p> |
| D | <p>CLERKS OF WORKS Allow a sum of one hundred and twenty thousand Kenya (120,000/=) for clerk of works expenses to be paid at a rate of Kshs. 500/= per day</p> <p>Allow a percentage sum for the contractor's administration cost and profit for the above (5%)</p> <p>Allow a provisional sum of five hundred thousand shillings for supply and delivery of project managers stationery</p> <p>Allow a percentage sum for the contractor's administration cost and profit for the above (5%)</p> <p>Allow a sum of Kenya Shillings Five Hundred Thousand (Kshs. 500,000/=) only for Project Management team for the entire contract period</p> <p>Allow a percentage sum for the contractor's administration cost and profit for the above (5%)</p> | <p>120,000</p> <p>6,000</p> <p>500,000</p> <p>25,000</p> <p>500,000</p> <p>25,000</p> |
| | CARRIED TO COLLECTION | |

| item | DESCRIPTION | | |
|------|--|--|--|
| | <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 page PP/5</p> <p>Brought forward from page PP/6</p> <p>Brought forward from page PP/7</p> | | |
| | <p>PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY</p> | | |