

## **SECTION No. 2**

### **PRELIMINARIES**

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Item No.	Description	Amount K. Shs.
A.1	<p><b><u>PARTICULAR PRELIMINARIES</u></b></p> <p><b><u>Name of Parties</u></b></p> <p>Wherever used hereinafter and in all contract documents the following shall apply:-</p> <p>The Employer is <span style="float: right;">COUNTY ASSEMBLY OF KILIFI P.O. Box, 332 – 80200 <u>MALINDI, KILIFI COUNTY, KENYA</u></span></p> <p>The Project Manager is <span style="float: right;">Corbel Consultants, P. O. Box 87537 – GPO Mombasa 80100, <u>MOMBASA COUNTY, KENYA.</u></span></p> <p>The Quantity Surveyor is <span style="float: right;">Adam Consultants, Kuze/Nehru Roads, Old Town, P. O. Box 84289 – GPO Mombasa 80100 , <u>MOMBASA COUNTY, KENYA.</u></span></p> <p>The Structural Engineer is <span style="float: right;">HarmbiCon Technics, P. O. Box 88729 – GPO Mombasa 80100 <u>MOMBASA COUNTY, KENYA</u></span></p> <p>For the purpose of the Works which are under the control of the Quantity Surveyor, he will be deemed vested with the authority of the Architect in respect of production of these Construction documents, verifications to site measurements for interim and final valuations, claims assessment, final account agreement with the Contractor and any matter that in the opinion of the Project Manager requires his attention or direction under these conditions.</p> <p>For the purpose the Works which are under the control of the Structural Engineer, he will be deemed vested with the authority of the Project Manager in respect of the quality and sufficiency of materials and workmanship of structural Works, but not in respect of variations or any other matters which in any way affect the Contract Sum.</p> <p>For the purpose the Works which are under the control of the Services Engineer, the authority is vested with the Project Manager in respect of the design of electrical and mechanical works, quality and sufficiency of materials and workmanship building services and installations, which will include all variations or any other matters which in any way affect the Contract Sum.</p> <p>The term "the Contractor" shall mean the person or persons, partnership, firm or company, whose tender for the Works price has been accepted and who has, have, will sign(ed) this Tender and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.</p>	
	<b>To Summary K. Shs.</b>	

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Item No.	Description	Amount K. Shs.
A.2	<p><b><u>Location of and access to the Site</u></b></p> <p>The site of the proposed works is on Plot L.R. No. 2146, Malindi, Kenya. The Contractor is advised to visit Site, to familiarize himself with the nature and position of the Site. No claims arising from the Contractor’s failure to do will be entertained.</p>	
A.3	<p><b><u>Pricing items of preliminaries</u></b></p> <p>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>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 cost involved in complying with all the requirements for the proper execution of the whole of the Works in the Contract.</p>	
A.4	<p><b><u>Measurements</u></b></p> <p>The method of measurements used to prepare these Bills of Materials is in accordance with the <b>PRINCIPLE OF MEASUREMENT (INTERNATIONAL) FOR WORKS OF CONSTRUCTION</b>, published by The Royal Institute of Chartered Surveyors, 1979Edition, and such measurements and description contained in these bills shall be deemed to be full and sufficient for the purpose of this Contract.</p> <p>In the event of any discrepancy arising between the Bills of Quantities and actual works, the site measurement shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the Architect 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> <p>The following abbreviations shall be interpreted as follows:-</p> <p>CM      shall mean    Cubic metre</p> <p>SM      shall mean    Superficial metre</p> <p>LM      shall mean    Linear metre</p> <p>No.      shall mean    Numbers</p> <p>Kg.      shall mean    Kilogramme</p> <p>Prs.      Shall mean    Pairs</p> <p>MM      shall mean    millimetre</p>	
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**Preliminaries**

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<p><b>A.5</b></p>	<p><b><u>Description of the Works</u></b></p> <p>The works under this Contract shall comprise but not limited to the erection, maintenance and completion of a five storey office block complete with all associated fit outs, building and service installations all to the reasonable satisfaction of the Project Manager and in compliance with Local Authority Bye Laws</p> <p>Building works construction and completion will generally be:-</p> <p>Works below lowest ground floor finish will comprise strip footings, reinforced concrete column bases, load bearing walls founded on concrete strip footings and reinforced concrete surface beds all to Structural Engineer’s drawings, details and instructions.</p> <p>Reinforced concrete frames with suspended solid concrete slabs spanning between and supported on a grid of reinforced concrete columns with access staircases to first floor all in accordance with Structural Engineer’s details. Pitched roofs slabs constructed in reinforced concrete to Structural Engineer’s detail with upper surfaces screeded and covered with coloured cement roofing tiles on waterproof membranes.</p> <p>Load bearing walls are of 200 mm thick machine cut coral stones with reinforced concrete lintels over openings not spanned by structural beams.</p> <p>Floors finishes will vary to Employer’s taste and direct supply. Ceramic tiles to wet core areas laid on prepared screed beds. Walls externally are plastered and decorated with approved exterior weather guard paint. Internally walls are generally plastered and decorated with emulsion paint with all wet core areas having ceramic wall tiles to standard dado height for the kitchen and washrooms. Concrete ceilings are generally plastered and painted with moulded plaster cornice.</p> <p>Electrical installation will be conventional power and lighting circuit distribution system with incoming power supply by Kenya Power and Lighting Company Limited power grid network to I.E.E. regulations, and all works to meet the criteria of certification and approval by the Power Authority.</p> <p>Plumbing will comprise water supply and distribution in PPR pipes with internal drainage will be the conventional stacked system in uPVC waste and drain pipes.</p> <p>Fittings and fit outs to be as recommended by the Project Manager for supply of goods and materials and will be subject of P. C. Sums to be detailed upon completion of base build Contract. The Main Contractor to attend on their incorporation as advised by the Project Manager and the Contractor to allow necessary attendances</p> <p><b><u>Superficial Areas</u></b>– Areas given below are for guidance and no warranty for accuracy or otherwise is given or entertained</p> <table data-bbox="172 1850 1185 1955"> <tr> <td>Four storey office block</td> <td>SM</td> <td>8,676.00</td> </tr> <tr> <td>Out Buildings</td> <td>SM</td> <td>376.00</td> </tr> <tr> <td><b>TOTAL BUILT UP PLINTH AREA</b></td> <td><b>SM</b></td> <td><b>9,052.00</b></td> </tr> </table>	Four storey office block	SM	8,676.00	Out Buildings	SM	376.00	<b>TOTAL BUILT UP PLINTH AREA</b>	<b>SM</b>	<b>9,052.00</b>	
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<b>A.6</b>	<p><b><u>Form of Contract</u></b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Works (2006 Edition) included herein.</p> <p>The Conditions of Contract are also included herein.</p> <p>These are numbered from 1 to 37 as set out in pages 13 to 31 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement annexed in these tender documents.</p> <p>Please Note: - The JBC Form – Agreement and Conditions of Contract Building Works may be referred for application also on this Contract.</p>	
<b>A.7</b>	<p><b><u>Firm Price Contract</u></b></p>	
<b>A.8</b>	<p><b><u>Performance Bond</u></b></p>	
<b>A.9</b>	<p><b><u>Tender Documents</u></b></p>	
<b>A.10</b>	<p><b><u>Delivery of Tender</u></b></p>	

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Item No.	Description	Amount K. Shs.
A.11	<p><b><u>Bid Security</u></b></p> <p>The tenderer shall furnish as part of his bid, a bid security in the sum prescribed. The bid security shall, at the tenderer's option be in the form of certified cheque, Bank draft, stand by Letter of Credit or Guarantee from a reputable bank located in Kenya or foreign bank that has been determined to acceptable to the government of Kenya. The format of the bank guarantee shall be in accordance with one of the sample forms of bid security included in post qualification. Other formats may be permitted subject to prior approval of the government Letters of Credit, bank guarantee issued as security bid shall be valid for 30 days beyond the validity of the bid.</p>	
A.12	<p><b><u>Value Added Tax – VAT</u></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 allowances 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. 34 &amp; 36 dated 11<sup>th</sup> September 2003 operational from 1<sup>st</sup> October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted 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 AT regulations have been complied with.</p>	
A.13	<p><b><u>Insurances</u></b></p> <p>The Contractor shall insure as required in Clauses 22 and 23 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>	
A.14	<p><b><u>Bond</u></b></p> <p>The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound by the County Government in the amount equal to five percent (5%); of the Contract amount for the due performance 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 additions of any limitations) on the same day as the Contract Agreement is signed, by the County Government, the Contractor shall furnish within seven days another Surety to the approval of the County Government.</p>	

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	<p><b><u>GENERAL PRELIMINARIES</u></b></p>	
A.15	<p><b><u>Plant, tools and vehicles</u></b></p> <p>The Contractor shall be responsible for the provision of all plant, tools and vehicles and workmen required for the Works except insofar as may be stated otherwise herein or except for such items specifically and only required for the use of and provided by Nominated Sub-Contractors as described herein.</p> <p>Provision of all necessary temporary scaffolding for the proper carrying out and completion of the whole Works.</p> <p>No timber used for scaffolding, formwork or similar purpose shall be used afterwards in the permanent work</p>	
A.16	<p><b><u>Transport</u></b></p> <p>The Contractor shall be responsible for transport of workmen, materials. Etc., to and from the Site at such hours and by such routes as may be permitted by the Authorities.</p>	
A.17	<p><b><u>Materials and Workmanship</u></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 order materials to be obtained from local sources as early as necessary to ensure that they are on Site when required for use in the Works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
A.18	<p><b><u>Sign for Materials supplied</u></b></p> <p>The Contractor will be required to sign a receipt for all articles and/or materials supplied by the Project Manager at the time of taking delivery thereof, as having received them in good order and condition and will therefore be responsible for any loss or damage and for replacement 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>	
A.19	<p><b><u>Storage of Materials</u></b></p> <p>The Contractor shall provide at his own risk and cost where directed on the Site weather proof lock – up shed and make good damaged or disturbed surfaces upon completion to the satisfaction of the Project Manager. Nominated Sub – Contractors to be made liable for the cost of any storage accommodation provided especially for their use.</p>	

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<b>A.20</b>	<p><b><u>Samples</u></b></p> <p>Samples of proposed materials and workmanship shall, if required by the Project Manager, be submitted for approval, and those samples will be left on site by the Project Manager who shall have power to reject all such materials and condemn such workmanship that does not correspond with the approved samples</p>																													
<b>A.21</b>	<p><b><u>Tests</u></b></p> <p>The Project Manager may, whenever he considers it desirable, test any materials before they leave the maker's premises as well as after delivery on the site and the Project Manager shall be at liberty to reject any materials after delivery should he consider them unsatisfactory, notwithstanding the preliminary test and approval of the materials at the maker's premises. The costs of these tests are to be borne by the Contractor.</p> <p>When directed by the Project Manager, samples of materials (the samples being taken by approved sampling methods) are to be supplied by the Contractor for laboratory tests and shall be delivered by the Contractor at his own cost to the Project Manager office or as otherwise directed.</p> <p>The Contractor shall allow for all expenses in connection with the testing of materials as specified hereunder including the supply and preparation of materials and their packing and conveyance to the nearest Materials Testing Laboratory, laboratory charges, etc. The following items of tests will be measured according to the number of tests actually called for by the Architect, only successful tests will be included in the measurements and for payment:-</p>																													
	<table border="1"> <thead> <tr> <th data-bbox="172 1435 675 1507">Type of Test</th> <th data-bbox="679 1435 831 1507">Quantity</th> <th data-bbox="836 1435 987 1507">Rate</th> <th data-bbox="992 1435 1241 1507">Amount Shs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="172 1514 675 1585">Water Test (1 Litre)</td> <td data-bbox="679 1514 831 1585">3</td> <td data-bbox="836 1514 987 1585"></td> <td data-bbox="992 1514 1241 1585"></td> </tr> <tr> <td data-bbox="172 1592 675 1664">Sand Test (0.1 cubic metre)</td> <td data-bbox="679 1592 831 1664">3</td> <td data-bbox="836 1592 987 1664"></td> <td data-bbox="992 1592 1241 1664"></td> </tr> <tr> <td data-bbox="172 1671 675 1742">Aggregate Test (0.1 cubic metre)</td> <td data-bbox="679 1671 831 1742">3</td> <td data-bbox="836 1671 987 1742"></td> <td data-bbox="992 1671 1241 1742"></td> </tr> <tr> <td data-bbox="172 1749 675 1910">Steel reinforcement (1 Linear metre mild steel bar or high yield steel bar of assorted sizes from 25 mm to 6 mm)</td> <td data-bbox="679 1749 831 1910">5</td> <td data-bbox="836 1749 987 1910"></td> <td data-bbox="992 1749 1241 1910"></td> </tr> <tr> <td data-bbox="172 1917 675 1989">Concrete cube tests ( a set of four )</td> <td data-bbox="679 1917 831 1989">50</td> <td data-bbox="836 1917 987 1989"></td> <td data-bbox="992 1917 1241 1989"></td> </tr> <tr> <td data-bbox="172 1995 675 2065">Concrete Blocks (testing of various strengths in accordance with B.S.S.</td> <td data-bbox="679 1995 831 2065"></td> <td data-bbox="836 1995 987 2065"></td> <td data-bbox="992 1995 1241 2065"></td> </tr> </tbody> </table>	Type of Test	Quantity	Rate	Amount Shs.	Water Test (1 Litre)	3			Sand Test (0.1 cubic metre)	3			Aggregate Test (0.1 cubic metre)	3			Steel reinforcement (1 Linear metre mild steel bar or high yield steel bar of assorted sizes from 25 mm to 6 mm)	5			Concrete cube tests ( a set of four )	50			Concrete Blocks (testing of various strengths in accordance with B.S.S.				
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	- One test comprises 6 blocks)	5			
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Item No.	Description	Amount K. Shs.
<p><b>A.21</b></p>	<p><b><u>Tests (cont'd)</u></b></p> <p>The Contractor shall allow for other testing of materials apart from the above, required by these specifications and he shall be deemed to have allowed for all expenses in completing such tests, including costs of labour, materials, equipment, transport, charges of the testing authority, overheads, etc.</p> <p>The Contractor shall, whenever so instructed by the Project Manager, cut out sections of work executed or samples of materials incorporated therein and shall deliver them where directed for the purpose of testing.</p> <p>All work disturbed shall be made good forthwith by the Contractor. All costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the Contractor unless the result of the test shows that the materials etc., are in accordance with this Contract.</p>	
<p><b>A.22</b></p>	<p><b><u>Security of Works, etc.</u></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 and/or damage and the protection of the public.</p>	
<p><b>A.23</b></p>	<p><b><u>Government Acts regarding Work people</u></b></p> <p>The Contractor shall allow for complying with all Government Acts, Order 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 provision 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 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 organization of the Works, supply and control of Labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	

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Item No.	Description	Amount K. Shs.
<b>A.24</b>	<p><b><u>Public and private roads and services</u></b></p> <p>The Contractor shall be responsible for all damage to roads, (whether public or private), crossovers, services and the like arising out of, or in the course of, or by reason of, the execution of the works and shall be responsible for observing any bye laws or other regulation imposed by a competent authority regarding the keeping of such roads free from mud, filth, etc., arising as aforesaid.</p>	
<b>A.25</b>	<p><b><u>Access to Site and Temporary roads</u></b></p> <p>Means of access to the Site shall be agreed with the Project Manager prior to commencement of the Works and the 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, bridges, etc., 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.</p>	
<b>A.26</b>	<p><b><u>Area to be occupied by the contractor</u></b></p> <p>The area of the Site which may be occupied by the Contractor for use as storage and for the purpose of erecting workshops, etc., shall be agreed between the Project Manager and the Contractor.</p>	
<b>A.27</b>	<p><b><u>Water and electricity supply for the Works</u></b></p> <p>The Contractor shall at his own expense provide on the site a plentiful supply of piped clean water, electric light and power required for use in the Works.</p> <p>The Contractor shall also provide and install all necessary temporary services, pipe runs, cocks, storage etc. that may be required and connect up the temporary services at such point or points and in such a manner as may be approved by the Architect. The Contract Sum shall be deemed to include for all fees and charges and for all temporary services and clearing away on completion, and for the cost of all water used for the works.</p>	

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<b>A.28</b>	<p><b><u>Office, etc. for the Project Manager</u></b></p> <p>The Contractor shall provide and maintain where convenient and directed on site an approved lock-up office building for the sole use of the Consultants with a floor area not less than 50 square meters.</p> <p>The office shall be constructed with a concrete or wooden floor at least 150 mm above ground level and the walls internally are to be lined with fibreboard or similar material. The external door to be lockable and three keys are to be provided for the lock and handed to the Architect. The office to be furnished with a table and chairs, of sufficient size and number for site meetings.</p> <p>The office to be furnished with a table and chairs, of sufficient size and number for site meetings, a plan chest and pin – up boards.</p> <p>Electric lights, one power point, ceiling fans are also to be provided.</p> <p>The Contractor shall supply cleaning and attendance on the above.</p> <p>Copies of the Drawings and Contract Document shall be kept in this office at all times</p>	
<b>A.29</b>	<p><b><u>Temporary Latrines</u></b></p> <p>Temporary latrines shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Local Authorities and Project Manager.</p> <p>The latrines shall be enclosed with framing and corrugated sheet steel roofs, sides and partitions. Their location shall be agreed with the Project Manager and the Works shall not be commenced before the sanitary accommodation has been approved by the above mentioned Authorities.</p> <p>The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticides and on completion of the Works, the latrines and any temporary drains shall be removed and all works and surfaces disturbed made good and the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and Local Authorities</p>	

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<b>A.30</b>	<p><b><u>Progress chart and progress reports</u></b></p> <p>Immediately after signing the Contract the Contractor is to prepare a time and progress chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the Contract. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades or tasks. Where the Contract is made up of individual buildings a separate chart shall be provided for each.</p> <p>Upon the letting of Sub – Contracts the Contractor is to incorporate similar times and details of each separate Sub – Contractor's work (which information is to be provided by the Sub – Contractor) and the chart shall be so designed to accommodate this information.</p> <p>At the end of each week the Contractor is to mark on the chart, in a different colour, the actual time taken to complete the respective stages and sections of the work.</p> <p>The Contractor shall also show upon the chart the anticipated weekly labour strength required upon the site (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed.</p> <p>Copies of the completed chart are to be supplied to the Project Manager.</p>	
<b>A.31</b>	<p><b><u>Prime Cost (P.C. Sums)</u></b></p> <p>The Words “Prime Cost” (or the initials “P.C.”) wherever appearing in the Bills of Quantities shall mean net exclusive of any trade, cash or other discount whatsoever but inclusive of the cost of packing, carriage and delivery. Such cost shall be the sums due to the Sub – Contractor or Supplier after adjustments where applicable in respect of measurements or rates.</p> <p>The Contractor shall be responsible for supplying all Nominated Sub – Contractors with sufficient information to enable them to prepare their schemes and working drawings, (if any), and shall also be responsible for ensuring that any work carried out by him in connection with the sub – contracted work shall conform with this information including such dimensions as may be agreed with the Nominated Sub – Contractors.</p>	

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Item No.	Description	Amount K. Shs.
<b>A.32</b>	<p><b><u>Adjustments of Prime Cost (P.C. Sums)</u></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 attendances (as previously described) following P.C. Sum shall be adjusted pro – rata to the physical extent of the work executed (not pro – rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows as a percentage in the rate column in respect of them.</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 Bills 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>	
<b>A.33</b>	<p><b><u>Contractor's Supervision</u></b></p> <p>The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a competent and authorized Agent or General Foreman, approved by the Project Manager (which approval may be withdrawn at any time) constantly on the works. Such authorized Agent or General Foremen shall give his whole time to the supervision of the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Architect or his representative.</p> <p>No work shall be carried out at night or on gazetted holidays unless authorized by the Architect in writing.</p>	
<b>A.34</b>	<p><b><u>Temporary Hoarding</u></b></p> <p>The Contractor shall allow for any fences which he considers necessary during construction work. The fence shall be not less than 2.40 m high, neat and uniform in appearance to the approval of the Project Manager. The fence shall be a sufficient obstacle to prevent the ingress of unauthorized persons or children and shall be complete with all necessary padlocked entrance gates, fans and screens as may be requisite to ensure the safety of the public or adjoining owners and of the works.</p> <p>The Contractor shall supply, erect and maintain the fence, gates, fans and screens, obtain all necessary licenses and pay all fees in connection therewith, the amounts of which</p>	

	shall be deemed to be included in the Contract Sum. The Contractor shall allow for moving or adapting the fencing as and when required during the progress of the works and shall dismantle and remove at completion of the work, but not until all danger to the public has passed and shall make good all work disturbed.	
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**To Summary K. Shs.**

**Preliminaries**

SECTION No. 2      PRELIMINARIES

Item No.	Description	Amount K. Shs.
<b>A.35</b>	<p><b><u>Sign board</u></b></p> <p>The Contractor shall allow for erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
<b>A.36</b>	<p><b><u>General scaffolding</u></b></p> <p>Provide all scaffolding, (tubular steel or similar), that may be required for the works.</p> <p>The use of standing scaffolding by Nominated Sub-Contractors and the provision of special scaffolding for them are included in the items of general and special attendance in Provisional and PC Sums.</p>	
<b>A.37</b>	<p><b><u>Training Levy</u></b></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 on all Contracts of more than Shs 50,000/- in value and his tender must include for all costs arising or resulting there from.</p>	
<b>A.38</b>	<p><b><u>Kenya Bureau of Standards Levy</u></b></p> <p>The Contractor's attention is drawn to the recent debate regarding the payment of Legal Notice No. 267 of June 1990 and to this Levy. The Contractor's must include for all costs arising or resulting therefrom.</p>	
<b>A.39</b>	<p><b><u>Details to be private and confidential</u></b></p> <p>The Drawings Specification and Contract Document applicable to this Contract are restricted by copyright.</p> <p>The Contractor shall treat the details of this Contract as private and confidential for his own information only and shall not publish or disclose the details of the Contract in any trade or technical paper or elsewhere (except as necessary for the purpose hereof) without the previous consent in writing of the Employer.</p>	
<b>A.40</b>	<p><b><u>Removal of plant and rubbish</u></b></p> <p>The Contractor shall, upon completion of the Works remove and clear away all</p>	

	<p>temporary buildings, plant, rubbish and unused material, and shall leave the whole of the Site of the Works in a clean and tidy state to the satisfaction of the Project Manager.</p> <p>He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find his own dump site and shall pay all charges in connection therewith</p>	
<b>To Summary K. Shs.</b>		

**Preliminaries**

SECTION No. 2      PRELIMINARIES

Item No.	Description	Amount K. Shs.																								
<b>A.41</b>	<p><b><u>Final cleaning of building and site</u></b></p> <p>Before handing over any building the Contractor shall properly clean all floors and finished surfaces, clean glass inside and outside and leave all sanitary and other appliances in full working order. He shall also cut and weed all grassed areas clean down external steps, paths and roads and leave the whole in perfect condition ready for occupation.</p>																									
<b>A.42</b>	<p><b><u>Occupation Certificate, etc.</u></b></p> <p>At the completion of the Works, the Contractor shall in conjunction with the Sub – Contractors apply for and obtain occupation certificates, etc. from the Local or Statutory Authority and see that all certificates are duly issued in accordance with laid down current Bye – Laws.</p>																									
<b>A.43</b>	<p><b><u>Rebate for Materials and equipment available on Site</u></b></p> <p>The Employer had secured from the previous Main Contractor some building materials, shuttering items, sheds for storage of materials and the like which are available on Site. These are to be transferred to the accepted and nominated Tenderer, the tenderer is accordingly advised to allow for the necessary rebate on those items which are meant for use on this Contract.</p> <p>The following items of preliminaries are existing on site and are to be adopted for use and maintenance by the tenderer:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Item</th> <th style="width: 15%;">Quantity</th> <th style="width: 15%;">Rate</th> <th style="width: 30%;">Amount Shs.</th> </tr> </thead> <tbody> <tr> <td>Hoarding – Item A.34</td> <td>LM 180</td> <td></td> <td></td> </tr> <tr> <td>Offices – Mabati construction</td> <td>SM 57</td> <td></td> <td></td> </tr> <tr> <td>Site store – Mabati construction</td> <td>SM 77</td> <td></td> <td></td> </tr> <tr> <td>Temporary latrine</td> <td>SM 6</td> <td></td> <td></td> </tr> <tr> <td>Water storage tank for construction</td> <td>CM 11</td> <td></td> <td></td> </tr> </tbody> </table>	Item	Quantity	Rate	Amount Shs.	Hoarding – Item A.34	LM 180			Offices – Mabati construction	SM 57			Site store – Mabati construction	SM 77			Temporary latrine	SM 6			Water storage tank for construction	CM 11			
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**Preliminaries**

SECTION No. 2      PRELIMINARIES

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	12. Assorted timber scantling, etc.	Item			
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**Preliminaries**

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