

PART NO. 2 - GENERAL PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	<p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices shall be inserted against items of preliminaries in the Contractor's priced Bills of Quantities and Specifications.</p> <p>The Contractor shall be deemed to have included in his prices or rates for various items in the Bills of Quantities of Specifications for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p>	
B	<p>Throughout these bills, units of measurement and terms are abbreviated and shall be interpreted as follows</p> <p>CM Shall mean cubic metre</p> <p>SM Shall mean square metre</p> <p>LM Shall mean linear metre</p> <p>MM Shall mean millimetre</p> <p>KG Shall mean kilogram</p> <p>NO Shall mean numbers</p> <p>PRS Shall mean pairs</p> <p>BS Shall mean the British Specification published by the British Standard Institution , 2 Park Street, London W.1 England</p> <p>DITTO Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>M.S Shall mean measured separately</p> <p>a.b.d Shall mean as above described.</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p>Attendance; 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 and shall be deemed to include: allowing use of standing scaffolding, mesh 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 the works; clearing away rubbish; unloading checking providing electric power and removing and replacing duct covers, pipe chasings and the like necessary for the execution and testing of Sub-Contractor's work and being responsible for the accuracy of the same.</p> <p>Fix Only; "Fix Only" Shall mean take delivery on site where necessary, distribute to position, hoist and fix only.</p>	
B	<p>THE EMPLOYER</p> <p>The term "Employer" and "Client" wherever used in the Contract Document shall be synonymous.</p>	
C	<p>PROJECT MANAGER</p> <p>The term "PM" wherever used in this Bills of Quantities shall be deemed to imply the Project Manager as defined in Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Employer. The Project Manager shall be deemed to mean County Works Secretary of P.O. Box 332-80200, MALINDI.</p>	
D	<p>ARCHITECT</p> <p>The term Architect shall be deemed to mean Messrs. Whintto Architects (K) Ltd. of P.O. Box 89253-80100, MOMBASA, Tel. Nos. +254-412312455, Cell: +254 (0) 723 926 458, +254 (0) 733 283274 Fax: +254 412456 E-Mail: whinttoarchitects@whinttogroup.co.ke</p>	
E	<p>QUANTITY SURVEYOR</p> <p>The term "Quantity Surveyor" shall be deemed to mean the firm of Messrs. Shelta Cost Solutions Ltd. of P.O Box 12827- 00400 NAIROBI. Tel: 020-2314899 Cell: +254 (0) 724 262 253 Email: sheltacost@gmail.com</p>	
	Carried to Collection	KSHS

ITEM	DESCRIPTION	KSHS
A	<p>SERVICES ENGINEER</p> <p>The term "Services Engineer" shall be deemed to mean the Firm as appointed by the employer.</p>	
B	<p>STRUCTURAL & CIVIL ENGINEER</p> <p>The term "Structural & Civil Engineer" shall be deemed to mean Messrs. Utmost Consultants Ltd of P.O. Box 83660-80100, MOMBASA, Tel. Nos. 2229926, Cell: +254 (0) 722 411 228, E-Mail:</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all necessary scaffolding, plants, 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 use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork, or temporary works of any kind should be afterwards in the permanent works.</p>	
B	<p>TRANSPORT</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 competent Authorities in liaison with the PROJECT MANAGER.</p>	
C	<p>MATERIALS AND WORKMANSHIP</p> <p>All materials and workmanship used in the execution of the works 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 for materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purposes of ordering materials.</p>	
D	<p>SIGN FOR MATERIALS SUPPLIED</p> <p>The Contractor shall be required to sign receipts for all articles and materials supplied at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any such loss or damage and for replacement of such any loss with articles and/or materials which shall be supplied at the current market prices including Customs Duty and VAT, all at the Contractors own cost and expenses, to the satisfaction of the PROJECT MANAGER.</p>	
E	<p>STORAGE OF MATERIALS</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 specifically for their use.</p>	
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ITEM	DESCRIPTION	KSHS
A	<p>SAMPLES</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. The PROJECT MANAGER may reject any materials or workmanship in his opinion not to the approved sample. The PROJECT MANAGER shall arrange for testing of such materials as he/she may at his/her 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 Ministry of Public Works</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except for those in connection with nominated subcontractor's work.</p>	
B	<p>GOVERNMENT ACT REGARDING WORK PEOPLE ETC.</p> <p>Allow for complying with Government Acts, order and Regulations in connection with the employment of Labor 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 of 1950 and the tenderer must include for all costs arising or resulting from compliance with any Act Order or Regulation relating to insurance, pensions, and holidays for work people or so the safety and welfare of the work people. The Contractor must make himself fully acquainted with current Acts and Regulations including police regulations regarding movements, housing, security and control of labor, labor camps, passes for transport etc. It is important that the Contractor before tendering obtain information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor etc: and allow accordingly in his tender. No claim shall be entertained for lack of knowledge in this respect.</p>	
C	<p>SECURITY OF WORKS, ETC.</p> <p>The Contractor shall be entirely responsible for the security of the works, materials, plant, personnel etc, both his own and subcontractor's and must provide all necessary watching, lighting and precautions necessary to ensure security against theft, loss or damage and the protection of the public.</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>PUBLIC AND PRIVATE ROADS</p> <p>Maintain as required throughout the execution of the works and make good any damage to Public or Private roads arising from or subsequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Manager.</p>	
B	<p>EXISTING PROPERTY</p> <p>The Contractor shall take every precaution to avoid damage to existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damages arising from the execution of this Contract at his own expense at his own cost to the satisfaction of the Project Manager.</p>	
C	<p>VISIT THE SITE AND EXAMINE DRAWINGS</p> <p>The Contractor is advised to examine the drawings and SHALL be required to visit all the site location of which is described in the Particular Preliminaries hereof in liaison with PROJECT MANAGER. He shall be deemed to have acquainted him/ herself therewith as to nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this advice shall be entertained.</p>	
D	<p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of accessing 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 road for the transport of materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings or any other means of accessing the site. Upon completing the works, the Contractor shall remove temporary access roads, temporary culverts etc; and make good; reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.</p>	
E	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for site office, storage and for the purpose of erecting workshops etc; shall be defined on the site by the PROJECT MANAGER.</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>OFFICE FOR THE PROJECT MANAGER</p> <p>The Contractor shall erect and maintain where directed on site and afterwards dismantle the site office of the type noted in Particular Preliminaries, complete with furniture. He shall also provide strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including connections to the drain where applicable in conformity with Public Health Authorities and shall provide services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to completion of the works and thereafter dismantle and make good disturbed surfaces. The office and the closet shall be erected before the contractor is permitted to commence the works. The Contractor shall make available on 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 measure.</p>	
B	<p>WATER AND ELECTRICITY SUPPLY</p> <p>The Contractor shall provide at his own risk all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangement for connection to the nearest suitable water mains available and for metering the water used. He must also provide temporary water tank 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 arrangement for augmenting this supply at his own cost.</p>	
C	<p>SANITATION</p> <p>The sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the PROJECT MANAGER.</p>	
	Carried to Collection	KSHS

ITEM	DESCRIPTION	KSHS
A	<p>PRIME COST OR PC SUMS</p> <p>The term "Prime Cost or PC Sum" whenever used in these Bills of Quantities shall be expended upon the authority of the Project Manager.</p>	
B	<p>PROGRESS CHART</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 Subcontractors; 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>	
C	<p>ADJUSTMENT OF P.C SUMS</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 (as previously described) following P.C Sums shall be adjusted to the physical extent of the work executed (not pro-rata to the amount paid) and shall apply even though the Contractors Priced Bills shows 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 the Bills of Quantities, profit and attendance will be allowed as it would be if the work were executed by a Nominated Sub-contractor.</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>ADJUSTMENT OF PROVISIONAL SUMS</p> <p>In the final account all Provisional Sums shall be deducted and the amount properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such works shall be valued as described for Variations in Condition No.22 of the Conditions of Contract, but the value of such work or articles for the work to be supplied by a Nominated Subcontractor, the value of such work or article to be supplied by a Nominated Supplier, the value of such work or article 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>	
B	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated Sub-contractors, the Main Contractor shall enter into a Sub-contract as described in Condition No.7 of the Conditions of Contract 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 the facilities in these Preliminaries. They should price for these with the nominated Subcontract Contractor's work concerned in the P.C Sums under the description "Add for Attendance".</p>	
C	<p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Employer 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>	
D	<p>ATTENDANCE UPON OTHER TRADESMEN ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or any other persons employed for the execution of any work not included in this Contract every facility for carrying out the work and for use in his ordinary scaffolding. The Contractor, however, shall perform such carting 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>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>INSURANCE</p> <p>The Contractor shall insure as required and as outlined in the Appendix to the Conditions of Contract. No payment on account in respect of the works shall be made to the Contractor unless he/she has satisfied the PROJECT MANAGER either by production of an Insurance Policy certificate that the foregoing Insurance Clauses have been complied within 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 receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
B	<p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to re-measurement 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 be left uncovered for a reasonable period of time to enable all measurements needed 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/she shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken afterwards reinstate at his own expense.</p>	
C	<p>ALTERATION TO BILLS, PRICING ETC.</p> <p>Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and in any case be ignored. The Contractor shall be deemed to have made allowance in his/her 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 prices of each item before they will be accepted.</p>	
D	<p>BLASTING OPERATIONS</p> <p>Blasting shall 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>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from excavations shall be the property of the Client. 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 for materials which the Contractor will 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 materials so used at a price to be agreed.</p>	
B	<p>PROTECTION OF THE WORKS</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 nevertheless have been done at completion free of cost to the to Government.</p>	
C	<p>REMOVAL OF RUBBISH ETC.</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>	
D	<p>WORKS TO BE DELIVERED UP CLEAN</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 metal work and leave the whole of the buildings water tight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
A	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the works and notes for pricing, the Contractor is referred to Ministry of Public Works and Housing General Specification dated 1976 or any subsequent revision thereof, and which shall be allowed for in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
B	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971 which requires payment by Contractor of a Training levy at the rate of 1/4% of the Contract Sum on all Contracts of more than Kshs. 500,000.00 in value.</p>	
C	<p>MATERIALS ON SITE</p> <p>All materials for incorporation into 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 Subcontractors and Nominated Suppliers.</p>	
D	<p>HOARDING</p> <p>The Contractor shall <i>where necessary</i> enclose the site of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100x50mm timber posts firmly secured at 1800mm centres with two 75x50mm timber rails. The Contractor is in addition required to take precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
E	<p>CONTRACTOR'S SUPERINTENDENCE/ SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English and Kiswahili speaking Agent 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>	
	Carried to Collection	KSHS

ITEM	DESCRIPTION	KSHS
	<p>COLLECTION</p> <p>Brought Forward form Page 127</p> <p>Brought Forward form Page 128</p> <p>Brought Forward form Page 129</p> <p>Brought Forward form Page 130</p> <p>Brought Forward form Page 131</p> <p>Brought Forward form Page 132</p> <p>Brought Forward form Page 133</p> <p>Brought Forward form Page 134</p> <p>Brought Forward form Page 135</p> <p>Brought Forward form Page 136</p> <p>Brought Forward form Page 137</p> <p>Brought Forward form Page 138</p>	
	<p>TOTAL FOR PART NO.2 CARRIED TO GRAND SUMMARY</p>	<p>KSHS</p>