

PART NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
<p>A</p> <p>PRICING ITEMS FOR PRELIMINARIES</p> <p>Prices shall be inserted against items of 'preliminaries' in the tenderer's priced Bill of Quantities. The Contractor is advised to read and understand all preliminaries. Preliminary items not priced shall be deemed to have been included in the rates of items in the Bill of Quantities.</p> <p>B</p> <p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract comprise construction of perimeter wall complete with electric fence, gates and gate houses and all associated services installations.</p> <p>MEASUREMENTS</p> <p>In the event of discrepancy between the Bill of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any Contract documents shall immediately be reported 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> <p>C</p> <p>LOCATION OF THE SITE</p> <p>The site is located in Malindi within the County of Kilifi.</p>		
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
<p>A</p>	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate, upon completion of the works, remove, clear away all plants, equipment, rubbish, unused materials, stains and leave in a clean tidy state to the satisfaction of the Project Manager.</p> <p>The whole of the works shall be distinctively delivered up clean, complete, and perfect condition in every respect to the satisfaction of the Project Manager.</p>	
<p>B</p>	<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 claim shall be entertained upon the expiry of the said Contract period.</p>	
<p>C</p>	<p>PAYMENTS</p> <p>Payment will be done on monthly basis or at an interval deemed necessary for the continuity of the works by the Project Manager on application by the Contractor. All payments shall be made by Client Department upon certification by the Project Manager. Any Sub-contractors shall be paid through the Main Contractor. The Main Contractor must confirm that they have paid sub-contractors to be eligible for subsequent certificates.</p>	
<p>D</p>	<p>PREVENTION OF ACCIDENTS, DAMAGE OR LOSS</p> <p>The Contractor is notified that the works are to be carried out on a fairly busy and delicate site with children where learning is going on among other normal activities. He/she is therefore instructed to take reasonable care in the execution of the works so 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 expenses he deems necessary by taking such care within the site.</p>	
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ITEM	DESCRIPTION	KSHS
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>SIGN BOARD.</p> <p>Allow for providing, erecting, maintaining throughout the Contract period and clearing afterwards site sign board as designed and approved by the Project Manager.</p>	
C	<p>LABOUR CAMPS</p> <p>The Contractor shall NOT be allowed to house his labourers on site. Allow also for transporting workers to and from site during the Contract Period as may be necessary.</p>	
D	<p>PROJECT MANAGER'S SITE OFFICE</p> <p>Allow for maintaining throughout the project period temporary site office size 4 m x 6 m long comprising 50x100mm cypress timber structure, pitched roof covered with 30gauge corrugated iron sheets, 32gauge corrugated iron sheet cladded walls, 100mm thick stet floor well compacted and finished smooth with cement and sand (1:3) screed, timber doors, windows and all necessary office furniture (8no. arm chairs, table, calendar, visitors and site instruction books).</p>	
E	<p>PRICING NOTES</p> <p>The tenderer shall include for all cost in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p>	
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ITEM	DESCRIPTION	KSHS
<p>A</p>	<p>SECURITY OF THE WORKS</p> <p>The Contractor shall allow for providing adequate security for the works and workers during the Contract. No claim will be entertained for lack of enough security in this respect.</p>	
<p>B</p>	<p>URGENCY OF THE WORKS</p> <p>The Contractor should note that these works are very urgent and must be completed within the specified contract period.</p>	
<p>C</p>	<p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be in the site stores before they are considered for payment, unless specifically exempted by the Project Manager. This is to include materials of the Main 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 and he/she shall make whatever provisions that may be required by the authority for support, maintenance and protection of such services.</p>	
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ITEM	DESCRIPTION	KSHS
A	<p>PERFORMANCE BOND</p> <p>A performance bond in the form of unconditional bank guarantee required is 10% of the bid price. On award of contract, 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 DOCUMENT</p> <p>Tender documents are listed in the Instruction to Tenderers 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.</p> <p>Tenders will be opened at the time specified in the letter accompanying these documents. Tenders delivered or received later than the above time will not be opened.</p>	
C	<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) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor must therefore include V.A.T in their rates.</p>	
D	<p>FORM OF CONTRACT</p> <p>The form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) together with any amendments issued thereof as included under this Proposal. The Conditions of Contract are also included herein (Conditions of Contract) Particulars of insertion to be made in the Appendix to the Conditions of Contract Agreement found in Section IV.</p>	
	<p>Carried to Collection</p>	<p>KSHS</p>

ITEM	DESCRIPTION	KSHS
	<p>COLLECTION</p> <p>Brought Forward form Page</p> <p>Brought Forward form Page</p> <p>Brought Forward form Page</p> <p>Brought Forward form Page</p> <p>Brought Forward form Page</p>	
	<p>TOTAL FOR PART NO.1 CARRIED TO GRAND SUMMARY</p>	<p>KSHS</p>