

PARTICULAR PRELIMINARIES

M	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 shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. The contractor is advised to read and understand all</p>		
B	<p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract involves CONSTRUCTION OF OXIDATION PONDS AND ASSOCIATED CIVIL 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</p>		
D	<p>LOCATION OF SITE</p> <p>The site is located AT KEMRI ALUPE BUSIA. 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>		
	<p>Carried to Collection</p>		

Item	DESCRIPTION	Kshs.	Cts
<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p>	<p>CLEARING AWAY 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> <p>CLAIMS 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</p> <p>PAYMENTS The tenderer's attention is drawn to the fact that the GOVERNMENT SHALL NOT MAKE ADVANCE PAYMENTS</p> <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS 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> <p>BID SECURITY The contractor shall provide a bid security duly signed, sealed and stamped from an approved Institution in an approved format of required amount.</p>		
	Carried to Collection	-	

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 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>		
B	<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>		
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</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, all to comply with the said</p>		
Carried to Collection		-	

Item	DESCRIPTION	Kshs.	Cts
A	<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>		
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. 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</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>		
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Item	DESCRIPTION	Kshs.	Cts
A	<p>PERFORMANCE BOND A bond of 5 % of the contract sum will be required. 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 in the approved format.</p>		
B	<p>TENDER DOCUMENTS Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page 7</p>		
C	<p>DELIVERY OF TENDER 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 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 tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st 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. The contractor should therefore include this tax in the Grand Summary page as indicated herein.</p>		
	Carried to Collection	-	

PARTICULARS OF INSERTIONS TO BE MADE
IN APPENDIX TO CONTRACT AGREEMENT

The following are the insertions to be made in the appendix to the Contract Agreement

Period of Final Measurement	3 Months from Practical Completion
Defects Liability Period	6 Months from Practical Completion
Date for Possession	To be agreed with the Project Manager
Date for Completion	32 weeks from date of Possession
Liquidated and Ascertained Damages	at a rate of Kshs 20,000 Per week or part thereof
Period of Interim Certificates	Monthly
Period of Honouring Certificates	30 Days
Percentage of Certified Value Retained	10%
Limit of Retention Fund	10%

Carried to Collection

Item	DESCRIPTION	Kshs.	Cts
<u>PROJECT MANAGEMENT EXPENSES</u>			
A	Allow a Provisional Sum of Kshs 1,500,000.00 for the supervision of works & transport by the Engineer and staff.	1,500,000	
B	Allow a percentage sum for the contractors administrative costs and profits for the above		
C	Allow a provisional Sum of Kshs 100,000.00 only for Project Management Team training.	100,000	
D	Allow a percentage sum for the contractors administrative costs and profits for the above		
E	Allow a provisional Sum of Kshs 500,000.00 only for supply and delivery of the Project Managers Stationery, Airtime and Equipment.	500,000	
F	Allow a percentage sum for the contractors administrative costs and profits for the above		
Carried to Collection			

Item	DESCRIPTION	Kshs.	Cts
	<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 PAGE</p>		