**PARTICULAR PRELIMINARIES**

**A EMPLOYER**

The “Employer” is
COUNTY GOVERNMENT OF NAKURU
P.O. BOX 2870 - 20100 NAKURU

The term "Employer" and "Government" wherever used in the contract document shall be synonymous

**B DESCRIPTION OF THE WORKS**

The works to be carried out under this contract involves;
Construction of 2 No floors maternity wing with associated electrical and mechanical installation works in Gilgil sub county

**C LOCATION OF SITE**

The site of the proposed works is within Gilgil Sub County Hospital grounds in Gilgil town which is approximately 45Km from General Post Office Nakuru along Nakuru - Nairobi Highway

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.
A  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.

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.

B  WORKING CONDITIONS

These offices are currently occupied and the contractor shall allow for disruption of works and pollution control

The contractor must allow for compliance with all County & Civic Authority laws & regulations

C  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 contract period.

D  LABOUR CAMPS

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.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| A | PRICING RATES  
The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.  
**Items for which no rate or price is entered by the tenderer shall be deemed to be covered in the rates and prices of the priced items in the Bill of Quantities.** 
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 Conditions of Contract.  
Prices quoted should be in Kenya shillings inclusive of all taxes except V.A.T which will be inserted at the grand summary.  
Prices shall remain valid for one hundred and Twenty (120) days from the closing date of tender.  |
| B | MATERIALS FROM DEMOLITIONS  
Any materials arising from demolitions SHALL NOT BE re-used and shall become the property of the client unless otherwise advised. |
| C | URGENCY OF THE WORKS  
The Contractor is notified that these "works are urgent" and should be completed within the period stated in Particular Preliminaries. The Contractor shall allow in his rates for any costs he may incur by having to complete the works within the stipulated contract period. |
| D | PAYMENT FOR MATERIALS ON SITE  
All materials for incorporation in the works must be stored on site unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors.  
No payment for materials on site will be effected unless incorporated in permanent work. |

**Total carried to collections**

NMW/79
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>A</td>
<td>ADVANCE PAYMENTS</td>
</tr>
<tr>
<td></td>
<td>The tenderer’s attention if drawn to the fact that the Government does not make advance payments.</td>
</tr>
<tr>
<td>B</td>
<td>EXISTING SERVICES</td>
</tr>
<tr>
<td></td>
<td>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 shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</td>
</tr>
<tr>
<td>C</td>
<td>MEASUREMENTS</td>
</tr>
<tr>
<td></td>
<td>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall 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.</td>
</tr>
<tr>
<td>D</td>
<td>VALUE ADDED TAX</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>In accordance with Government public notice No. 35 &amp; 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT was to be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates.</td>
</tr>
<tr>
<td></td>
<td>THE CURRENT LAWS ON THIS SUBJECT SHALL APPLY</td>
</tr>
<tr>
<td></td>
<td>The contractor should therefore include this tax in his rates and <strong>NOT at the Grand Summary page</strong>.</td>
</tr>
</tbody>
</table>

Total carried to collections

NMW/80
## SPECIAL PRELIMINARIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stationery</strong></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Allow Provisional Sum of Kenya Shillings One Hundred Thousand (100,000.00) only for Project Manager's Stationery</td>
</tr>
<tr>
<td>B</td>
<td>Allow for Contractor’s profit and overheads (.....% )</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Provide a sum of Kenya shillings Four hundred thousand (Kshs. 400,000.00) for documentation and printing services</td>
</tr>
<tr>
<td>D</td>
<td>Allow for Contractor’s profit and overheads (....... % )</td>
</tr>
</tbody>
</table>

**Total carried to collections**

NMW/81
### 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:-

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>Period of Final Measurement</strong> 6 Months from Practical Completion</td>
</tr>
<tr>
<td>B</td>
<td><strong>Defects Liability Period</strong> 6 Months from Practical Completion</td>
</tr>
<tr>
<td>C</td>
<td><strong>Date for Possession</strong> To be agreed with the Project Manager</td>
</tr>
<tr>
<td>D</td>
<td><strong>Date for Completion</strong> Twenty (26) WEEKS from the Date of possession</td>
</tr>
<tr>
<td>E</td>
<td><strong>Liquidated and Ascertained Damages</strong> At a rate of KSh 50,000.00 Per week or part thereof</td>
</tr>
<tr>
<td>F</td>
<td><strong>Period of Interim Certificates</strong> Monthly</td>
</tr>
<tr>
<td>G</td>
<td><strong>Period of Honouring Certificates</strong> 30 DAYS</td>
</tr>
<tr>
<td>H</td>
<td><strong>Percentage of Certified Value Retained</strong> 10%</td>
</tr>
<tr>
<td>I</td>
<td><strong>Limit of Retention Fund</strong> 10%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Total carried to collections</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>NMW/82</strong></td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>COLLECTION</td>
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<tr>
<td>------------------------</td>
<td>------------</td>
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<tr>
<td>Brought forward from page NMW/77</td>
<td></td>
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<tr>
<td>Brought forward from page NMW/78</td>
<td></td>
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<tr>
<td>Brought forward from page NMW/79</td>
<td></td>
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<tr>
<td>Brought forward from page NMW/80</td>
<td></td>
</tr>
<tr>
<td>Brought forward from page NMW/81</td>
<td></td>
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<tr>
<td>Brought forward from page NMW/82</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED TO GRAND SUMMARY

NMW/83
## GENERAL PRELIMINARIES

### A. PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES

Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.

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.

Failure to price an item shall not exempt the contractor from carrying out works described therein.

Should the contractor fail to carry out works which he/she did not price and after having received a written instruction from the PM, then the value of such works shall be deducted from the very immediate certificate issued to the contractor.

MoPW current rates, JBC, IQSK, manufacturers or fair rates shall be used by the PM in valuation of unpriced items which the contractor shall fail to execute.

The contractor is advised to read and understand all preliminary items.
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.

### B. FORM OF CONTRACT

The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein The Conditions of Contract are also included herein Conditions of Contract These are numbered from 1 to 37 as set out in pages 20 to 48 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities
ITEM DESCRIPTION

A FIRM PRICE CONTRACT
Unless otherwise specifically stated in the Contract Data and/or Particular preliminaries this is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.

B VISIT SITE AND EXAMINE DRAWINGS.
The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.

C PERFORMANCE BOND
5% bond shall be required from the specified institution

The period for supplying the bond shall be 14 days.

No contract shall besigned, NOR shall any payment bemade before the bidder has complied with the bond requirements

Failure to deliver the bond within the specified period shall automatically disqualify the bidder and the tender shall be awarded to next most responsive bidder without reference to the defaulting bidder. Should the bidder commence works and subsequently fail to provide the bond, he shall be evicted from site without any reimbursement not withstanding the site having been handed over by the PM and client. The handing over only kickstarts the process and is not a waiver to bond conditions.

The bond for the due performances of the Contract shall be valid up to the date of completion as certified by the PROJECT MANAGER
Any bond which provides otherwise or attempts to vary the duration of validity shall be invalid
The bond shall comply in all respects with the PPOA copy enclosed in the instructions to tender. A bond that does not match the PPOA copy shall be treated as NO BOND!
The contractor shall provide a bid security duly signed, sealed and stamped from an approved Bank of required amount in the particular preliminaries

Total carried to collections
NMW/85
**ITEM** | **DESCRIPTION**
--- | ---

A **BID BOND**
A bid bond shall be required in the amount stated here or in the invitation to tender or advertisement

B **EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT**

**Attendance**; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-

Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess 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 their work; clearing away rubbish; unloading checking and hoisting; providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractors' work and being responsible for the accuracy of the same.

**Fix Only:**-

"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.

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**Total carried to collections**

NMW/86
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>A</td>
<td>ABBREVIATIONS</td>
</tr>
<tr>
<td></td>
<td>Throughout these Bills units of measurement and terms are abbreviated and shall be interpreted as follows:-</td>
</tr>
<tr>
<td>CM or Cm</td>
<td>Shall mean cubic meter</td>
</tr>
<tr>
<td>SM or Sm</td>
<td>Shall mean square meter</td>
</tr>
<tr>
<td>LM or Lm</td>
<td>Shall mean linear meter</td>
</tr>
<tr>
<td>MM or mm</td>
<td>Shall mean Millimeter</td>
</tr>
<tr>
<td>KG or Kg.</td>
<td>Shall mean Kilogramme</td>
</tr>
<tr>
<td>No or Nr</td>
<td>Shall mean Number</td>
</tr>
<tr>
<td>PRS or Prs.</td>
<td>Shall mean Pairs</td>
</tr>
<tr>
<td>B.S.</td>
<td>Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England</td>
</tr>
<tr>
<td>M.S.</td>
<td>Shall mean measured separately</td>
</tr>
<tr>
<td>Ditto</td>
<td>shall mean the whole of the preceding description except as qualified in the description in which it occurs.</td>
</tr>
<tr>
<td>Do</td>
<td>shall mean the whole of the preceding description except as qualified in the description in which it occurs.</td>
</tr>
<tr>
<td>a.b.d.</td>
<td>Shall mean as before described</td>
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<tr>
<td>@</td>
<td>Shall mean at</td>
</tr>
</tbody>
</table>

Total carried to collections

NMW/87
A **EMPLOYER**

The "Employer" is
AS DEFINED UNDER PARTICULAR PRELIMINARIES

The term "Employer" and "Government" wherever used in the contract document shall be synonymous

B **PROJECT MANAGER shall be -:**

The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.

In this Project, the PM shall be -:
DIRECTOR - PUBLIC WORKS
P.O. BOX 782 - 20100
NAKURU

C **ARCHITECT**

The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above

D **QUANTITY SURVEYOR**

The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above

<table>
<thead>
<tr>
<th>ITEM</th>
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</tr>
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<tbody>
<tr>
<td>A</td>
<td><strong>EMPLOYER</strong></td>
</tr>
<tr>
<td></td>
<td>The &quot;Employer&quot; is AS DEFINED UNDER PARTICULAR PRELIMINARIES</td>
</tr>
<tr>
<td></td>
<td>The term &quot;Employer&quot; and &quot;Government&quot; wherever used in the contract document shall be synonymous</td>
</tr>
<tr>
<td>B</td>
<td><strong>PROJECT MANAGER shall be -:</strong></td>
</tr>
<tr>
<td></td>
<td>The term &quot;P.M.&quot; wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</td>
</tr>
</tbody>
</table>
|      | In this Project, the PM shall be -:
|      | DIRECTOR - PUBLIC WORKS |
|      | P.O. BOX 782 - 20100 |
|      | NAKURU |
| C    | **ARCHITECT** |
|      | The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above |
| D    | **QUANTITY SURVEYOR** |
|      | The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above |

**Total carried to collections**

NMW/88
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| A    | **ELECTRICAL ENGINEER**  
  The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above |
| B    | **MECHANICAL ENGINEER**  
  The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above |
| C    | **STRUCTURAL ENGINEER**  
  The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above |

**Total carried to collections**

NMW/89
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| A | **PLANT, TOOLS AND VEHICLES**  
Allow for providing all scaffolding, plant, tools and vehicles required for the work except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work. |
| B | **TRANSPORT.**  
Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities. |
| C | **MATERIALS AND WORKMANSHIP.**  
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 onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials. |
| D | **SIGN FOR MATERIALS SUPPLIED.**  
The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements 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. |

Total carried to collections

NMW/90
A STORAGE OF MATERIALS
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 especially for their use.

B SAMPLES
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 until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.

The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.

Samples of paint, carpets, curtains & covers, tiles & timber shall be required for approval by the PM together with the employer.

No alternate rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.
A PUBLIC AND PRIVATE ROADS.

Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.

B EXISTING PROPERTY.

The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER.

C ACCESS TO SITE AND TEMPORARY ROADS.

Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and 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, crossings, bridges, 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.

D AREA TO BE OCCUPIED BY THE CONTRACTOR

The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.
A SECURITY OF WORKS ETC.
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 or damage and the protection of the public.

B PROGRESS CHART.
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 Sub-Contractors; 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.

C INSURANCE
The Contractor shall insure as required in Conditions No. 30 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 an 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.

D CONTRACTOR'S SUPERINTENDENCE/SITE AGENT
The Contractor shall constantly keep on the works a literate English speaking Agent or 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.
A PROVISIONAL WORK
All work described as "Provisional" in these Bills of Quantities is subject to remeasurement 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 shall be uncovered for a reasonable time to allow all measurements needed for such adjustment 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 shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.

B PROVISIONAL SUMS.
The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.

C ADJUSTMENT OF PROVISIONAL SUMS.
In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER’s order added to the Contract Sum. Such work shall be valued, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles 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.
A **PRIME COST (OR P.C.) SUMS.**

The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.

B **ADJUSTMENT OF P.C. SUMS.**

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 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 a percentage in the rate column in respect of them. 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 Bill 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.

C **NOMINATED SUB-CONTRACTORS**

When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts 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 of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td><strong>A</strong></td>
<td><strong>DIRECT CONTRACTS</strong></td>
</tr>
<tr>
<td></td>
<td>Notwithstanding the foregoing conditions, the Government reserves the right to place a &quot;Direct Contract&quot; 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.</td>
</tr>
<tr>
<td><strong>B</strong></td>
<td><strong>ATTENDANCE UPON OTHER TRADESMEN, ETC.</strong></td>
</tr>
<tr>
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<td>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting 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.</td>
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<td><strong>C</strong></td>
<td><strong>OFFICE ETC. FOR THE PROJECT MANAGER (NOT APPLICABLE)</strong></td>
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<td>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the &quot;PROJECT MANAGER&quot; a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</td>
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**Total carried to collections**

**NMW/96**
**A WATER AND ELECTRICITY SUPPLY FOR THE WORKS**
The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks 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 arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.

**B SANITATION OF THE WORKS**
The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER.

**C SUPERVISION AND WORKING HOURS**
The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.

**D PROTECTION OF THE WORKS.**
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 may nevertheless have been done at completion free of cost to the Government.  

*Total carried to collections*

*NMW97*
### A WORKS TO BE DELIVERED UP CLEAN

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 metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.

### B GENERAL SPECIFICATION.

For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.

### C TRAINING LEVY

The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.

### D MATERIALS ON SITE

All materials for incorporation in 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 Sub-Contractors and Nominated Suppliers.

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**Total carried to collections**

**NMW/98**
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| A     | **HOARDING**  
The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails for a total length of approximately three hundred meters. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site. |
| B     | **ALTERATIONS TO BILLS, PRICING, ETC.**  
Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his 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 price of each item before they will be accepted. |
| C     | **MATERIALS ARISING FROM EXCAVATIONS**  
Materials of any kind obtained from the excavations shall be the property of the Government. Unless otherwise provided for in the particular preliminaries. Such materials shall only be used in the works, in substitution of materials which the Contractor would 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 the value of the materials so used at a price to be agreed. |
| D     | **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. |

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**ITEM** | **DESCRIPTION**
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A | **GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.**  
Allow for complying with all Government Acts, Orders 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 provisions 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 the safety, health and welfare of the workpeople. 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 information regarding all  
such regulations and/or restrictions which may affect the  
organisation of the works, supply and control of labour, etc., and  
allow accordingly in his tender.  

No claim in respect of want of knowledge in this connection will  
be entertained.

B | **REMOVAL OF RUBBISH ETC.**  
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.

C | **BLASTING OPERATIONS**  
Blasting will 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.

D | **SIGNBOARD**  
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.

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Total carried to collections  
NMW/100
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**Total Carried to Main Summary**

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