

PRELIMINARIES

PRELIMINARY PARTICULARS

A NAME OF PARTIES

The "Employer" is : Kenya Power & Lighting Co. Ltd
P.O. Box 30099 - 00100
NAIROBI

The term "Employer" and "Kenya Power" and "Kenya Power & Lighting Co. Ltd" wherever used in the contract document shall be synonymous

The "Project Manager" is : The Manager,
Manager, Administration & Property
Kenya Power & Lighting Co. Ltd
P.O. Box 30099 - 00100
NAIROBI

The "Project Officer " is : The Kenya Power Projects Officer
Administration & Property, HR& Administration
Kenya Power & Lighting Co. Ltd
P.O. Box 30099 - 00100
NAIROBI

The "Project Quantity Surveyor" is The Kenya Power Quantity Surveyor,
Administration & Property, HR& Administration
Kenya Power & Lighting Co. Ltd
P.O. Box 30099 - 00100
NAIROBI

B DESCRIPTION OF SITE

Kenya Power's New Tala Office is located in Tala along Tala - Kangundo road in Machakos County; an approximate distance of about 70 KM by road from Nairobi's Central Business District. On site we have an office block, storage space and yard for materials. the building is a leased premises written "GERALD HOUSE" which is on the right hand side from Nairobi.

The above distances are given for guidance only and no warranty is guaranteed.

The Contractor shall obtain the Project Manager's approval for the siting of all temporary buildings, spoil heaps, temporary paths and storage areas for materials.

The Contractor shall visit the Site to acquaint himself with its nature and position, the nature of the ground, substrata and other local conditions, position of power and water supplies, access roads or any other limitations, and no claims for extras will be considered on account of lack of knowledge in this respect.

The Contractor must obtain the Project Manager's approval and directions regarding the use of any materials found on the site.

C ACCESS TO SITE

Access to site shall be as directed by the Project Manager. The Contractor shall strictly observe police & NTSA regulations regarding traffic movement.

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A	<p><u>WORKING AND STORAGE SPACE</u></p>	
	<p>Working and storage space will be confined to the area designated by the Project Manager within the plot boundary.</p>	
B	<p><u>WORKING HOURS</u></p>	
	<p>The Work must be carried out to cause the minimum inconvenience to the occupants of the adjoining premises. In particular, no hammering, mechanical drilling or other unduly noisy work may be commenced before 8.00 a.m. or continued after 5.00 p.m. without prior approval of the Project Manager.</p>	
C	<p><u>DESCRIPTION OF THE WORKS</u></p>	
	<p>The Works comprise of the <i>Proposed Renovation Works at New Tala Office</i></p>	
	<p>Construction shall generally consist of :-</p>	
	<p>a) Floor repairs</p>	
	<p>b) Enlargement of windows</p>	
	<p>c) Ceiling finishes</p>	
	<p>d) Kitchenette</p>	
	<p>e) Wall and ceiling painting</p>	
	<p>f) Doors and windows</p>	
	<p>g) Electrical & plumbing installations</p>	
	<p>h) ballasting to the storage yard</p>	
	<p>i) Fire fighting equipment</p>	
	<p>J) External works</p>	
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GENERAL MATTERS**SUFFICIENCY OF TENDER**

- A The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the Priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

B STAMP CHARGES

The Contractor shall allow for the payment of all Stamp Charges in connection with the Surety and Contract Agreement.

C DEFINITIONS AND ABBREVIATIONS

Terms used in these Bills of Quantities shall be interpreted as follows:

"Approved"	Shall mean approved by the Project Manager.
"as directed"	Shall mean as directed by the Project Manager.
"B.S."	Shall mean the current British Standard specifications published by the British Standards Institution, 2 Park Street, London W.1., England.
"CM."	Shall mean Cubic Metres.
"SM."	Shall mean Square Metres.
"LM."	Shall mean Linear Metres.
"MM"	Shall mean Millimetres.
"KG."	Shall mean Kilogramme.
"NO."	Shall mean Number.
"M.S"	Shall mean Measured Separately
PRS or Prs	Shall mean Pairs
a.b.d	Shall mean as before described
Ditto or Do	Shall mean the whole of the preceding description except as qualified in the description in which it occurs.
NTSA	Shall mean National Transport & Safety Authority

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A PROGRESS SCHEDULE

The Contractor shall, upon receiving instructions to proceed with the Work, draw up a time and progress Schedule setting out the order in which the Works are to be carried out with the appropriate dates thereof. This Time and Progress schedule is to be agreed with the Project Manager and no deviation from the order set out in this Schedule will be permitted without the written consent of the Project Manager. The Main Contractor will be responsible for arranging the above programme with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.

B FIGURED DIMENSIONS

Figured dimensions are to be followed in preference to dimensions scaled from the Drawings; but wherever possible dimensions are to be taken on the Site or from the Buildings. Before any Work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the Site and/or buildings and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings. The Contractor shall be responsible for the accuracy of such dimensions.

C PROVISIONAL WORK

All "Provisional" and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor.

If the Contractor makes default in these respects he shall, if the Project Manager so directs, uncover the work at his own expense to enable the measurements to be taken.

D EXISTING SERVICES

Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Project Manager and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.

E TRANSPORT TO AND FROM THE SITE

The Contractor shall include in his prices for the transport of materials workmen, etc., to and from the Site of the Proposed Works, at such hours and by such routes and vehicles as are permitted by the Authorities and in particular by the Transport Licensing Board and / or the National Transport & Safety Authority ,

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A PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC

The Contractor will be required to make good, at his own expense any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the Site, during the period of the Works. In particular, all existing trees, shrubs, plants. etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Project Manager.

B POLICE REGULATIONS

The Contractor is to allow for complying with all instructions and regulations of the police Authorities.

C ENVIRONMENTAL REGULATIONS

The Contractor shall observe all the requirements of the National Environment Management Authority (NEMA) and especially those conditions given in the Project's Environmental Impact Assessment Report Approved by NEMA. The Contractor shall collaborate with the Environmental Impact Assessment (EIA) expert to ensure that proposed mitigation measures are adhered to during construction phase and where necessary appropriate mending up activities undertaken and the same reported back to NEMA as required.

In particular the Contractor shall give special emphasis to control dust. The Contractor shall provide all necessary dust screens to prevent dust from the construction works affecting neighbouring property. The dust screens shall be approved by the Project Manager and be acceptable to NEMA officials. The Contractor shall also control dust on site by appropriate watering of the sources of dust.

The Contractor shall put emphasis on controlling noise, vibrations and occupational hazards. The provisions of the Occupational Safety and Health Act No. 15 of 2007 must be strictly observed.

D CONTRACTORS' SUPERINTENDENCE

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 time to the superintendence of the Works. Such Agent or Representative shall receive on behalf of the Contractor, directions and instructions from the Project Manager and such directions and instructions shall be deemed given to the Contractor in accordance with the conditions of the Contract. The Agent shall not be replaced without the specific approval of the Project Manager.

It is to be a specific condition of this Contract that the successful Tenderer shall provide on Site throughout the period of construction until the Date for Practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the Drawings; and shall ensure that upon any termination of employment a suitable replacement is found.

Such site superintendent shall have a National Construction Authority's accreditation

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CONTRACTORS' SUPERINTENDENCE -(CONTINUED)

Before the Tenderer's offer is accepted the Project Manager may personally interview the Contractor's proposed Representative.

A curriculum vitae of past experience and qualifications must be provided for the Project Manager's scrutiny.

The Project Manager's decision will be final regarding the suitability of the proposed Representative.

A WATER

All water shall be fresh, clean and pure, free from earthy, vegetable or organic mater, acid or alkaline substances in solution or suspension

The Contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors). The Contractor shall provide at his own expense all temporary distribution pipes, storage tanks, metres, etc., and he shall clear away same upon completion of the Works.

B LIGHTING AND POWER

The Contractor shall provide at his own risk and cost all artificial lighting and power for use on the Works, including all Sub-Contractors' and Specialists' requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C SAFETY

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514), Building Construction Rules, Supplement 18, Legal Notice No.40 dated April, 1984 and ensure that the safety of his workpeople and authorised visitors to the Site is protected at all times. In particular there shall be proper provision of planked footways and guard-rails to scaffolding, etc., protection against falling materials and tools and the Site shall be tidy and clear of dangerous rubbish.

The Contractor shall appoint a safety officer as required by the Factory Act and notify the Factory Inspector of his name. the safety Officer shall be on Site at all times and all directions given by the Project Manager to the Safety Officer shall be deemed to be Project Manager's Instructions, and shall be complied with promptly without additional cost to the contract.

Occupational Safety and Health Act no. 15 of 2007 must also be complied with

The Project Manager shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such suspension will be allowed.

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A PROTECTIVE CLOTHING

The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary.

This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, branded overalls, etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all staff at all times.

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 measurements

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 as described for variations in variation clause of the conditions of contract, but should any articles for the work be executed by a Nominated Sub-Contractor, or any articles for the work 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.

D 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 Measurements

Persons or firms Nominated to execute the work or to provide and fix materials or goods as stated in the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described as Nominated suppliers.

E 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 quotation, 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 prorata to the amount paid.

Items of Attendance following P.C. Sums shall be adjusted prorata to the physical extent of the work executed (not prorata to the amount paid) and this shall apply though the Contractor's Bills shows a percentage in the rate column in respect of them.

Should the Contractor be permitted to tender and his tender be accepted for any work 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 if the work were executed by a Nominated Sub-Contractor.

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MATERIALS AND WORKMANSHIP

A GENERALLY

All materials shall be new unless otherwise directed or permitted by the Project Manager and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standard Institution specification current at the date of tender.

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 such materials are on Site when required for use in the Works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The Works throughout shall be executed by skilled workmen well versed in their respective trades.

B REJECTED WORKMANSHIP OR MATERIALS

Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the Site and replaced at the Contractor's expense, as required.

C PROPRIETARY MATERIALS

Where proprietary materials are specified herein-after the contractor may propose the use of materials of other manufacturer but equal quality for approval by the Project Manager.

All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.

D SAMPLES

The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workmanship that may be called for by the Project Manager for his approval or rejection, and any further samples in case of rejection until such samples are approved by the Project Manager and such samples, when approved, shall be the minimum standard for the work to which they apply.

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A CONCRETE TESTS

Allow for concrete test cubes, which will be required under these works; any concrete work will be done in the presence of the Project Manager or his/her representative

B OTHER MATERIAL TESTS

The Contractor shall allow for providing samples of all other materials such as reinforcement bars, building sand, cement, building stone, concrete blocks, hardcore, etc, that may be requested by the Project Manager or Engineer for testing. He shall allow for the delivery of the same to the testing Laboratory(ies)), pay the testing fees and any other costs that may be required and arrange for test certificates to be sent directly to the Project Manager or Engineer by the testing Laboratory. Under no circumstances will the Contractor be paid for such tests if he does not allow for that here

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TEMPORARY WORKS

A OFFICE AND SHEDS

The Contractor shall erect and maintain temporary office accommodation for his own use, and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.

B SANITATION

The Contractor shall provide the necessary sanitation for his staff and workmen to the requirements and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

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A PLANT, TOOLS AND SCAFFOLDING

The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including Sub-Contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter, and the Contractor must allow here

B EXISTING AND ADJACENT PROPERTY

The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising.

The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damage at his own expense and indemnify the Employer against any loss.

The Contractor must take such steps and exercise such care and diligence as to minimise nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property.

C LABOUR CAMPS

No labour camps may be housed on the site and the Contractor shall allow for all transport and other charges in moving labour to and from site at such hours and by such routes as are permitted by the Authorities. The Contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove same on completion of the works.

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A HOARDING

The Contractor shall enclose the Site either wholly or in parts with a hoarding 2.40 metres high with openings and gates as required, constructed of substantial timbers to approval and covered with new Galvanised iron corrugated sheeting painted to approval.

B SIGNBOARD

The Signboard and lettering on same for the display of the General and Sub-Contractor's names shall be of an approved size with the Employer's name painted thereon. The Project Manager's name shall be printed in letters not exceeding 100mm in height all to the Project Manager's design. No other signboard or advertising will be permitted.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS

C NOMINATED SUB-CONTRACTORS

The Contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the Contractor's responsibility to ensure that each Sub-Contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and so ensure satisfactory progress.

The Contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-Contractors which shall be deemed to include for:

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NOMINATED SUB-CONTRACTORS - CONTINUED

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Sub-Contractors' works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting; and clearing away all rubbish.

The items for "General Attendance" given herein-after following P.C. Sums in respect of Sub-Contractors' work shall be deemed to include all the above.

The Contractor shall also accept liability for and bear the cost of Special Attendance on Nominated Sub-Contractors which shall include for one or more of the following:

Unloading, storing, hoisting, placing in position, providing power, provision of special scaffolding.

The items of "Special Attendance" given herein-after following P.C. Sums shall include any one or more of the above items as set out in the particular reference.

Cutting away for and making good after the work of Sub-Contractors as may be required will be measured and valued separately by the Surveyor.

A NOMINATED SUPPLIERS

The cost of "Fix only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated Sub-Contractors or Nominated Suppliers the Contractors must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule.

B PRIME COST RATES

Where description of items include a P.C. rate per unit this rate is to cover the nett supply of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual nett cost per unit will be adjusted within the Final Account against the P.C. rate stated.

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A PROTECTION

The Contractor shall cover up and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Project Manager until the completion of the Contract, and carefully preserve all trees or bushes on or near the Site.

B CLEANING

The Contractor shall, upon completing of the Works, at his own expense, remove and clear away all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Project Manager, including clearing away and making good all traces of temporary access roads, offices, sheds camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection therewith.

C TRAINING LEVY

The Contractor's attention is drawn to legal Notice No. 237 of October, 1971, which requires payment by the Contractor of Training Levy on all Contracts of more that 50,000/- in value and his Tender must include for all costs arising therefrom.

D NATIONAL CONSTRUCTION AUTHORITY LEVY (NCA)

The contractor shall comply with all necessary National Construction Authority Act requirements including NCA levy. No claims for failure to comply with the NCA act will be entertained.

E DEVELOPMENT APPROVALS

The contractor shall allow for all necessary county government permits & approvals with regard to these works. No claim for failure to comply with county governments requirements shall be entertained

Allow for all necessary permits/approvals by the County Government of Machakos

F VALUE ADDED TAX

The Contractor's attention is drawn to the Finance Act 1993 and subsequent ammendments thereof which requires payment by the Contractor of Value Added Tax (VAT) on construction services rendered. Whether VAT is added at the grand summary page or inclusive in the rates, The tender sum as stated in the form of tender shall be deemed to be inclusive of VAT unless otherwise stated in the tender document.

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