



**PROPOSED CONSTRUCTION OF TRANSFORMER
REPAIR SHED AT KITALE DEPOT.**

TRANS-NZOIA COUNTY

PRELIMINARIES

Preliminaries.

	<p style="text-align: center;"><u>PRELIMINARIES</u></p> <p><u>PRELIMINARY PARTICULARS</u></p> <p>A <u>NAME OF PARTIES</u></p> <p>The "Employer" is : Kenya Power & Lighting Co. Ltd P.O. Box 30099 - 00100 <u>NAIROBI</u></p> <p>The term "Employer" and "Kenya Power" and "Kenya Power & Lighting Co. Ltd" wherever used</p> <p>The "Project Manager" is : The Manager, Administration & Property, HR& Administration Kenya Power & Lighting Co. Ltd P.O. Box 30099 - 00101 <u>NAIROBI</u></p> <p>The "Project Officer " is : The Kenya Power Projects Officer Administration & Property, HR& Administration Kenya Power & Lighting Co. Ltd P.O. Box 30099 - 00101 <u>NAIROBI</u></p> <p>The "Project Quantity Surveyor" is The Kenya Power Quantity Surveyor, Administration & Property, HR& Administration Kenya Power & Lighting Co. Ltd P.O. Box 30099 - 00101 <u>NAIROBI</u></p> <p>B <u>DESCRIPTION OF SITE</u></p> <p>The site is located at Kitale KPLC Depot, Trans Nzoia County approximately 3km from Kitale Town. 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.</p> <p>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.</p> <p>The Contractor must obtain the Project Manager's approval and directions regarding the use of any materials found on the site.</p> <p>C <u>ACCESS TO SITE</u></p> <p>Access to site shall be as directed by the Project Manager. The Contractor shall strictly observe police & NTSA regulations regarding traffic movement.</p>	Shs.
	<div>Preliminaries</div> <div>Carried to collection</div> <div>KShs.</div>	

		Shs.														
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 6.00 p.m. without prior approval of the Project Manager.</p>															
C	<p><u>DESCRIPTION OF THE WORKS</u></p> <p>The Works comprises New construction works:- Substructures and Superstructures including Earthworks,Masonry,concreting,reinforcement,steel fabrication, finishings ,Roofing,Electricals and plumbing etc all as per Bills of Quantities..</p> <p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p>															
D	<p>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.</p>															
E	<p><u>STAMP CHARGES</u></p> <p>The Contractor shall allow for the payment of all Stamp Charges in connection with the Surety and Contract Agreement.</p>															
F	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in these Bills of Quantities shall be interpreted as follows:</p> <table><tr><td>"Approved"</td><td>Shall mean approved by the Project Manager.</td></tr><tr><td>"as directed"</td><td>Shall mean as directed by the Project Manager.</td></tr><tr><td>"B.S."</td><td>Shall mean the current British Standard specifications published by the British Standards Institution, 2 Park Street, London W.I., England.</td></tr><tr><td>"CM."</td><td>Shall mean Cubic Metres.</td></tr><tr><td>"SM."</td><td>Shall mean Square Metres.</td></tr><tr><td>"LM."</td><td>Shall mean Linear Metres.</td></tr><tr><td>"MM"</td><td>Shall mean Millimetres.</td></tr></table> <p>Preliminaries</p> <p>Carried to collection</p> <p>KShs.</p>	"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.I., England.	"CM."	Shall mean Cubic Metres.	"SM."	Shall mean Square Metres.	"LM."	Shall mean Linear Metres.	"MM"	Shall mean Millimetres.	
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A	<u>DEFINITIONS AND ABBREVIATIONS CONTINUED:-</u>	Shs.
	"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	
	PM Projects Manager	
B	<u>PROGRESS SCHEDULE</u>	
	<p>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.</p>	
C	<u>FIGURED DIMENSIONS</u>	
	<p>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.</p>	
D	<u>PROVISIONAL WORK</u>	
	<p>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.</p>	
	<p>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.</p>	
	Preliminaries Carried to collection KShs.	

		Shs.
A	<u>EXISTING SERVICES</u>	
	<p>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.</p>	
B	<u>TRANSPORT TO AND FROM THE SITE</u>	
	<p>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 ,</p>	
C	<u>POLICE REGULATIONS</u>	
	<p>The Contractor is to allow for complying with all instructions and regulations of the police Authorities.</p>	
D	<u>ENVIRONMENTAL REGULATIONS</u>	
	<p>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.</p>	
	<p>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.</p>	
	<p>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.</p>	
E	<u>CONTRACTORS' SUPERINTENDENCE</u>	
	<p>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.</p>	
	<p>Preliminaries</p>	<p>Carried to collection KShs.</p>

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		Shs.
A	<p><u>CONTRACTORS' SUPERINTENDENCE CONTINUED:-</u></p> <p>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.</p> <p>Before the Tenderer's offer is accepted the Project Manager may personally interview the Contractor's proposed Representative.</p> <p>A curriculum vitae of past experience and qualifications must be provided for the Project Manager's scrutiny.</p> <p>The Project Manager's decision will be final regarding the suitability of the proposed Representative.</p>	
B	<p><u>LIGHTING AND POWER</u></p> <p>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.</p>	
C	<p><u>SAFETY</u></p> <p>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.</p> <p>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.</p> <p>Occupational Safety and Health Act no. 15 of 2007 must also be complied with</p> <p>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.</p>	
D	<p><u>PROTECTIVE CLOTHING</u></p> <p>The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary.</p> <p>This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all staff at all times.</p>	
Preliminaries	Carried to collection	KShs.

A	<u>GENERALLY</u>	Shs.
	<p>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.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standard Institution specification current at the date of tender.</p> <p>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.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The Works throughout shall be executed by skilled workmen well versed in their respective trades.</p>	
B	<u>REJECTED WORKMANSHIP OR MATERIALS</u>	
	<p>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.</p>	
C	<u>PROPRIETARY MATERIALS</u>	
	<p>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.</p> <p>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.</p>	
D	<u>SAMPLES</u>	
	<p>The Contractor shall furnish within the first two weeks of site take over and 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. Such approved samples shall be mounted on a sample board erected on site.</p>	
Preliminaries	Carried to collection	KShs.

	<p>A <u>LABOUR CAMPS</u></p> <p>No labour, with the exception of watchmen 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.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u></p> <p>B <u>NOMINATED SUB-CONTRACTORS</u></p> <p>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.</p> <p>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:</p> <p>C <u>CLEANING</u></p> <p>The Contractor shall, upon completing of the Works, at his own expense, remove and clear away all surplus 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.</p> <p>D <u>TRAINING LEVY</u></p> <p>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.</p> <p>E <u>STANDARD LEVY (STANDARDS ACT- CAP 496)</u></p> <p>The Contractor's attention is drawn to legal Notice No. 267 of 2nd June, 1990 which requires payment by the Contractor of the Standards Levy at a rate of 0.2% of the contract sum less allocation for prime cost sums and provisional sums, subject to a ceiling of KShs. 400,000.00 per annum. The Contractor must therefore include for all costs (if any) arising or resulting therefrom.</p> <p>F <u>NATIONAL CONSTRUCTION AUTHORITY LEVY (NCA)</u></p> <p>NCA levy, where applicable shall be paid by Kenya Power directly to the Authority and contractors SHOULD NOT price for this.</p>	<p>Shs.</p>
Preliminaries	Carried to collection	KShs.

A	<u>DEVELOPMENT APPROVALS</u>	Shs.
	<p>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</p> <p>Allow for all necessary permits/approvals by the County Government of Nakuru</p>	
B	<u>VALUE ADDED TAX</u>	
	<p>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</p> <p>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</p>	
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<u>COLLECTION</u>		
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<u>PRELIMINARIES</u>	<u>TO GRAND SUMMARY AT END OF BILLS</u>	<u>KSHS.</u>
Preliminaries		

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