

**Section - VIII.**  
**Particular Conditions**

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## Particular Conditions

The following Particular Conditions (PC) shall supplement the General Conditions (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC. The clause number of the PC is the corresponding clause number of the GC.

### PC 1. Definitions

The Employer is: KENYA POWER & LIGHTING CO. LTD.

The Project Manager is: ENG. STANLEY K. MUTWIRI

Country of Origin: All countries and territories as indicated in Section V of the bidding documents, Eligible Countries.

### PC 5. Law and Language

PC 5.1 The Contract shall be interpreted in accordance with the laws of KENYA

PC 5.2 The ruling language is: *ENGLISH*

PC 5.3 The language for communications is: *ENGLISH*

### PC 7. Scope of Facilities [Spare Parts] (GC Clause 7)

PC 7.3 The Contractor agrees to supply spare parts for a period of years: *N/A*

### PC 8. Time for Commencement and Completion

PC 8.1 The Contractor shall commence work on the Facilities within **One week** from the Effective Date for determining Time for Completion as specified in the Contract Agreement.

PC 8.2 The Time for Completion of the whole of the Facilities shall be **6months** from the Effective Date as described in the Contract Agreement.

### PC 11. Contract Price

PC 11.2 The Contract Price shall be fixed.

### PC 13. Securities

PC 13.3.1 The amount of performance security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate Time for Completion is provided, shall be: ***10% of the total contract price***

PC 13.3.2 The performance security shall be in the form of the bank guarantee attached hereto in Section IX, Contract Forms.

The performance security shall be reduced on the date of the Operational Acceptance.

The performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the PC, pursuant to GC Sub-Clause 27.10.

## **PC 22 Installation**

### **PC22.2.5 Working Hours**

Normal working hours are: *from Monday to Friday except public holidays observed in Kenya*

PC 22.2.8 Funeral Arrangements: *As per PC 22.2.8*

## **PC 25. Commissioning and Operational Acceptance**

PC 25.2.2 The Guarantee Test of the Facilities shall be successfully completed within *4 Weeks* from the date of Completion.

## **PC 26. Completion Time Guarantee**

### **PC 26.2**

Applicable rate for liquidated damages: *0.5 % per week of delay*

The above rate applies to the price of the part of the Facilities, as quoted in the Price Schedule, for that part for which the Contractor fails to achieve Completion within the particular Time for Completion.

Maximum deduction for liquidated damages: *10% of the contract price*

PC 26.3 No bonus will be given for earlier Completion of the Facilities or part thereof.

## **PC 27. Defect Liability**

PC 27.1 The critical components covered under the extended defect liability shall include the Optical Distribution Frames and Line sectioning connections. The period shall be extended by one (1) year.

## **PC 30. Limitation of Liability**

### **Sample Clause**

PC30.1 (b) The multiplier of the Contract Price is: *1.5 times*

## **PC 46. Disputes and Arbitration**

PC 46.1 The DB shall be appointed within [28 days] after the Effective Date.

PC 46.1 List of potential DB members is:

**(1) NAME: Peter Fraser Scott R.Eng. M.I.C.Arb. - MEMBER**

PROFESSION: Civil Engineering

**1 EDUCATION AND MEMBERSHIP:**

Hendon College, Middlesex University, 1963 to 1965 – (Business Studies)

Enfield College, Middlesex University, 1965 to 1968 – (Civil Engineering)

Registered Engineer (Kenya)

Registered Consulting engineer (Kenya)

Chartered Engineer (U.K.)

Member of the Institution of Engineers of Kenya ,

Member of the Institution of Civil Engineers, U.K.

Member of the Institution of Highways and Transportation, U.K.

Member of the Chartered Institute of Arbitrators.

Member of the Kenya Association of Consulting Engineers

**(2) NAME: Joseph Theophil Thuo - FELLOW**

PROFESSION: BSc. Eng, M.I.E.K; M.A.A.K; FCI Arb

Consulting Engineer and Arbitrator

**EDUCATION AND MEMBERSHIP:**

M.I.E.K. Registered Engineer, M.A.A.K, FCI Arb

NB:- The hourly fee for the Adjudicators

Fellow – Ksh.10,000 Member – Ksh. 7,500

PC 46.2 Appointment (if not agreed) to be made by: FIDIC –Federation International  
Ingenievis - Conseils

PC 46.5 Procedure to settle disputes in respect of DB's decisions:

(a) Appointed arbitration institution: