

**PROPOSED PLUMBING & DRAINAGE INSTALLATIONS AT  
BRITAM CENTRE**

**FOR**

**THE BRITAM HOLDING PLC  
P.O. BOX 30375 00100  
NAIROBI**

**GENERAL CONDITIONS, SPECIFICATIONS AND**

**BILLS OF QUANTITIES**

**FOR**

**PLUMBING & DRAINAGE INSTALLATIONS**

**RELEASE DATE: 19<sup>th</sup> February 2026**

**CLOSING DATE: 26<sup>th</sup> February 2026**

**SERVICES ENGINEERS**

**NORKUN INTAKES LTD  
P.O. Box 605 - 00100  
NAIROBI**

[info@norkun.com](mailto:info@norkun.com)

**PROPOSED PLUMBING & DRAINAGE INSTALLATIONS AT BRITAM CENTRE  
UPPERHILL, NAIROBI**

**Contract Conditions, Specifications and Bills of Quantities**

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**SECTION 01:**

1a. Expression of intent to participate in tender

1b. Form of Tender

**1a. EXPRESSION OF INTENT TO PARTICIPATE IN TENDER**

**EXPRESSION OF INTENT TO PARTICIPATE IN TENDER**

This form is to be completed on receipt of the tender document from Britam Holding Company (Kenya) Limited.

This page is to be completed immediately and scan copy in PDF format e-mailed to Procurement [Tenders@britam.com](mailto:Tenders@britam.com). The data contained in this form will be used to send out any addenda that may arise. Firms that do not register their interest by completing this form may not be sent addenda that may arise.

Name of the firm's representative completing this form:

\_\_\_\_\_

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by (Name): \_\_\_\_\_

Position in Firm: \_\_\_\_\_

**1b. FORM OF TENDER**

Dear Sirs,

**PROPOSED PLUMBING, DRAINAGE AND FIRE FIGHTING INSTALLATIONS AT BRITAM CENTRE, UPPERHILL, NAIROBI**

I/We understand that the works, the subject of this tender include

**PROPOSED PLUMBING & DRAINAGE INSTALLATIONS**

I/We undertake in accordance with the particulars set out in the preliminaries and to the satisfaction of the Engineer, to execute and complete the Contract works within.....weeks and as per the specifications and drawings for the sum of Kenya Shillings.  
(KShs.) .....

I/We confirm that this Tender is subject to adjustments by any variation ordered by the Engineer.

I/We undertake to commence the works within 7 days from the date of official confirmation of acceptance of the tender.

I/We understand that you are not bound to accept the lowest or any tender and that no expenses incurred by us in the preparation of this tender will be allowed.

I/We agree that this tender shall remain valid for, and shall not be withdrawn within ninety days from the final date of submission of tenders and in the event of your acceptance to execute formal contract agreement with the client.

For and on behalf of

Official stamp:

Signed by: .....

Date: .....

## **SECTION 02:**

### **2a. PRELIMINARIES AND GENERAL CONDITIONS**

#### **NAMES OF PARTIES**

The following will be inserted in the Articles of Agreement: -

Client: M/S Britam Holding PLC  
Services Engineers M/S Norkun Intakes Ltd

#### **INTRODUCTION**

##### **Purpose of the Tender**

The Britam Holding Company Limited (“Britam”) invites qualified firms to submit their RFQ for Proposed Plumbing & Drainage Installations at Britam Centre, Upperhill, Nairobi.

This Request for QUOTATIONS (RFQ) is being made available to interested service providers on a restricted tender basis. This document is intended to provide vendors with sufficient understanding of the Britam’s requirements to enable them to respond.

For the purposes of the RFQ, it is necessary to disclose information in this document, and its schedules, which is considered confidential and should therefore not be used (otherwise other than in furtherance of this tender) or disclosed to any third party without explicit prior written consent of Britam.

Britam on its part also acknowledges that it is requesting through this RFQ for information that is confidential and therefore commits in equal terms to reciprocal confidentiality.

##### **Acknowledgement of Bidding Documents**

Britam invites Bidders for **Proposed Plumbing & Drainage Installations at Britam Centre, Upper hill, Nairobi**. in accordance with the requirements set out in this document. Within **three (3) working days** of receipt of the RFQ, the Bidder is required to acknowledge receipt of the RFQ and notify his intention to submit a bid by email to Britam at [Tenders@britam.com](mailto:Tenders@britam.com). The mail will include the signed registration template on Page 4 of this document.

Working days are defined as being any day of the week between Monday and Friday (0800 – 1700 Hrs) excluding weekends and gazetted public holidays in the Republic of Kenya).

Failure to do so shall be perceived as an intention not to submit a bid and the Bidder will be eliminated from the bid process and required to destroy the RFQ document in keeping with confidentiality requirements.

##### **Point of Contact**

All enquiries or correspondence concerning the details of this tender should be addressed, in the first instance by e-mail to: [Tenders@britam.com](mailto:Tenders@britam.com) . The subject on the email should be **“PROPOSED PLUMBING & DRAINAGE INSTALLATIONS AT BRITAM CENTRE, UPPERHILL, NAIROBI”**.

All responses from Britam to the Bidder shall be channeled through the Procurement Officer.

It is the responsibility of the Bidder to obtain any further information required to complete this RFQ.

Any clarification request and their associated response will be circulated to all Bidders.

All clarifications must be sought at the latest 5 days prior to the close of the RFQ.

**Mandatory site visit will be on 23<sup>rd</sup> February 2026 at 10.00am – Britam Centre.**

## ABOUT BRITAM HOLDINGS PLC

### Organization Profile

**Britam Holdings PLC** (“Britam”) is a leading diversified financial services group, listed on the Nairobi Securities Exchange. The group has interests across the Eastern and Southern Africa region, with operations in Kenya, Uganda, Tanzania, Rwanda, South Sudan, Mozambique, and Malawi. The group offers a wide range of financial products and services in Insurance, Asset management, Banking and Property. For more information, please visit <http://www.britam.com>.

The Group offers a wide range of products and services to individuals, small businesses, corporations, and government entities. The range of products includes life insurance, pensions, health insurance, and general insurance through its insurance businesses in the region. The financial solutions which include, unit trusts, investment planning, wealth management, offshore investments, retirement planning and discretionary portfolio management which are offered through its asset management business. In addition, the company carries out property development, and has substantial investments in the banking sector. For More information, please visit <http://www.britam.com>

### Britam Vision

To be LEADING diversified financial services company in our chosen markets across Africa.

### Britam Mission

Providing you with financial security EVERY STEP OF THE WAY.

### Bid Preparation and Submission

## **RFQ For “PROPOSED PLUMBING & DRAINAGE INSTALLATIONS AT BRITAM CENTRE, UPPERHILL, NAIROBI”.**

Bid documents in soft copy merged in one PDF (not zipped single documents) must be submitted in two separate documents, 1(one) technical- and 1 (one) commercial bid, password protected and clearly identified as:

with a clear subject line “*PROPOSED PLUMBING & DRAINAGE INSTALLATIONS AT BRITAM CENTRE, UPPERHILL, NAIROBI*”.

Offers must be submitted in two separate documents, 1(one) technical- and 1 (one) commercial bid, password protected and clearly identified as:

The file with the FRQ should be identified as follows:

**NAME OF THE COMPANY, “PROPOSED PLUMBING & DRAINAGE INSTALLATIONS AT BRITAM CENTRE, UPPERHILL, NAIROBI”.**

## GENERAL CONDITIONS OF CONTRACT

### Introduction

**Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Company. The resulting contract shall include but not be limited to the general terms of contract as stated below from 5.2 to 5.14.**

### Award of Contract

Following the opening and evaluation of proposals, the Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best-evaluated bid. Britam will communicate to the selected bidder its intention to finalize the draft conditions engagement in consultation with the bidder.

**Application of General Conditions of Contract**

These General Conditions (sections 5.2 to 5.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

**Bid Validity Period**

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

**Non-variation of Costs**

The prices quoted for the service and subsequently agreed and into the contract shall be held fixed for the contract period.

**Delays in the Bidder's Performance**

Delivery and performance of the Transaction shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Company shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in the case of "force majeure" as provided in Clause 5.14, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 5.7.

**Liquidated damages for delay**

The contract resulting out of this RFQ shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

**Governing Language**

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English language.

**Applicable Law**

This agreement arising out of this RFQ shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

**Successful Bidder's Obligations**

The successful bidder:

Is obliged to work closely with Britam staff, act within its own authority, and abide by directives issued by the Company that are consistent with the terms of the Contract.

Will abide by the job safety measures and will indemnify the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.

Will be responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

Will not disclose the Company's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Company. This clause shall survive the expiry or earlier termination of the contract.

## DESCRIPTION OF SITE

The site of the works is at [Britam Centre, Upperhill Nairobi](#). The works will be carried out adjacent to occupied premises. Due care will be required during construction so that the occupants and facilities in the adjacent premises and the premises themselves are not interfered with in any way.

The tenderer is recommended to visit the site and will be deemed to have satisfied themselves with regard to the relevant details of preliminary. If the tenderer, for whatever reason, feels specialized attendance will be required, with significant financial implications or requires specialized mobilization to start the works, he should spread the cost of such works in his unit rates.

No claims whatsoever by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matters or otherwise, should the Contractor be required to offer specialized attendance prior to, or during, the performance of the contract.

## DEFINITIONS & INTEPRATION OF TERMS

The terms, phrases and abbreviations shall be deemed to have the following meanings wherever used hereinafter and in all contract documents.

**Engineer:** Shall in the case of Electrical/Mechanical works mean 'Norkun Intakes Ltd' Nairobi and, or in the event of any of their deaths, or ceasing to be the Engineers for the purposes of this Contract, such other person as the client shall nominate for that purpose. For the purpose of Mechanical and Electrical engineering works the Engineer shall be deemed vested with the duties of, and be the representative of the Client, except on respect of variations which involve the Contract sum.

**Client:** Shall mean the client whose name is indicated in item 1 above and shall include his or their heirs, executors, administrators, assigned successors and duly appointed representatives. For the purposes of this work, the terms "Client" and "Contract" shall have the same meaning.

**Contractor:** Shall mean the person or persons, partnership, firm or company, whose tender for the Contract for the works has been accepted, and who has or have, signed the Contract and shall include his or their heirs, executors, administrators, assigned successors and duly appointed representatives.

**Main Contractor:** Shall mean the person or persons, partnership, firm or company, whose tender for the main building contract for the development will be accepted, and who has or have, signed the contract and shall include his or their heirs, executors, administrators, assigned successors and duly appointed representatives.

**Works:** Shall mean all or part of the works, material and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same may be on the site or not.

**Approved:** Shall mean approved by the Engineer at his absolute discretion.

**Directed:** Shall mean directed by the Engineer at; his absolute discretion.

**Selected:** Shall mean selected by the Engineer at his absolute discretion.

**M<sup>3</sup>:** Shall mean cubic meter

**M<sup>2</sup>:** Shall mean square meter

**M:** Shall mean meter

**LM:** Shall mean Linear Meter

**Kg:** Shall mean Kilogram

**No.:** Shall mean Number

**Item / Lot:** Shall mean total sum of all items combined

**Prs:** Shall mean Pairs

**B.S.:** Shall mean the current British Standard Specification published by the British Standards institution, 2 Park Street, London, W.I. England

**K.S.:** Shall mean the current Kenya standards specification published by the Kenya Bureau of standards

**As before:** Shall mean in all respects as earlier described in the same or previous bill

**Ditto:** Shall mean the whole of the preceding description except as qualified in the description. Where it occurs in descriptions of succeeding terms it shall mean the whole of the preceding description which is contained within the appropriate brackets.

**Fix Only:** Shall mean take delivery on site (unless otherwise stated), unload where necessary, transport within site compound, store, unpack, check contents against orders and packing lists, assemble as necessary, distribute and hoist or install to position, test and commission.

**Supply Only:** Shall mean procure, deliver to site (unless otherwise advised), unload where necessary, transport within site compound, store, unpack, check contents against orders & parking lists, repack, assemble as necessary and store neatly in the storage space provided by others as directed.

**Supply and Install:** Shall mean undertaking both supply only and fix only.

**Agreement:** Shall means this Agreement, its Schedules, the Contract Drawings, the accepted Bills of Quantities, the specifications, the letter of acceptance, the Purchase Order, and such other documents as may be expressly incorporated in the letter of acceptance or contract agreement (save as may otherwise be varied by this Agreement)

**Bills of Quantities, Contract Bills or BOQ:** Shall mean the document drawn up by the Engineer and priced by the Contractor to arrive at a contract price.

**Certificate of Practical Completion:** Shall mean a certificate issued by the Engineer / Architect to the Contractor to signify a state of completion where, in the opinion of the Engineer / Architect, the Works are substantially complete and can effectively and conveniently be used for the intended purposes

**Code of Conduct:** Shall mean the Contractor Code of Conduct as set out in Schedule 9 to this Agreement

**Practical Completion:** Shall mean that the Works have been substantially completed in all material respects such that the Site is capable of being taken over and used by the client for the purpose for which it was intended without prejudicing the safe and convenient use of the Site and there are no Defects other than those identified in the Defect List

**Contract Drawings:** Shall mean drawings showing and describing the Works to be done or to be prepared by the Contractor and includes any modifications to such drawings and where the context requires includes drawings prepared by the Contractor and approved by the client

**Contract Period:** Shall mean the period agreed for the construction of the Works and stated in the appendix to these conditions or extended in accordance therewith

**Contract Price:** Shall mean the price for the Works as stated the agreement or as adjusted in accordance with the contract.

**Defect:** Shall mean any aspect of the Works which is not in accordance with the contract or to the reasonable satisfaction of the Engineer / Architect

**Final Acceptance:** Shall mean that the Services have been carried out and completed within the terms of this Agreement and all the Defects List items completed

**Final Certificate:** Shall mean a certificate issued by the Engineer / Architect to the Contractor signifying that the Works have been carried out and completed in accordance with the terms of contract and that all adjustments to the contract price have been made in accordance herewith.

**Final Account:** Shall mean the document prepared by the Engineer containing all the adjustments to the contract price in accordance with the conditions of contract and which in his opinion is the total value of the Works at completion.

**Interim Payment Certificate:** Shall mean any certificate of payment issued periodically as the Works progress by the Engineer / Architect

**Prime Cost Sum:** Shall mean a sum included in the contract bills for works or services to be executed by a nominated sub-contractor, statutory or other authority or for materials or goods to be obtained from a nominated supplier.

**Provisional Sum:** Shall mean a sum included in the contract bills for the execution of work which cannot be entirely foreseen, defined or detailed at the time the tender documents are issued.

## **EXTENT OF INSTALLATIONS**

The Tenderer shall include in his tender, prices, manufacture, inspection, testing, packing, shipment, insurance, shipping, customs duties, taxes, delivery to site, unloading and all other charges. The Tenderer shall also include for complete erection, tests on completion, setting to work, finishing and painting and maintenance of all items of plant and equipment described or implied within these Technical Specifications and shown on the relevant drawings to the satisfaction of the Engineer and the Architect.

The installed services within the buildings shall be complete in all respects as specified herein, and shall include all items of equipment, materials, accessories, fittings, supports, etc. necessary whether such items are specifically referred to in the Contract or not. The Tenderer shall be deemed to have included in his tender price all items necessary such that the installations are complete in all respects and left in good working order.

If awarded the Contract, the Contractor shall be expected to provide fully detailed drawings shop of the entire installation together with layouts of all proposed civil and building works etc. required to accommodate/house the plant and equipment, these layout drawings and details being related to the existing layouts as may be necessary. The drawings shall be submitted for approval within three (3) weeks of the award of the Contract such that the Engineer can be made aware of all requirements. It shall be deemed to be the responsibility of the Contractor to ensure all civil and builder's works required for this Contract are prepared and/or provided to suit the programme of this Contract. No claims will be entertained.

All proposed new layouts and structures shall be subject to the full approval of the Engineer

### **PROGRAMME OF WORKS.**

The Tenderer shall provide within a stipulated period of acceptance of his tender and award of Contract, a complete programme for the proposed installations to be executed indicating the anticipated commencement and completion dates of the following activities:

Submission of working drawings for approval

Placing of orders with other specialists for plant and equipment to be incorporated in the works

Receipt by the Contractor from other specialists of plant to be incorporated in the works.

Manufacture by the Contractor of plant to be incorporated in the works

Inspection and testing by the Engineer

Shipment of the plant from country of manufacture

Delivery of the plant and equipment to site

Erection on site, details for all activities

Kenya Power & Lighting Company installations, ICT installations, National, County or any other statutory body installations as desired by contract

Tests on Completion.

Training to management team

Operations shall be commenced when instructed and shall be carried forward to completion with the greatest possible expediency, to the satisfaction of the Engineer, in accordance with the Programme. The Contractor's programme shall be agreed with the Engineer and shall adhere fully to the requirements and timing of the agreed Main Contractor's programme.

### **TENDER CONDITIONS**

Any act of collusion that may distort normal competitive conditions may cause the rejection of the tenders concerned. By participating in the tendering, tenderers certify not to be involved in such acts of collusion.

Tenders containing abnormally high or low unit prices and /or lump sums may be rejected. Before such rejection, however the tenderer may be given the opportunity of giving a detailed explanation in writing.

Tenders must be returned complete and tenderers or their assigned representatives are at liberty to witness the tender opening at the time and venue stated in the letter of invitation to tender. Tenders received after the stated time will be returned unopened and incomplete tenders will be rejected.

Tenders are invited in strict accordance with the documents issued, counter offers submitted with tenders will not be considered, letters of qualifications with tenders may be ignored if they have the effect of modifying either the terms of a tender or the compatibility of a tender with the other tenders. However, should a tenderer, in good faith wish to propose modifications to the tender terms, conditions and contents

for the purposes of reducing the tender amount then he shall contact the Engineer in writing well before the date of tender opening. Should the Engineer approve the proposed modification, all tenderers will be advised in due time for the modification of their tenders. No proposed modification will be considered unless this procedure has been followed.

The client is not bound to accept the lowest or any tender, nor is the client bound to divulge reasons for the acceptance or non-acceptance of any tender. Any tender may be accepted by the client within the stated period unless previously withdrawn by the tenderer.

All deletions, additions and corrections to figures inserted in the tender document are to be counter signed by the tenderer.

In the event of two or more tenders being in the same sum, tenderers may be given seven (7) days within which to revise their tender prices. Should there again be two or more tenders in the same sum, and in the absence of any qualities to give one tenderer preference over the other(s), then, the Contract may be awarded by drawing lots in the presence of the tenderers concerned.

### **TENDER TECHNICAL DATA**

Where included in the Tender Documents, all Tenderers shall complete Schedules of technical data. Otherwise the Tender may not receive full consideration, and will be liable to rejection.

### **TENDER EVALUATION PROCEDURES**

Following the return of the tenders for the works measured in these bills of quantities, arithmetical and other analysis will be carried out in order to select the lowest acceptable tender in terms of responsive and realistic pricing, etc. This section will be at the sole discretion of the client.

The unit rates offered by the selected tenderer will then be applied to new quantities measured by the Engineer for the revised scope of works.

The resultant total, together with the priced preliminaries and any modified prime cost and provisional sums will be consolidated into a sum for which the Contract will be signed.

This procedure will be applied only to the selected tender. Neither the Client nor the Consultants will enter into discussion or any correspondence with the other tenderers after the selection process has been carried out and no reasons will be given for selection or non-selection.

Any tenderer unable to comply with these procedures will be disqualified from the selection process

### **ACCESS TO SITE AND SECURITY**

Means of access to the site will be as directed by the Engineer. No other access will be permitted in any circumstances.

### **AREA TO BE OCCUPIED BY THE CONTRACTOR**

Areas to be occupied by the Contractor for use as storage shall be as directed by the Project Engineer.

### **DRAWING(S)**

#### **Tender Drawings:**

The Contractor will be deemed to have examined the drawings before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the method of installation involved. No claims arising out of misapprehension in these respects will be allowed.

The Drawings indicate generally the arrangement of the installations and are for assistance in tendering only. The position of equipment and apparatus shown thereon are approximate only, the exact positions, together with the actual runs of ductwork, trunking and conduit etc., will be agreed upon with the Engineer and the Client prior to commencement of work. It shall be deemed that the prices entered by the Contractor include for the repositioning, of the various services, to meet the above requirements. No claims will be entertained.

The Engineer will furnish the Contractor within a reasonable time after the receipt by the Engineer of a written request for the same, any details of which, in the opinion of the Engineer are necessary for the execution of any part of the works. Such a request shall be made only within a reasonable time prior to the execution of such work in order to fulfill the Contract. One copy of the Drawings, details and Technical Specifications shall be kept on the site until the completion of the Contract and the Engineer shall at all reasonable times have access to the same. The Contractor shall return all copies of Drawings and other relevant details to the Engineer on the completion of the Contract.

Additional Drawings will be issued by the Contractor to the Engineer to suit the design requirements of the works. These Drawings being issued either during or after the tender period as may be required or necessary. These Drawings will supplement the details contained within the Technical Specifications and Bills of Quantities and the Tenderer shall be deemed to have taken these into account in his pricing. Where the Contractor can demonstrate that the Drawings relate to new approved or additional items these new or additional items shall be priced to approval in accordance with the Contract rates and prices.

#### **Award / Contract Drawings:**

Two (2) copies of all drawings and a copy (1) of the specifications will be furnished free of cost to the Contractor (whose tender has been accepted) for his own use. Any extra copies will be paid for.

The Contractor shall at his own risk and cost execute and perform the works described in the conditions of contract and bills of quantities and detailed in the drawings provided and supplied to the Contractor for the purpose of works and completely finish the said works in a good workmanship and with the utmost expedition.

The Contractor shall satisfy himself as to the correctness of all drawings and measurements as per site conditions. If the Contractor finds any discrepancy in the drawing or between the drawing and the specifications he shall immediately refer the same to the Engineer who will decide which shall be followed.

Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawing. Details shown on drawings shall be taken in preference to items and quantities in the specification.

#### **Shop / Working Drawings:**

The Contractor shall prepare fully detailed Shop / Working Drawings for all items of plant, equipment and accessories required for installation under this section of the Contract. Two (2) copies of each Drawing shall be forwarded to the Engineer for approval and or comments and one (1) soft copy in PDF and CAD formats. One (1) copy will be returned stamped "Approved" or "Not-Approved". Where Drawings require further information and/or modifications to meet the comments made by the Engineer they shall be re-submitted, again as above, for approval.

When Drawings have been approved two (2) further copies as above shall be forwarded to the Engineer, together with copies to the Architect, Site and the Client.

Shop / Working drawings, and, where relevant, calculations in respect of the following shall be prepared by the Contractor and submitted to the Engineer for his approval commencing within ten (10) days from acceptance of the tender. These are (As Applicable to the specific service):

Cabling and external cable routes

Details of all conduit and trunking runs in respect of different services

Details of lighting and power circuits, routes etc.

Details of sub-main switchgear and distribution boards

Details of Lightning and surge protection

Details & Layouts of all ducts, chases, holes, trenches and all other services throughout the whole of the building and associated external works

Details & Layouts of Fire alarm system and all circuit diagrams

Details & Layouts of all Security Installations

Details & Layouts of all Structured cabling & ICT Installations

Details & Layouts of all Audio Visual & Voice Evacuation Installations

Details & Layouts of all BMS Installations

Details & Layouts of all Generator Installations

Details & Layouts of all Lift Installations

Details & Layouts of all UPS Installations

Details & Layouts of all Automatic Voltage Stabilizer Installations

Details & Layouts of all Rectifiers & Inverter Installations

Details & Layouts of all Plumbing & Drainage Installations

Details & Layouts of all Air Conditioning Installations

Details & Layouts of all Solar water heating Installations

Details & Layouts of all Fire Fighting Installations

Details & Layouts of all Water Heating Installations

Details & Layouts of all Specialized Kitchen Equipment Installations

Details & Layouts of all Sewage & Water Treatment Installations

Details of all equipment and panels

Technical literature for all the services

All Shop / working drawings shall be to scale and fully detailed with all the important dimensions shown and the construction of key components indicated.

During progress of the building works, the Contractor shall make all necessary checks on site to ascertain that the various services can be installed as specified and shown on the approved Drawings.

Where such works cannot be so installed, this must be immediately brought to the notice of the Engineer and Architect prior to the progress of such works.

The Engineer, in conjunction with the Architect and the Client, will check and return the Drawings submitted for approval within a reasonable period, but in any case not exceeding fourteen (14) days from receipt of the Drawings.

The layouts of plant and equipment are for general guidance only. The Contractor shall assess the requirements and prepare a plant layout Shop / Working drawing for approval within twenty one (21) days, the required liaison being maintained with other specialists, such that an agreed layout is submitted for approval.

### **Record (As-Built) Drawings:**

As soon as the works are complete and all tests satisfactorily carried out, the Contractor shall hand to the Engineer two (2) sets of Record Drawings, together with one (1) set of soft copy of the same in PDF and CAD formats, showing the works as finally installed. These Drawings shall be prepared on approved transparent plastic material in black ink or as approved by the Engineer.

The certificate, of making good defects, will not be issued until this condition has been complied with.

Record Drawings are in addition to detailed Working Drawings and shall show all cable routes, circuits, trunking, conduits, plant, trenches, ductwork and ducts etc., together with the entire plumbing, drainage and firefighting installation, as finally installed.

The Engineer will provide the Contractor with a set of Contract Drawings (in addition to the two (2) sets provided for the Contractor's site and office use), which shall be maintained by the Contractor's representative on site and which shall be used for recording of Contract variations as they occur. This set of Drawings shall be available for the Engineer's inspection on site, and shall be kept up to date.

The cost of the preparation and submission of the above Contract and Record Drawings shall be deemed to be included within the Contractor's prices.

## **CONTRACT AGREEMENT AND CONDITIONS**

### **General:**

The articles of Agreement and conditions shall be based on the agreement and schedule of conditions of building contract forms published by the Kenya Association of Building and Civil Engineering Contractors' (KABCEC).

FIDIC conditions for electrical and mechanical works shall form complementary reference where clear interpretation cannot be made.

Communications Authority (CA) conditions for structured cabling, ICT & Security works shall form complementary reference where clear interpretation cannot be made.

### **Water and Electricity Supply**

The Main Contractor will make water and electrical power available to the Contractor. The Main Contractor and the Contractor will mutually agree whether or not the latter should pay for the water /electricity used for the works. That notwithstanding, no excuse will be entertained for power failure or lack of water as the Contractor is required to make his own arrangements in such circumstances.

### **Contractor's Materials**

Purchase of materials by the Contractor and their storage on site for inclusion in payment certificates far in advance of reasonable requirements may be allowed at the sole discretion of the Engineer. This however is also subject to availability of such storage space.

Storage space may be provided on site.

## **INSURANCE**

The Contractor shall during the execution of the works, insure himself and keep himself insured against all liability under the WIBA or any amendment thereto for accidents to workmen employed by him on the said works and shall hold the client and all parties to the contract harmless in respect of any such liability.

The Contractor shall further insure himself and keep himself insured against all liabilities arising from all Third party claims arising from accidents and he shall hold the client, the Consultants and all parties to the contract harmless in respect of any such liabilities.

No payments on account of the work executed will be made to the Contractor until he has satisfied the Engineer either by the production of an Insurance Certificate that the foregoing provisions have been complied with in all respects.

Thereafter the Engineer may from time to time check that premiums are duly paid up by the Contractor who shall, if called upon to do so, produce receipts of premium renewals for the Engineer's inspection.

### **BOND**

The Contractor shall find and submit for the approval by the Engineer one (1) surety who shall be an established bank, Insurance company or fidelity guarantee corporation and who will be willing to be bound to the client and/the Client in an amount equal to ten percent (10%) of the Contract amount for the due performance of the Contractor upto the date of completion as certified by the Engineer and who will then and if called upon, sign a bond to that effect, on the same day as the Contract agreement is signed.

In the event of the surety named not being approved by the Engineer, the Contractor shall furnish within seven (7) days another surety to the approval of the Engineer.

### **SAFETY, HEALTH AND WELFARE OF WORKPEOPLE**

The Contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant ordinances, Regulations or Union agreement.

### **NATIONAL INSURANCE AND PENSIONS**

The Contractor shall allow for making any National Social Security Fund and National Hospital Insurance Fund payments due in respect of workpeople.

### **HOLIDAY AND TRANSPORT OF WORKPEOPLE**

The Contractor shall allow for providing holidays and transport for workpeople and for complying with any relevant ordinances or union agreement.

### **TRAINING LEVY**

The Contractor's attention is drawn to legal notice no. 237 of October, 1971, which requires payments by the Contractor of a training levy on all contracts of more than KShs. 50,000/= in value and his tender must include for all costs arising or resulting therefrom. Proof of payment of those training levies will be required.

### **EXISTING PROPERTY**

The Contractor shall take every precaution to avoid damage to all existing property including flower beds, fences, roads, cables, office equipment, pipes, drains, plant, equipment, adjacent buildings and other services and he will be held responsible for all damages arising from the execution of this Contract to the

afore-mentioned property and he shall make good all such damage where directed at his own expenses to the satisfaction of the Engineer.

**FOREMAN**

The Contractor shall keep constantly on works a competent English-speaking foreman and any directions or explanations given by the Engineer to such a foreman shall be deemed to have been given to the Contractor.

**SUPERVISION AND WORKING HOURS**

The works shall be executed under the direction, and to the entire satisfaction in all respects, of the Engineer who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the Contractor.

The working hours shall be those generally worked by good employers in the building and civil engineering trades taking note of gazetted holidays unless the Engineer shall so direct.

No work shall be covered up in the absence of the clerk of works without the prior approval of the Engineer in writing

**SAMPLES**

The Contractor shall furnish at his own cost any samples of materials or workmanship that may be called for by the Engineer for his approval or rejection and any further samples in the case of rejection until such are approved by the Engineer, and the Engineer may reject any materials or workmanship not in his opinion up to the approved samples.

The Engineer shall instruct for the testing of such materials as he may at his discretion deem desirable and the testing shall be made at the Contractor's cost.

The Contractor shall allow in his tender for such samples and tests.

**TRADE NAMES**

Except where expressly stated, where trade names of manufacturer's catalogue numbers are mentioned in these specifications, the reference is intended, as a guide to the type of the article or material required. The Contractor may use any article or material equal in type or quality to those therein described subject to the prior approval of the Engineer, and at his (Engineer's) absolute discretion. The onus of proof as to equivalent quality will rest with the Contractor, whose tender will be deemed to include for the makes described hereafter.

**MATERIALS, TOOLS, PLANT ETC.**

The Contractor shall allow for providing of all ladders, tools, plant and transport required for the works, except in so far as may be specifically stated otherwise.

All materials and workmanship used in the execution of works shall be of the best quality and description unless otherwise described. Any materials for the works condemned by the Engineer shall immediately be removed from the site at the Contractor's expense.

All materials, fittings and accessories are to be new and in accordance with the requirements of the current legal and regulatory framework where such exist, and with the relevant international standards.

Uniformity of type and manufacture of fittings and accessories is to be as far as practicable preserved throughout the whole Works.

The Contractor shall provide at his own risk and cost all materials, scaffolding, tools, plant, transport and workmen required for the works except, insofar as may be stated otherwise herein.

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.

Any defects which may appear, either of materials or of workmanship, during the defects liability period provided by the Contract, shall be made good by the Contractor at his own expense, as and when directed.

If the Contractor shall fail to carry out such orders, as by the preceding paragraph provided within such reasonable time as may be specified in the order, the materials or works affected may be made good by others in such manner as the Engineer may direct, in which case the cost thereby incurred shall, upon the written certificate of the Engineer, be recovered from the Contractor as liquidated damages.

## **ORDERS**

Copies of all orders for major items of plant, equipment and materials places with suppliers shall be provided in triplicate to the Engineer together with a soft copy

## **INSPECTION AND TESTS AT MANUFACTURER'S WORKS**

The Engineer, or his duly authorized representative, shall have at all reasonable times access to the Contractor's premises to inspect and examine the materials and workmanship of the mechanical and electrical plant and equipment during its manufacture.

If part of the plant and equipment is being manufactured on other premises, the Contractor shall obtain on behalf of the Engineer, or his duly authorized representative, permission to inspect as if the plant and equipment was manufactured on the Contractor's own premises. Such inspection, examination or testing, if made, shall not relieve the Contractor from any obligation under the Contract.

Where the plant and equipment is a composite unit of several individual pieces manufactured in different places, it shall be assembled and tested as one complete working unit, at the Maker's works, to specifications and the relevant International Standards where applicable.

## **TRANSPORT**

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimize the possibility of damages and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before installation.

Adequate measures shall be taken by the sub-contractor to ensure that plant and equipment do not suffer any deterioration during transit and transportation.

Prior to installation, all accessories, plant and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or has been damaged to such an extent that it is not suitable for installation, then the sub-contractor shall replace this equipment at his own cost.

## **STORAGE**

Space for storage will be provided by the Main Contractor but the Sub-contractor will be responsible for the provision of any lock-up sheds and stores required.

Nominated sub-contractors are to be made liable for the cost of any storage accommodation provided specially for their use. No materials shall be stored or stacked on suspended slabs without the prior approval of the architect and structural engineer

## **SUNDRIES**

The necessary holding down bolts, supporting brackets and templates, guards and screens, locks, piping, conduits, lamps and other requisite sundries whether specified in detail or not shall be provided, under the Contract and it shall be deemed that the Contractor's prices, rates and the like include for all such items.

## **BLASTING**

Blasting will not be allowed unless with express authority of the Engineer.

## **HOISTING**

The Contractor is referred to the Drawings and to the general description of the building. Throughout these specifications generally no mention is made of heights for hoisting.

All prices must include for hoisting and fixing at any level within the limits shown on the drawings or included in the general description of works. Where a particular level is specified the Contractor shall price accordingly.

## **CASING UP AND PROTECTING**

The Contractor shall be responsible for casing up or otherwise protecting to the satisfaction of the Engineer all parts of the Contract works liable to cause injury and for removing such protection and making good on completion.

The Contractor shall also carefully protect from injury by weather all Work and materials which may be affected thereby and allow in his prices for all dams, pumping, shoring, temporary drains, sumps etc. necessary for the purpose. The Contractor shall clear away and make good at his own cost to the satisfaction of the Engineer all damage caused thereby.

## **BUILDERS WORK & CIVIL WORKS**

Builder's Work and Civil Works that are incidental to this section of the Contract (Ordinarily referred to as Builders Works in Conjunction with Services or abbreviated BWICS) such as cutting of holes in walls and floors, provisions of foundations for the plant and machinery, shall be the responsibility of the Main Contractor. The Contractor shall be fully responsible for the preparation of all such details that relate to such works, the details being subject to approval by the Architect and Engineer prior to submission to the Main Contractor for action. Other items such as fixing of brackets, cables and ductwork and trenching, making good etc. shall be carried out by the Contractor to suit the installation of all the services.

It is the Contractor's sole responsibility to ensure that all holes and chases are in the required position and that any additional ducts, holes and chases necessary for erection of the installations in situ concrete walls, floor slabs etc., are included in the early stages of construction as appropriate.

The Contractor shall furnish the Engineer, Architect and Main Contractor with all the necessary information including position of foundations, brackets and fixings and shall ensure that such works are performed in accordance with available information.

The Contractor shall include in his tender all supports, fixings, plugging of holes in walls, ceilings and floors to facilitate the fixing of the pipework, accessories, and all other portions of the specified installations. Any purpose-made fixing brackets shall also be provided and installed by the Contractor, including escutcheon plates and the like.

The Contractor shall supply and install approved pipework, ductwork, trays, Ladders, Light fittings and Equipment support brackets and hangers. It shall be deemed that prices include for any special requirements and that the Contractor has visited the site during the tender period to ascertain all details.

The Contractor shall pay particular attention to the fixing and alignment of items. All items shall be installed square, true and perpendicular to floors in clear parallel lines i.e. as shown on Drawings and as may be required at site to the Engineers approval.

### **SETTING OUT OF WORK**

The Contractor will be responsible for laying out his work and shall obtain all the necessary information as may be required to carry out the work. Such information shall be obtained sufficiently in advance to avoid any possibility of delay to the Works as a whole.

The Contractor shall be fully responsible, and shall seek, the details of all work being carried out by the various trades on Site, particularly where such trades may interfere with each other, or where co-ordination is necessary. No claims for extra costs will be entertained arising from omissions, oversight, or neglect in this regard.

In advance of the delivery of the plant and equipment, the Contractor shall arrange for the supply of all-necessary foundation bolts, templates, nuts, plates, sleeves, anchorages, etc., as required and as may be directed by the Engineer.

### **ERECTION AND CHECKING OF WORK**

The Contractor shall provide, and be solely responsible for, all skilled and unskilled labour, tools, lifting tackle and other equipment required for handling of plant and equipment when transporting to Site, within the Site and during erection.

All erection works shall be subject to approval by the Engineer.

All parts shall pass such tests as required by the Engineer to prove compliance with the Contract irrespective of any tests which may already have been carried out at the Manufacturer's Works. In particular, all special tests made at the Manufacturer's Works shall be repeated at limits approved by the Engineer.

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

On completion of the works, the site and the works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up in a clean and perfect condition in every respect to the satisfaction of the Engineer.

**TESTING AND SITE PERFORMANCE**

The Contractor shall allow for all testing of material and installations required by these specifications and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour, equipment, transport and all other costs.

The Contractor shall give notice of the date of the specified tests to be performed on completion of installation. The notice shall be made in writing to the Engineer at least five (5) days to the date of the specified tests. Unless otherwise agreed the tests shall take place within seven (7) days of the stated date or on such day or days as the Engineer shall in writing notify the Contractor in writing. The tests shall be carried out under normal working conditions to the satisfaction of the Engineer and shall extend over such continuous periods as he may direct.

All skilled labour, supervision, apparatus, fuel and instruments required for carrying out the tests will be the responsibility and at the expense of the Contractor. The accuracy of the instruments shall be demonstrated if required. The Contractor shall ensure and avail proof that test instruments are in good working condition and have been calibrated by an authorized agent.

If any part of the plant or equipment fails to pass the specified tests, further tests of the said part shall, if required by the Engineer, be repeated. The Contractor shall, without delay, put in hand such modifications as found necessary so as to meet the requirements of the Contract and any expense which the Client may have incurred by reason of such further tests shall be deducted from the Contractor's Contract price. Each completed system within the installation shall be tested as a whole under operating conditions to ensure that each component functions correctly in conjunction with the rest of the system.

**TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall proceed with the works in such manner and in such order, as the Engineer shall direct so as to complete the works on the shortest possible time.

It is the responsibility of the Contractor to ensure that all material, fittings, equipment and items to be supplied are ordered and delivered to the site ready for installation at such times as to cause no hold up to the programme of work

**NOTE:**

The sub-contract completion period shall be the same as that of main contract. Liquidated damages and Ascertained damages shall be calculated pro-rata on the rate provided in the main contract.

**SPECIALIST MANUFACTURERS**

Where specialists are not nominated by the Client, the Contractor shall appoint specialist manufacturers and suitable specialists for any sections of the Works described herein in which he is not himself an experienced, recognized and approved specialist.

The Tenderer shall, on submission of his tender, indicate the names of all proposed specialist manufacturers and specialists, together with the precise sections of the Works for which each will be responsible. The Contractor may be required to seek alternative manufacturers or Contractors or to accept specialists nominated by the Engineer. It shall be deemed that the prices entered in the tender include for this requirement.

For plant and equipment supplied by suppliers other than the Contractor, the Contractor will be required to furnish an agreement between himself and the supplier stating that he is authorized by the supplier to deal in the plant and equipment and that he is authorized to stock the necessary spare parts or that the Client will be authorized to revert to the supplier in the event of breakdown of the plant or equipment.

The Contractor shall allow in his prices for phasing his work to meet the requirements of the other specialists, and for varying his programme or otherwise, to comply with the erection programme of such specialist. No additional costs will be allowed to the Contractor for and disruptions to his programme, or otherwise, in his compliance with the above requirements.

### **PAYMENT AND CERTIFICATES**

Payments shall be made through certificates direct to the Contractor. All payments shall be less retention as specified in the Contract agreement. The Contractor shall be paid only for work done and /or materials on site. Payments shall be subject to prevailing statutory deductions such as withholding tax, etc.

The percentage of certified value retained should be 10%. Limit of Retention shall be a sum equivalent to 5% of the Contract sum.

No certificate so issued by the Engineer/Architect shall in itself be considered conclusive evidence as to the sufficiency of any work or materials to which the terms and conditions of this agreement or from his liability to make good all defects as provided thereby.

### **VALUATION OF LUMP SUMS AND PRELIMINARY COSTS**

Lump sums entered in these bills of quantities against any item of general condition or preliminaries will be included in appropriate valuations according to reasonable assessment by the engineer of actual costs involved in each item.

### **PAYMENT FOR MATERIALS ON SITE**

All materials for incorporation in the works must be properly installed before payment is effected unless specifically exempted by the Engineer. This is to include the materials of the Contractor, and his nominated suppliers.

### **PAYMENT FOR MATERIALS OFF SITE**

Payment for any material off site will be subject to the Contractor providing a bank guarantee of equivalent value and clearly indicating that the bank undertakes to pay the client the full sum of the guarantee amount immediately upon the client's first written demand declaring the tenderer to be default and without cavil or argument. This shall be from an **Approved Bank**.

The Bank Guarantee validity period to be no sooner than the end of the Defects Liability Period of the project except where a special waiver is granted by the client in writing.

Advance payments will also be treated as Material off site save for being secured by an Advance Payment bank bond.

### **CLAIMS FOR EXTRAS**

This is a fixed price contract and no claims whatsoever on extras will be entertained save where a variation to the contract is expressly directed by the engineer in writing.

**FLUCTUATIONS**

This is a fixed price Contract and no claims will be allowed on fluctuations. The tenderer's prices will be deemed to have allowed for forecasts on price fluctuations, inflation or exchange rate.

**COMMISSIONING & TRAINING**

The Contractor shall train the Client's Maintenance management team or his representative on the operation and maintenance of the various components forming the mentioned installation and shall provide drawings, diagrams and manuals to ensure the Maintenance Management Team or his representative is completely conversant with such installations.

Proof of training will be required and must have the names and signatures of those trained and the dates and what they were trained on.

The Contractor shall ensure that the services installations are left in complete safe working order and operating to the satisfaction of the Engineer.

**TEST RECORDS**

The Contractor shall make the necessary records of all the tests carried out, and when the tests have been successfully completed he shall provide the Engineer with test records and reports in a format to be agreed.

**DUST, INSECT AND VERMIN PROOFING**

All equipment, likely to be affected by ingress of dust, shall be effectively dust proofed and vermin proofed where no protection is afforded in its normal manufactured form. All materials used shall be in general resistant to attack by insects, micro-organisms or other fauna or flora.

Materials used for such protection shall be to the approval of the Engineer.

**PAINTING & FINISHING**

All plant and equipment installed under this Contract shall be painted or otherwise finished to approval in accordance with appropriate international code for standard colours to be furnished by the Contractor prior to the shipment or manufacture of the plant or equipment including all pipework, ductwork, etc. Such finish shall be entirely compatible with the conditions of heat, humidity, exposure to the weather, and other relevant factors arising from the materials, location and condition of operation of the equipment.

The Engineer may request samples of paint finishes, the cost of which shall be deemed to have been included within the tendered prices for all works.

All final painting of equipment, fixtures, and accessories shall be carried out by the Contractor, except where it is the usual practice of the manufacturer of items of plant and equipment to apply a high standard of protective finishing paintwork in the shop before dispatch. This will be acceptable provided the Contractor at his own costs makes good any damage to paintwork, occurring in shipment, transportation and installation.

The interiors of electrical switchboards, control panels, and similar items, shall be finished in an approved enamel colour and shall comply with the appropriate international standards for enamel finish which shall be furnished by the Contractor prior to shipment or manufacture of the plant or equipment. The exteriors of such panels and enclosures shall be of international standards specification colour as specified by the Engineer.

**LABELS**

All items related to the installations shall be neatly and clearly labeled externally with identification marks corresponding with those on Drawings or in Technical Specifications. Final details shall be agreed upon by the Contractor and the Engineer.

Identification labels shall be of laminated plastic material engraved, black on white, with no less than 6mm "Lino" style letters and shall be fixed on or adjacent to all items by means of at least two brass screws or to the approval of the Engineer. Self-adhesive labels shall not be permitted.

All main switches, circuit breakers, isolators, valves, motors, switch-fuse, consumer service units, and distribution boards etc. shall be neatly and clearly labeled externally with identification marks corresponding with those on the Drawings or Technical Specifications using "Red Trafolyte Labels" of Minimum 10mm Height.

Final details shall be agreed upon by the Contractor and the Engineer.

All labels/plates shall be in English language

**DEFECTS LIABILITY PERIOD**

The defects liability period shall be 6 months from the date of Certificate of Practical Completion.

**COMPLETION DOCUMENTS**

The contractor shall supply the Engineer with the following sets of completion documents in three (3) sets hard copy on scale of 1:100 and a soft copy in both PDF and CAD formats.

**Record (As-Built) Drawings:** As stated above.

**Maintenance manuals:**

At the start of the defects liability period, the Contractor shall hand over to the Engineer, Three (3) sets of maintenance and operations manuals for each plant and equipment installed. These manuals shall be in English and shall be fully illustrated.

**Test Records:** As stated above.

**WARRANTY AND PERFORMANCE STANDARDS**

The Contractor must furnish the client through the Engineer with a general written warranty covering quality of workmanship, material and equipment and be compelled thereby for a period as shall be provided in the Contract Schedules.

Whereas in a case where the period is not mentioned, then the Warranty cover should be for a minimum of one year (12 Months) after practical completion of the Contract.

The Contractor must make good, at his own expense, such repairs and replacements as may be required as a consequence of negligent workmanship or defective materials.

The Contractor must also procure such warranties and guarantees as aforesaid from all manufacturers and/or suppliers of materials or equipment incorporated in the project under this contract.

The Contractor must comply in all respects with given standards of workmanship as defined and described in the specifications and Bills of Quantities and relevant codes of Practice.

The Contractor must also comply with all tests of materials as required and/or directed by the Engineer.

**Total for preliminaries and general conditions C/F to price summary page**

**Kshs.**.....

**2b. PARTICULAR QUALIFICATION FOR BIDDERS**

All bidders must provide details of the bidding subcontractors as below;

Name of the subcontractor:

Address:

Signature:

Stamp:

**PLUMBING, DRAINAGE & FIRE FIGHTING INSTALLATIONS**

Subcontractor indicated above **must** fill and attach required documentary evidence as requested below:

**CERTIFICATES**

Item	Requirement	Instruction to bidders	Filling by Bidders	Remarks
A1.01	Incorporation Certificate	Attach copy of certificate and fill in Number		
A1.02	Trader License	Attach copy of Trade License and fill in Number		
A1.03	PIN Certificate	Attach copy of PIN Certificate and fill in Number		
A1.04	VAT Compliance Certificate	Attach copy of VAT Compliance Certificate and fill in Number		
A1.05	Valid NCA Certification	Attach copy of NCA 4 Certificate and fill in		

		Registration Number		
A1.06	County government Plumbing & Drain layer Certificate	Attach copy of Plumbing Certificate and fill in Registration Number		
	Other Certifications	List here & Attach copies of any other certificates that the company might have achieved e.g. ISO, etc.		

**COMPANY ORGANIZATION**

Item	Requirement	Instruction to bidders	Filling by Bidders	Remarks
B1.01	Company Organization Structure	Attach Organogram showing the different levels of the company structure complete with names		
B1.02	Company Directors	Fill in Names of Directors indicating their citizenship, shareholding and their role in Project if Any		
B1.03	Staffing	Fill in Number of Staff in organization and attach <b>PROOF</b>		
		Administration		
		Finance		
		Technical		
		Project Managers		
		Site Agents		
		Engineers		

		Technicians		
		Artisans		
		Support Staff		
B1.01	Credentials for Staff Proposed for this Particular Project	Company CEO		
		Project Manager(s)		
		Project Site Agent(s)		
		Project Site Foremen		

### FINANCES

Item	Requirement	Instruction to bidders	Filling by Bidders	Remarks
	Fill in the details below and attach <b>PROOF</b> of the same			
C1.01	Company Bankers	Attach copy		
C1.02	Turnover (Last 3 Years)	Year 2022		
		Year 2023		
		Year 2024		

### PROJECTS

Item	Requirement	Project (Filling By Bidder)	Details Filling by Bidders	Remarks
	Bidder to list Similar projects done in the last 5 years listing client name, award sums, Final Account sums, Award letters and Completion certificates (if completed). Attach <b>PROOF</b> .			
D1.01	Completed Projects			
D1.02	Ongoing Projects			
D1.03	References – Names & Contacts			

**Signatories:**

Name: ..... Designation: ..... Date: .....

Sign:

Name: ..... Designation..... Date: .....  
Sign:

Name: ..... Designation..... Date: .....  
Sign:

## **2c. SPECIAL NOTES TO ALL TENDERERS**

**CONTRACT TYPE:** This is a fixed price Contract and no claims shall be entertained on whatever ground. The Contractor is advised to include all such costs as he projects may arise in his unit rates. Any variations in the exchange rate will also be no excuse for any variations in the contract sum.

**COPYRIGHT:** The copyright of this specification is vested in the Engineers and no part thereof may be reproduced without their express permission, given in writing.

**CURRENCY:** The specifications must be priced in [Kenya Currency i.e. Shillings and Cents](#) unless Otherwise as may be expressly stated

**QUALIFICATION:** The tenderer shall not otherwise qualify the text of this specification. Any alteration or qualification made without authority will be ignored and the text of the specification as printed adhered to.

**BILLS OF QUANTITIES:** The Bills shall be read in conjunction with the Preliminaries, General Conditions of Contract, Technical Specifications and Drawings

**PAGES IN DOCUMENT:** The tenderer is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he/she must inform the Engineers at once and have the same rectified. Should the tenderer be in doubt the precise meaning of any item, word or figures or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Engineers in order that the correct meaning may be decided upon before the date for the submission of the tenders.

**RATES & PRICES:** The rates and prices tendered in the priced Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Plant, equipment, labor, supervision, materials, erection, maintenance, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract, including taxes and duties (including V.A.T). The quantities given are provisional and are for guidance only. The whole works shall be re-measured upon practical completion.

**FILLING OF RATES:** A rate or price shall be entered against each item in the priced Bills of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bills of Quantities.

**PRICE ALLOWANCES:** The tenderer shall be deemed to have made allowances in his unit prices generally to cover items of preliminaries or additions to prime cost Sums or other items priced against the respective items.

**TAXES:** The tenderer's price shall include all government taxes including duties, VAT, etc. No claims whatsoever will be allowed if the tenderer does not price them as aforementioned. VAT must be calculated for all sums as filled in the document which includes contingencies, PC Sums etc.

**COST:** The whole cost of complying with the provision of the Contract shall be included in the Items provided in the Bills of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

**TENDER EXPENSES:** In no case will expense incurred by the tenderer in preparation of this tender be reimbursed.

**REFERENCES:** General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. Reference to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bills of Quantities.

**PC SUMMS & CONTINGENCIES:** Provisional Sums and contingencies included and so designated in the Bills of Quantities shall be expended in whole or in part at the sole discretion of the Engineer.

Under no circumstances shall the contingencies in the BQ be used to cater for contractor's omissions or underquoting of items listed in the Bills.

Under no Circumstances shall the contractor claim any costs e.g. profits, attendance, etc. connected to the PC sums and contingencies if the client were to omit or relocate the same to others

**ERRORS:** No liability whatsoever will be admitted nor claim allowed in respect of errors in the completed tender due to mistakes in this document which should have been rectified in the manner described above.

Errors in pricing will be corrected by the Engineer for any arithmetic errors in computation or summation as follows: -

a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Engineer, there is an obviously gross misplacement of the decimal point in the unit prices, in which event the total amount as quoted will govern and the unit rate will be corrected

**MATERIALS ORDERING:** The Contractors shall be solely responsible for the accurate ordering of materials in accordance with the drawings and these specifications.

**CLIENT SUPPLY ITEMS:** The client retains the right to decide if the contractor would supply specific fittings / items as specified and the fittings / items or whether the same shall be handled via direct procurement by the client

Under no Circumstances shall the contractor claim any costs e.g. profits, attendance, etc. connected to the "Client Supplied" items if the client were to Omit or relocate any items noted as "Client Supply" in the Bills to others.

**Fix Only:** Shall mean take delivery on site (unless otherwise stated), unload where necessary, transport within site compound, store, unpack, check contents against orders and packing lists, assemble as necessary, distribute and hoist or install to position, test and commission.

**Supply Only:** Shall mean procure, deliver to site (unless otherwise advised), unload where necessary, transport within site compound, store, unpack, check contents against orders & parking lists, repack, assemble as necessary and store neatly in the storage space provided by others as directed.

**Supply and Install:** Shall mean undertaking both supply only and fix only

**Appendices 1 and 2:** must be filled and submitted with the RFQ

Signed (As in form of Tender) \_\_\_\_\_

Official Stamp & Date \_\_\_\_\_

## **BID EVALUATION CRITERIA**

### **MANDATORY EVALUATION**

<b>ITEM</b>	<b>MANDATORY REQUIREMENT</b>	<b>SUBMITTED (YES / NO)</b>
1	Certificate of incorporation/registration	
2	Valid tax compliance certificate	
3	Valid registration with National Construction Authority (NCA4) in <i>Mechanical Works, Firefighting, Plumbing and Drainage.</i>	
4	Valid county Government Plumbers Licenses.	
5	Catalogues for equipment ( <b>All the material specified in the BoQ</b> ) to be supplied.	
6	Certified trainer by the Director of Occupational Safety and Health Services in Occupation Health and Safety	
7	Certified trainer by the Director of Occupational Safety and Health Services in First Aid Providers	
8	Work Plan and Methodology	
9	Signed and stamped <b>Britam Supplies code of Conduct ( appendix 1)</b>	

10	Signed and stamped <b>Business Probity and Litigation History ( appendix 2)</b>	
11	Certificate of mandatory Site visited signed and Stamped by the client	

***Full Compliance by the tenderers shall be required. Hence, the tenderer shall not proceed to Technical evaluation.***

## TECHNICAL EVALUATION

ITEM	DESCRIPTION	Marks Total 100
<b>1</b>	<b>Compliance With Technical Specifications:</b> (Note: Tender Evaluation Committee to carryout analysis showing how decision on this requirement has been arrived at) <i>The Bidder for Evaluation shall attach evidence of the requested items.</i>	<b>65</b>
<i>1a</i>	<i>Manufacturers Compliance and Certificate attached: UL Listed FM Certified Any other internationally recognized certification e.g. EN, (100% yes - 10 otherwise- 0 mark)</i>	<i>10</i>
<i>1b</i>	<i>Technical Compliance as per <b>Technical Compliance Schedule</b> Below  (100% yes 25 otherwise 0 mark)</i>	<i>25</i>
<i>1c</i>	<i>Work Plan and methodology as per <b>methodology Compliance Schedule</b> Below (as per the marks below)</i>	<i>35</i>
<b>2</b>	<b>Qualification And Experience of KEY Personnel</b> Academic Qualifications and Experience (Evidence to be provided)	
<i>2a</i>	Director of the firm: - 1No. Holder of at least a Diploma with 10yrs experience in relevant Engineering field	1
<i>2b</i>	Project Managers: - 1No. Holder of at least a Diploma with 5yrs experience in relevant Engineering field	1
<i>2c</i>	Artisans with Trade Test Certificate in Relevant Field: - 5No. Holder of at least a Certificate with 5yrs experience in relevant Engineering field	5
<i>2d</i>	Occupational Health & Safety – Trainer (Bidder to provide CVs supported by academic /professional certificates) One (1No.) Occupation Health and Safety trainer registered under the Company or collaborating companies	1
<i>2e</i>	Occupational Health & Safety – First Aider (Bidder to provide CVs supported by academic /professional certificates) One (1No.) First Aid Providers trainer registered under the Company or collaborating companies	1
<b>3</b>	<b>Experience of the firm in similar services</b> Provide One (1No.) projects of similar nature, complexity or magnitude in the last 5 years (Evidence to be Provided in form of completion letters or equivalent)	5
<b>4</b>	<b>Financial Reports</b>	

4a	Audited Financial report (Certified on each page) – Last 3 Years Average Annual Turn-over equal to or greater than the cost of the project	2
4b	Evidence of Financial Resources (Cash in Hand, Lines of Credit, Overdraft Facilities, etc.: Financial Resources should finance the projected monthly cash flow for three months.	3
<b>5</b>	<b>Adequacy of Tools and Equipment</b> Bidder must give proof of ownership or leasing of equipment	
5a	Transport: 2No. Trucks 2No. Pickups'	1 1
5b	Equipment: 2No. Welding Machine 2No. Steel Grooving Machines 2No. Powered Threading Machines 2No. 30 Bar Pressure Testing Unit Drills tools Cutting Tools PPE Equipment HDPE Pipes joining tools HDPE pipes cutting tools	1 1 1 1 1 1 1 1 1 1
<b>Total</b>		

### ***Technical Compliance Schedule***

<b>Item</b>	<b>Description</b>	<b>Specifications</b>	<b>Certification</b>	<b>Document Required</b>
A1.13	PPR-C PN20(Polypropylene Random Copolymer)	Pressure rating 20 bar	ISO 4427 ISO 15874 ASTM F2389	Catalogue for Fitting/Equipment to be attached • approved Certificate for Fitting / Piping to be attached
	HDPE pipes PN 16	Pressure rating 16bars	ISO 4427, ISO 4437, EN 12201, EN 1555, ASTM F714, ASTM D3035, ASTM D3350, AWWA C906, AWWA C901	Catalogue for Fitting/Equipment to be attached • approved Certificate for Fitting / Piping to be attached

## METHODOLOGY

1	Explain clearly your understanding of the scope of the works as per the mandatory pre-tender site visit	5
2	Explain your plan to execute the work with understanding the facility is in operation with minimal disruption	5
3	Explain clearly material and debris handling within the facility Supply Storage Material movement within the building Removal of debris and excess material	5
4	Provide clear work program, work plan and material procurement schedule	5
5.	Explain clearly testing & commissioning method for the complete systems including the existing and giving complete data and report using certified personnel	5
6	Explain clearly risk management strategy and mitigation measures. Risk associated with the works Health and safety of the contractor staff Health and safety of the residents and visitors Installation risks	5
7	Describe clearly type of warranties of the new installations and the existing after commissioning	5

***N/B: Full Compliance by the tenderers shall be required to score 70% of the technical. Hence, the tenderer shall not proceed to financial evaluation.***

## FINANCIAL EVALUATION

Bidders who qualify at the technical evaluation shall be evaluated at this stage as per the Client

## SECTION 03:

## Bills of Quantities



Britam Centre  
Remedial Works-Plun