

ORIGINAL

KENYATTA NATIONAL HOSPITAL



TENDER DOCUMENT

FOR

REHABILITATION OF HIGH

LEVEL PRESSED STEEL WATER TANKS IN TOWER BLOCK

KNH/T/89/2016-2017

**THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202,
NAIROBI.**



Section A: OPEN NATIONAL TENDER NOTICE

Kenyatta National Hospital invites Bidders who are technically and financially capable to supply the following under mentioned items as listed below.

No	Tender No	Tender Description	Closing Date
1	KNH/T/24/2017-2018	Supply and Delivery of Electrical items (<i>Reserved for Persons Living with Disability</i>)	04/05/2017
2	KNH/T/25/2017-2018	Supply & Delivery of Building Items (<i>Reserved for Youth, Women & Persons Living with Disability</i>)	04/05/2017
3	KNH/T/26/2017-2018	Supply and Delivery of Mechanical Items (<i>Reserved for Youth, Women & Persons Living with Disability</i>)	04/05/2017
4	KNH/T/27/2017-2018	Supply and Delivery of Plumbing Items (<i>Reserved for Youth, Women & Persons Living with Disability</i>)	04/05/2017
5	KNH/T/29/2017-2018	Supply & Delivery of Insecticides and Rodenticides (<i>Reserved for Youth, Women & Persons Living with Disability</i>)	04/05/2017
OPEN TENDERS			
6	KNH/T/12C/2017-2018	Supply and Delivery of Processed Meat Products	04/05/2017
7	KNH/T/28/2017-2018	Supply and Delivery of Steam fitting	04/05/2017
8	KNH/T/37/2017-2018	Supply and Delivery of Refrigeration Spares	04/05/2017
9	KNH/T/38/2017-2018	Supply and Delivery of Motor Vehicle Spare Parts	04/05/2017
10	KNH/T/46/2017-2018	Supply and Delivery of Fuel Cards	04/05/2017
11	KNH/T/89/2016-2017	Rehabilitation of High Level Pressed steel water Tanks in Tower block	04/05/2017
12	KNH/T/90/2016-2018	Supply and Delivery of Maternity Theatre Sutures	04/05/2017

Interested eligible candidates may obtain further information and inspect the Tender Documents at the Supply Chain Management Department Room No.6, Administration Block from **Monday to Friday** between **9:00am to 4:00pm**. Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KNH Website (www.knh.or.ke) or <https://supplier.treasury.go.ke>, IFMIS Portal. Hard copies can be obtained from the office of the **Deputy Director, Supply Chain Management** located at the Hospital's Main Administration Block Room 6 from **Monday to Friday** between **9.00 a.m. to 4.00 p.m.** upon payment of a non-refundable fee of **Kshs.1, 000.00** per tender document via **M-pesa Paybill No.626088**, **Account number - name of Supplier** and obtain an official receipt from Cash Office (Administration Block) or Bankers Cheque made payable to Kenyatta National Hospital.

Bidders who choose to download the tender documents from the website free of charge should immediately email their name and contact details (cellphone number, email, and company name) to: procurementknh@gmail.com for records and communication of any tender clarifications and addenda.

Completed tender documents clearly marked with the tender number, **must** be returned and deposited in the Tender Box situated at the **Kenyatta National Hospital Administration Block, Outside Supply Chain Management offices at the specified dates on the advert on or before at 10.00am** and be addressed to:

**The Chief Executive Officer
Kenyatta National Hospital
P.O Box 20723-00202
Nairobi.**

CHIEF EXECUTIVE OFFICER

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INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender .

- 1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
 - (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering

documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.

- 3.6 Tenders shall remain valid for a period of One hundred and twenty (120) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare two copies of the tender, clearly marked each "ORIGINAL" tender and "COPY" tender.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 no later than **04/05/2017 at 10.00 a.m** .The Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Hospital and candidates previously subject to the deadline will therefore be subject to the deadline as extended

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer . Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 The Tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed within twelve months from the date the contract is signed.
- 5.7 Where contract price variation is allowed, the variation shall not exceed 12% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in substance of the tender shall be sought, offered or permitted.

5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award.

6.5 Within 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a

Performance Security amount stipulated in the Appendix to Conditions of Contract.

- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.2.2	The price to be charged for the tender document shall be kshs 1,000 for the hard copy and free for persons who download from our website.
	Price variation shall not be allowed
	Prices shall be quoted in easily convertible currencies to Kenya Shillings.
	Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction: <ol style="list-style-type: none"> 1. Certificate to access government procurement opportunities. 2. Certificate of valid Tax Compliance
	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
	The bidders must submit a Technical and, Financial bid each with one (1) ORIGINAL TENDER and one (1) COPY of the Tender.
	Bulky tenders which will not fit in the tender box shall be received at the Supply Chain Management Office , Room no 6

2.24	Evaluation and Comparison of Tenders	Documentary Evidence in form of copies.
RESPONSIVE	1. Mandatory Requirements	Responsive or Not Responsive
1	Submission of two Tender documents securely bound (Spiral or book) and clearly marked (original and copy) by the tenderer. No loose documents will be accepted	
2	All pages of both (Original & Copy) documents Must be <u>Sequentially Serialized</u> by the tenderer.	
3	Tender form duly completed, signed and stamped.	
4	Business questionnaire duly completed, signed and stamped.	
5	Copy of Valid Tax Compliance Certificate/exemption certificate	
6	Copy of Certificate of Incorporation/evidence of registration whichever is applicable	
7	Valid NCA Certification for the respective Category/ Class- NCA1, NCA2,NCA3, NCA4, or NCA5	
8	Original bid bond of at least Kshs.150,000/= valid for a period of 150 days from date of tender opening	

At this stage, the tenderer's submission will either be responsive or non-responsive. . Failure to provide ANY of the above mandatory requirements will lead to disqualification

2. Technical Evaluation Criteria				
No	Requirements	Evidence	Max. Score	Score Awarded
1	Experience	Previous experience detailing similar projects undertaken successfully within the last two years evidenced by letters of reference from clients, completion certificates for the respective projects.(5 marks for each customer stated)	20	
2	Qualified Technical Staff	Provide employment/ appointment letters, contracts of the key personnel including length of service/ termination date. CVs, academic and professional certificates and evidence of registrations with professional bodies.	20	
3	Work Plan	Proposed construction period for the project accompanied by detailed work plan	40	
4	Tenderer's undertaking on availability of key staff for site management.	An undertaking by the tenderer that the key site management and technical team will be available for the contract.	10	
4	Site Visit	Site visit certificate duly signed by KNH respective shall be attached to the bid documents	10	
	Total Score		100	
<p>Only bidders who score 75% and above will be proceed to financial evaluation stage. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p>				

Stage 3 Financial Evaluation

(b) Ranking of Tenders according to their evaluated prices

All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non responsive.

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender[where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Is Kenyatta National Hospital and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“ A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer’s Representative’s Decisions

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative ,access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment of not more than 20% of the price of the tender may be granted upon submission of payment security of equivalent amount from a reputable bank in Kenya.
- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____

(iv) Third stage (*define stage*) _____

(v) After defects liability period .

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the *rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date* except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 herein above.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been

payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name:

Address:

Name of Employer's Representative:

Title; _____

Telephone: _____

The name (and identification number) of the Contract is

The Works consist of

The Start Date shall be

The Intended Completion Date for the whole of the Works shall be

The following documents also form part of the Contract:

The Site Possession Date shall be

The Site is located at _____ and is defined in drawings nos.

The Defects Liability Period is _____ days.

Amount of Tender Security is Kshs.....(Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is.....
.....

The tender opening date and time is.....(*insert tender opening time*) on day of(*insert date of tender opening*)

The amount of performance security is Kshs.....(Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price).

**SECTION IV - SPECIFICATIONS, DRAWINGS AND BILLS OF
QUANTITIES/SCHEDULE OF RATES**

**PRELIMINARIES FOR REHABILITATION OF HIGH LEVEL PRESSED STEEL
WATER TANKS FOR TOWER BLOCK ABOVE WARD 10 C & 10 D.**

ITEM	DESCRIPTION	UNIT	QTY.	AMOUNT (K. shs.)
A.	<u>Plant and materials on site.</u> It is stated that the contractor to provide all plant and equipment necessary to complete the works and the engineer to approve the size and type of the plant to be used.	ITEM		
B.	<u>Measurement of works.</u> The contractor to provide a qualified site manager and competent person to work with the clerk of works during the valuation for final accounts. Additional works must be measured and approved by the engineer at the time of commencing of works as appropriate. The contractor should possess a NCA 5 or above in mechanical works.	ITEM		
C.	<u>Protection of works.</u> The contractor must protect all the works from:- I. Damage from other trade. ii. Weather. iii. Theft, including hoarding, lighting, etc. iv. Construction of temporary store if necessary. v. To provide/ erect warning signs.	ITEM		
D	<u>Demolition – Safety</u> The Project Engineer must approve the method and plan of demolition blustering to ensure no damage to other occupants of site/ residents. Avoid danger to adjacent premises and ensure usage of sound equipments.	ITEM		
E.	<u>Noise, dust and disturbance</u> The contractor shall take all necessary precautions to ensure that the existing facility is not interfering with by noise, dust and disturbances.	ITEM		
F.	<u>Progress chart</u> The contractor shall provide a progress			

	chart after site possession and contract signing. During quotation the bidders will provide an indication of estimated time for the works.	ITEM		
G.	<u>Site visit</u> The contractor shall visit the site to ascertain the extent of works and submit an approved site visit certificate by the Project Engineer's representative during tendering/ quotation.	ITEM		
H.	<u>Labour camp.</u> The contractor shall not be permitted to house labour on site and shall take full responsibility for transporting labour to and from site.	ITEM		
I.	<u>Temporary site storage</u> The contractor to provide temporary site storage within the Hospital made of iron sheets and timber to the Hospital Engineer's approval.	ITEM		
J.	<u>Project administration and supervision.</u> The contractor will provide approved safety gear to the project implementation team. These will include reflective jackets of different colours, helmets, etc. for proper and effective project supervision, inspection and implementation.	No.		
K.	<u>Safety requirements.</u> The contractor shall ensure protective gears to the workers, reflective jackets, helmets, face masks, ladders and any other compliances with Act 2007, KNH OSHE safety requirements, OSHA regulatory requirements, etc.	ITEM		

**BILL OF QUANTITIES FOR HIGH LEVEL STEEL PRESSED WATER TANKS
FOR KNH TOWER BLOCK ABOVE WARD 10 C AND 10 D.**

ITEM	DESCRIPTION	UNIT	QTY.	RATE	TOTAL
A.	Dismantling of the waters storage tanks size 4880x 4880 x 3600 mm (no. of plates) inclusive of stays, braces and cleats.	PANEL	136		
B.	Dismantling of roof covers 4880 x 4880 x 2.55 mm thick.	ITEM.	1		
C.	Mastic sealing compound tapes.	LM.	1000		
D.	Supply & installation of galvanized bolts, nuts and washers sizes M12, M16, M20.	No.	4800		
E.	Applying of 3 coats of bituminous paint internally after thoroughly wire brushing the plates.	ITEM.	1		
F.	Allow for the necessary pipe work on the 150 mm. 100mm. & 50 mm. pipes to the satisfaction of the Project Engineer.	ITEM.	1		
G.	Allow for the rehabilitation & painting of the internal & external ladders.	No.	1		
H.	Supply & installation of electrical automatic water level control systems to integrate with the existing installations inclusive of electrodes' signal cables, isolators, etc to the Engineer's satisfaction.	ITEM.	1		
I.	Allow for the reassembling of the tanks & roofs inclusive of stays, braces and cleats.	ITEM.	1		
J.	Allow for the external spray painting of the plates with 3 no. coats of aluminum paint of thoroughly cleaning the plates.	ITEM.	1		
K.	Allow for the sterilization of the tanks after assembling.	ITEM.	1		
L.	Allow for the testing, commissioning and handing over the tanks to the Hospital all to the Project engineer's satisfaction.	ITEM.	1		
M.	Handling of the demolition				

	waste from the site to be sorted out and taken out of the Hospital. Ensure complete clean environment after commissioning and handing over of the project.	ITEM.	1		
N.	Allow for contingency sum to be expended to the discretion of the SAD- Technical Services Division.	K.shs.	200,000.00		
	TOTAL AMOUNT (K.shs.)				
	Total inclusive of 16 % VAT and 3 % withholding tax as applicable.				

SECTION V

STANDARD FORMS

List of Standard Forms

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Request for Review Form**

SECTION X - STANDARD FORMS

10.1 FORM OF TENDER

Date_____

Tender No._____

TO CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
PO BOX 20723- 0202 NAIROBI

Gentlemen and/or Ladies:

1. Having Examined the Tender documents including Addenda Nos.....
of which is hereby dully acknowledged , we ,the undersigned, offer to
provide..... of.....services
in conformity with the said tender documents for the sum of

.....(total tender amount in
words and figures).....

2. We undertake, if our Tender is accepted, to provide the services in accordance
with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent
to 1(one) percent of the Contract Price for the due performance of the Contract, in
the form prescribed by Kenyatta National Hospital.

4. We agree to abide by this Tender for a period of 120 days from the date fixed for
tender opening in the Instructions to tenderers, and it shall remain binding upon us
and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your
written acceptance thereof and your notification of award, shall constitute a binding
Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may
receive.

Dated This _____ Day of _____ 2017

[signature

[In the Capacity Of

Duly authorized to sign tender for and on behalf of_____

10.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 - General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No.company Mobile E mail address.....Contact PersonMobile.....

Nature of Business,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time - Kshs.

Name of your bankers Branch.

Complete part 2(a), 2(b) or 2(c)

	<p>Part 2 (a) - Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details 									
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 35%; text-align: center;">Nationality</th> <th style="width: 30%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">Name</td> <td></td> <td></td> </tr> <tr> <td>Shares</td> <td></td> <td></td> </tr> </tbody> </table>		Nationality	Citizenship Details	Name			Shares		
	Nationality	Citizenship Details								
Name										
Shares										

1.
2.
3.
4.
5.

Part 2 (c) - Registered Company Private or Public

.....

State the nominal and issued capital of company: Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship Details
Shares			
1.....			
2.....			
3.....			
4.....			
5			

Mandatory

Part 3 (a) - Pursuant to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firmhereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details
Signature		
1.....		
2.....		
3.....		
4.....		
5.....		

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details
Signature		
1.....		
2.		
3.		
4.		
5		

NB: If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

SignDateStamp.....

10.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of [name and/or description of the equipment]
(hereinafter called “the Tender”) KNOW ALL PEOPLE
by these presents that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [name of Procuring entity]
(hereinafter called “the Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors,
and assigns by these presents. Sealed with the Common Seal of the said Bank this _____
_____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

10.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Hospital) of the one part and [*name of tenderer*] of
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Hospital invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Hospital’s Notification of Award

3. In consideration of the payments to be made by the Hospital to the tenderer as hereinafter mentioned, the tender hereby covenants with the Hospital to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Hospital hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Hospital

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

10.5 PERFORMANCE SECURITY FORM

To
[name of Hospital]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

10.8 LETTER OF NOTIFICATION OF AWARD

Address of Hospital

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER



BANK DETAILS FORM

INSTITUTION/COMPANY
NAME:

--

ADDRESS

OFFICIAL STAMP

--	--

(1)

(2)

AUTHORIZED PERSONS NAME

--	--

POSITION

--	--

TELEPHONE NO.

--	--

SIGNATURE

--	--

DATE

--	--

ACCOUNT NO.:

--

BANK NAME:

	BANK CODE
--	-----------

BRANCH NAME:

	BRANCH CODE
--	-------------

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORISED SIGNATORY:

1)	2)
----	----

BANKERS STAMP:



**KENYATTA NATIONAL HOSPITAL
SITE VISIT/ SURVEY CERTIFICATE**

**TENDER NO: KNH/T/89/2016-2017 REHABILITATION OF HIGH LEVEL
PRESSED STEEL WATER TANSKS IN TOWER BLOCK**

Bidders Name:

Address:

This is to confirm the above noted bidder visited KNH site on **26th April 2017 at 10.00Am.**

Bidder's Representative

Name:..... Sign..... date:.....

KNH Representative:

Name:..... Sign.....

date:.....

This is to confirm the above noted bidder visited KNH site

on.....