

REPUBLIC OF KENYA



**CONTRACT AGREEMENT
BETWEEN**

**THE MINISTRY OF HEALTH,
P.O.BOX 30016-00100,
NAIROBI**

AND

**M/S ELTON DESIGNS LIMITED,
P.O BOX 649 -00620,
NAIROBI.**

**TENDER FOR THE PROPOSED MEDICAL GAS
INSTALLATION WORKS AT ALUPE SUB-COUNTY
HOSPITAL – BUSIA COUNTY – W.P. ITEM. NO. D108
NY/MGI/ 2001 JOB. 10819E (LOT 1) AND MACALDER
LEVEL IV HOSPITAL – MIGORI COUNTY – W.P.
ITEM.NO.D108 WE/B\$A 2001 JOB NO. 10819D (LOT
2)**

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CONTRACT FORM

THIS AGREEMENT (herein referred to as "contract") is entered into on this 6TH day of APRIL, 2021, between

MINISTRY OF HEALTH, OF P.O BOX 30016-00100, NAIROBI, KENYA
(hereinafter called "the Procuring entity") of the one part

and

M/S ELTON DESIGNS LIMITED OF P.O BOX 649 -00620, NAIROBI.
(Herein after called "the tenderer") of the other part;

WHEREAS the Procuring entity invited the bidder to quote for **Proposed Medical Gases Installation Works at Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1) and Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/B\$A 2001 JOB NO. 10819D (LOT 2)** and has accepted the tender by the Contractor for the **Proposed Medical Gases Installation Works at Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/B\$A 2001 JOB NO. 10819D (LOT 2)** and whose particulars are herein below:-

Item : **Proposed Medical Gases Installation Works at Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/B\$A 2001 JOB NO. 10819D (LOT 2)**

Total price : **Kshs. 14,293,300.00 (Fourteen Million, Two Hundred and Ninety-Three Thousand, Three Hundred Shillings Only)**

Duration of contract : **Ninety Days**

CONDITIONS OF CONTRACT

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) Contract Form
 - b) Conditions of contract
 - c) The special and general condition of the contract.
 - d) Technical Specifications
 - e) The Price Schedule submitted by the tenderer
 - f) The Procuring entity's Notification of Award
 - g) Acceptance letter from the tenderer
 - h) Performance Security submitted by the tenderer
3. In consideration of the payments to be made by the Procuring entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring entity to carry out the Proposed Medical Gas Installation Works at Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2) as shown below and to remedy defects therein in conformity in all respects with the provisions of the Contract:

S/No.	Item Description	LOT	LOT AMOUNT
1.	Proposed Medical Gas Installation Works at Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2)	LOT 2	Kshs. 14,293,300.00

4. The Procuring entity hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Prices 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.

5. This contract is signed for the **Proposed Medical Gas Installation Works Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/B&A 2001 JOB NO. 10819D (LOT 2)** for the period commencing **April, 2021** for a period of Ninety Days as may be subsequently agreed by the parties in writing.
6. For the services to be provided as shown above, the client shall pay the Contractor an amount of **Kshs. 14,293,300.00 (Fourteen Million, Two Hundred and Ninety-Three Thousand, Three Hundred Shillings Only)**
7. The Contractor undertakes to provide the services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any parts under this Contract that do not meet requirements and specifications of the Client.
8. The Contractor shall not, whether during or after the expiry of the term of this contract, disclose any proprietary or confidential information relating to the Client's business or operations. Furthermore, the Contractor shall not disclose any proprietary or confidential information relating to the services provided under this contract without the prior written consent of the Client.
9. The Contractor will be responsible for taking out any appropriate insurance cover for the services being provided.
10. The Contractor shall not assign this contract or Subcontract any portion thereof without the Client's prior written consent.

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, and delivered by:

Name: **Susan N. Mochache, CBS**

Signed 

Principal Secretary, MOH

Date 12/4/2024

Witnessed by:

Name: **Dr. Anne Ng'ang'a**

Signed 

**Head, Covid-19 Health Emergency
Response project**

Date

Contractor:

Name: Elly Agud

Title: Procure

Signed 
(For the Tenderer)

Date

Witnessed by:

Name: VINCENT ANYOKI

Title: SMES

Signed 

Date

SECTION III

GENERAL CONDITIONS OF CONTRACT

Definition:

In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

Application

These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

Country of Origin

For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

The origin of Goods and Services is distinct from the nationality of the tenderer.

Standard:

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

Use of Contract Documents and Information

The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

Patent Rights

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

Inspection and Tests

The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

Packing

The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

Delivery and Documents

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

Payment

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

Payments shall be made promptly by the Procuring entity as specified in the contract

Prices

Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

Subcontracts

The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

Termination for default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

Liquidated Damages

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

Resolution of Disputes

The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

Force Majeure

The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

PARTICULAR PRELIMINARIES

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (KShs)
A	<p>PARTICULAR PRELIMINARIES</p> <p>EMPLOYER</p> <p>MINISTRY OF HEALTH P.O.BOX 30016-00100 NAIROBI</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be</p>	
B	<p>LOCATION OF SITE</p> <p>The site of the proposed works is-</p> <p>At Macalder Level IV Hospital in Migori County</p> <p>The Contractor is advised to visit the site, to familiarize with the nature and position of the site.</p> <p>No claims arising from the Contractor's failure to do so will be entertained.</p>	
C	<p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract comprise</p> <p>Installation of Electrical Services, Mechanical Services and Associated Builders Works all as per Drawings and Bills of Quantities</p>	
D	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition Revised December 2015) included herein The Conditions of Contract are also included herein</p> <p>Conditions of Contract These are numbered from 1 to 38 as set out in pages 24 to 44 of these tender documents.Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (KShs)
A	<p>BID BOND</p> <p>A bid bond shall be required in the amount stated here or in the invitation to tender or advertisement</p> <p>Bid bond shall be from EITHER an insurance or bank.</p>	
B	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>	
C	<p>WORKING CONDITIONS</p> <p>This is a virgin site</p> <p>The contractor must allow for compliance with all County & Civic Authority laws & regulations</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (KShs)
A	CLAIMS It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.	
B	LABOUR CAMPS The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
C	PRICING RATES The tenderer shall fill in rates and prices for all items of the Works described in the Bill of 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. The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings Prices shall remain valid for One Hundred and twenty (120) days from the closing date of tender. The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.	
	Total Carried To Collections	

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (KShs)
A	MATERIALS FROM DEMOLITIONS Any materials arising from demolitions SHALL NOT BE re-used shall become the property of the client unless otherwise advised.	
B	URGENCY OF THE WORKS The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract	
C	PAYMENTS GENERALLY The contractor is advised to deliver & concur on his claim for payment with the PM before the following site visit to enable approval of the same by the Acceptance & Approval Committee. The claim shall be prepared in the same format as these bills clearly showing quantities & rates (both work & materials). Both the PM & contractor should be able to locate & identify the items claimed from the main bill. The last contractual claim/invoice for the relevant financial year should reach the PM by 30th May. Latter claims shall not be processed for payment in the current year.	
D	PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
	Total Carried To Collections	

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (Kshs)
A	ADVANCE PAYMENTS The tenderer's attention is drawn to the fact that the Government does not make any advance	
B	EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
C	TENDER DOCUMENTS Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page 8	
D	DELIVERY OF TENDER Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
D	MEASUREMENTS In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
Total Carried To Collections		

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description		Amount (KShs)
A	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts.</p> <p>In accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT was to be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates.</p> <p>THE CURRENT LAWS ON THIS SUBJECT SHALL APPLY</p> <p>The contractor should include this tax in the</p>		
B	<p>RATES and NOT in the Grand Summary.</p> <p>SECURITY FOR THE WORKS</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>		
	Total Carried To Collections		

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description		Amount (KShs)
	AIR TIME		
A	Allow a provisional Sum of Kenya Shillings Two Thousand (KSh. 2000.00) per month per Officer (10No. Officers) for the provision of Airtime to the Project Management team for the duration of the contract.		100,000.00
B	Allow a percentage sum for the contractors administrative costs and profits for the above	20%	20,000.00
9.2	i) Provide per diem for 5 No. Project Manager's Representatives at a rate of KShs. 10,500/- per officer per site visit (a minimum of 10 site visits) .Rate to include administrative cost and profit for the contractor.	item	630,000.00
9.3	Allow for transport of at least 5 No. Officers to and from site. Transport to be provided as and when instructed by the Project Manager for the duration of the contract for a maximum of 6 trips @ ...KShs. ..20,000.00.....per trip.	item	120,000.00
Total Carried To Collections			870,000

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (KShs)
	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRAT AGREEMENT The following are the insertions to be made in the appendix to the contract Agreement:- A Period of Final Measurement 3 Months from Practical Completion. B Defects Liability Period 6 Months from Practical Completion. C Date for Possession To be agreed with the Project Manager. D Date for Completion SIXTEEN (16) WEEKS from the Date of possession. E Liquidated and Ascertained Damages At a rate of KSh 5,000 Per week or part thereof Period of Interim Certificates Monthly F Period of Interim Certificates Monthly G Period of Honouring Certificates 30 Days H Percentage of Certified Value Retained 10% I Limit of Retention Fund 10 %	
	Total Carried To Collections	

BILL 1: SCHEDULE 1 - PARTICULAR PRELIMINARIES

Item	Description	Amount (KShs)
	COLLECTION	
	Brought forward from page F-4	
	Brought forward from page F-5	
	Brought forward from page F-6	
	Brought forward from page F-7	
	Brought forward from page F-8	
	Brought forward from page F-9	
	Brought forward from page F-10	
	Brought forward from page F-11	870,000
	Total Carried to the next page Grand summary page	870,000

GENERAL PRELIMINARIES

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A.	<p align="center">GENERAL PRELIMINARIES</p> <p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>Failure to price an item shall not exempt the contractor from carrying out works described therein.</p> <p>Should the contractor fail to carry out works which he/she did not price and after having received a written instruction from the PM, then the value of such works shall be deducted from the very immediate certificate issued to the contractor.</p> <p>SDPW current rates, JBC, IQSK, manufacturers or fair rates shall be used by the PM in valuation of unpriced items which the contractor shall fail to execute.</p> <p>The contractor is advised to read and understand all preliminary items.</p> <p>The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	<p>FIRM PRICE CONTRACT</p> <p>Unless otherwise specifically stated in the Contract Data and/or Particular preliminaries this is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p>	
B	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
C	<p>BONDS.</p> <p>The Contractor shall find and submit on the Form of Tender a guarantor and who will be willing to be bound the Government in the amount of the bond.</p> <p>The amount of the bond is SPECIFIED IN THE PARTICULAR PRELIMINARIES</p> <p>The guarantor shall be an approved institution as specified in the particular preliminaries or invitation to tender and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p>Attendance ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p>Fix Only:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
	PARTIES TO THE CONTRACT	
A	EMPLOYER The "Employer" is AS DEFINED UNDER PARTICULAR PRELIMINARIES The term "Employer" and "Government" wherever used in the contract document shall be synonymous	
B	PROJECT MANAGER shall be -: The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government. In this Project, the PM shall be -: WORKS SECRETARY M.T.I. H.U.D &PW (STATE DEPARTMENT FOR PUBLIC WORKS) P.O. BOX 30743-00100 NAIROBI	
C	ELECTRICAL ENGINEER The term "Electrical Engineer" shall be deemed to mean "The Chief Electrical Engineer." as defined in the definitions	
D	ARCHITECT The term "Architect" shall be deemed to mean "The Chief Architect." as defined in the definitions.	
E	QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The Chief Quantity Surveyor" as defined in the definitions	
A	MECHANICAL ENGINEER The term "Mechanical Engineer" shall be deemed to mean "The Chief Engineer-Mechanical(BS)." as defined in the definitions	
B	STRUCTURAL ENGINEER The term "Structural Engineer" shall be deemed to mean "The Chief Engineer(Structural)." as defined in the definitions	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	<p>ABBREVIATIONS</p> <p>Throughout these Bills units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>CM or Cm Shall mean cubic meter</p> <p>SM or Sm Shall mean square meter</p> <p>LM or Lm Shall mean linear meter</p> <p>MM or mm Shall mean Millimeter</p> <p>KG or Kg. Shall mean Kilogramme</p> <p>No or Nr Shall mean Number</p> <p>PRS or Prs. Shall mean Pairs</p> <p>B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England</p> <p>M.S. Shall mean measured separately</p> <p>Ditto shall mean the whole of the preceding description except as qualified in the description in which it occurs. Do shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>a.b. Shall mean as before described</p> <p>a.b.d. Shall mean as before described</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	PLANT, TOOLS AND VEHICLES Allow for providing all scaffolding, plant, tools and vehicles required for the work except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
B	TRANSPORT. Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
C	MATERIALS AND WORKMANSHIP. All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. 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 they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	50,000.00
D	SIGN FOR MATERIALS SUPPLIED. The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Specialist Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	64,000.00
B	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST.</p> <p>The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>Samples of paint, carpets, curtains & covers, tiles & timber shall be required for approval by the PM together with the employer.</p> <p>No alternte rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	<p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	70,000.00
B	<p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
C	<p>INSURANCE</p> <p>The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
D	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
Total Carried To Collections		

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	PUBLIC AND PRIVATE ROADS.	
	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
B	EXISTING PROPERTY.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
C	ACCESS TO SITE AND TEMPORARY ROADS.	
	Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER	
D	AREA TO BE OCCUPIED BY THE CONTRACTOR	
	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
A	<p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
B	<p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
C	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
	Total Carried To Collections	

BILL 1: SCHEDULE 2 - GENERAL PRELIMINARIES

Item	Description	Amount (KShs.)
	COLLECTION	
	Brought forward from page F-13	
	Brought forward from page F-14	
	Brought forward from page F-15	
	Brought forward from page F-16	
	Brought forward from page F-17	
	Brought forward from page F-18	
	Brought forward from page F-19	
	Brought forward from page F-20	
	Brought forward from page F-21	
	Brought forward from page F-22	
	Brought forward from page F-23	
	Brought forward from page F-24	
	Brought forward from page F-25	
	Brought forward from page F-26	
	Brought forward from page F-27	
	Brought forward from page F-28	
	Brought forward from page F-29	
		400,000
	Total Carried To Grand Summary page	400,000

MEDICAL GASES PIPELINE INSTALLATION FOR MACALDER LEVEL 4 HOSPITAL

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	<u>OXYGEN SYSTEM</u>				
A	Fully AUTOMATIC medical oxygen cylinder manifold , complete with automatic changeover manifold Panel, manifold header bar (size - 12 x 2 = 24 cylinder , 2 Bank manifolds ,Each bank 12 cylinders) & cylinder support racks	1	No	1,200,000	1,200,000
	<u>COMPRESSED AIR SYSTEMS</u>				
B	Fully automatic manifold control system conforming to HTM 02-01 complete with control panel and modular header manifolds to provide connection points for flexible cupronickel tailpipes. The manifold control system shall be as Beacon Medaes MCS2 or approved equivalent.(size - 12 x 2 = 12 cylinder , 2 Bank manifolds ,Each bank 12 cylinders)	1	No.	450,000	450,000
	<u>MEDICAL VACUUM SYSTEM</u>				
C	High vacuum suction unit as SAM 35 Portable Medical Vacuum plant,50 l/min,2x4 litre jars (For ICU)	3	No.	250,000	750,000
D	Ditto but as SAM-18 with flow rate 5 l/min,1x2 litre jars for use on children	1	No.	180,000	180,000
	<u>INITIAL GAS CHARGE</u>				
E	Fully charging of medical liquid oxygen cylinder of nominal capacity 6,800 litres.	24	No.	23,000	552,000
F	Fully charging medical air cylinder of nominal capacity 6,800 litres.	24	No.	110,000	2,640,000
	<u>MONITORING EQUIPMENT</u>				
	<u>Alarm and Zone Service Unit</u>				
G	Alarm and zone service unit fully complying with BS EN 737-3, HTM 2022 & C11 and NSIT connections to BS EN 739 such as Madaes or approved equivalent. The alarm system to be as described in particular specifications.	2	No.	180,000	360,000
H	Central alarm complete with cabling	1	No	220,000	220,000
	<u>Terminal Units</u>				
I	Oxygen terminal units	41	No	7,500	307,500
J	Medical vacuum terminal units	41	No	12,000	492,000
K	Medical air- 4bar terminal units	41	No	7,200	295,200
Sub-Total C/F to the next page					7,446,700

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from the previous page				7,446,700
	<u>Medical Gas Accessories</u>				
A	Medical oxygen flow meter (0-15 lpm) with BS MK 1V PROBES & Humidifier. For critical areas	20	No	11,000	220,000
B	Medical Vacuum regulator Unit (0-760mmHg) With BS MK1V Direct PROBES ,complete with 2.0 Litre suction (complete with wall bracket) for critical areas.	4	No	14,000	56,000
C	Oxygen remote probes (BS MK 1V)	5	No	8,500	42,500
D	Medical air 4 bar probes (BS MK 1V)	5	No	8,500	42,500
E	Allow for leasing/hiring of medical gas cylinders from BOC, Noble Gases etc to be used by the hospital to connect to the gas manifolds.	24	No	17,000	408,000
	<u>DISTRIBUTION SYSTEM</u>				
	<u>Copper Pipes</u>				
F	22 mm diameter grease free copper pipes suitable for medical gases installations	240	LM	1,500	360,000
G	15 mm diameter grease free copper pipes suitable for medical gases installations	300	LM	1,100	330,000
	Sub-Total C/F to the next page				8,905,700

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from the previous page				9,596,800
A	<u>Purging</u> Allow for flushing the whole system with the medical gases in accordance with HTM 02-01 and to the satisfaction of the Engineer.	1	Item	30,000	30,000
B	<u>Testing and Commissioning</u> Allow for testing and commissioning of the entire medical gas pipeline system installations in accordance with the Particular Specifications (Form E-1 to E-17) and to the satisfaction of the Project Engineer.	1	Item	25,000	25,000
C	<u>As- Installed Drawings</u> Printed catalogues, technical data sheet, manuals and as-built drawings both in hard copy and soft copy. The soft copy to be delivered in compact disc and 8GB flash disk.	1	Item	40,000	40,000
	PORTABLE FIRE EXTINGUISHERS Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
D	Carbon Dioxide Gas Fire Extinguisher 9 litres foam portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1	No	7,500	7,500
E	Carbon Dioxide Gas Fire Extinguisher 5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1	No	6,500	6,500
F	Dry Chemical Powder Fire Extinguisher 9kg dry chemical podwer portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1	No	7,500	7,500
G	Manual Alarm Bell 9" (225mm) manual operated alarm bell (Gong)	1	No	5,000	5,000
H	Fire Notices Allow for fire signage for the hose reel system, fire exits and fire instructions as as described in the particular specifications and to the Project Engineer's approval.	1	No	5,000	5,000
	Total Carried Forward to Summary Page				9,723,300

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from the previous page				
A	15 Mm Hospital brackets/sandles	60	No		8,905,700
B	22mm hospital brackets/sandles	40	No	300	18,000
	Adaptors/Connectors			400	16,000
C	22 x 15mm adaptors/connectors	55	No	200	11,000
	Coupling /sockets				
D	15mm degreased socket/coupling	34	No	150	5,100
E	22mm -degrease sockets/coupling	30	No	200	6,000
	Equal Tees				
F	22mm diameter tee	60	No	200	12,000
G	15mm diameter tee	150	No	240	36,000
	Bends/Elbows				
H	15 mm diameter bend/elbow	150	No	180	27,000
	VALVES				
I	22mm diameter line ball valves fitted with copper stub pipes such as Madaes or approved equivalent. The valve to be complete with valve boxe, flow meter and identification marks.	15	No	16,000	240,000
J	15mm ditto	15	No	14,000	210,000
	Cylinder Trolleys				
	Trolleys conforming to BS 2718:1979 suitable for transporting the following :				
K	2 x 40-50 litre J- Size BOC cylinders	2	No	8,000	16,000
L	2 x 33 litre G-Size BOC cylinders	2	No	7,000	14,000
	Training of Maintenance Staff and Operators				
M	Allow for training of Three (3 No.) personnel, Two (1No.) from SDPW and Two (2 No.) from MOH, on MGPS in accordance with HTM 02-01.	1	Item	15,000	15,000
	Copper Sleeves				
N	Allow for copper sleeves for all pipes passing in floors, walls and partitions.	1	Item	25,000	25,000
	Identification of Pipelines				
O	Allow for permanent and temporary identification of pipelines, valves and ends in accordance to particular specifications described.	1	Item	15,000	15,000
	Painting and Marking				
p	Allow for painting and marking of all pipes and fittings in accordance to particular specifications described.	1	Item	25,000	25,000
	Sub-Total C/F to the next page				9,596,800

Item	GRAND SUMMARY	AGE	Total (Kshs)
1	Contract Particular Preliminaries from page F-12		870,000
2	Contract General Preliminaries from page F-30		400,000
3	Sub-Total for Medical Gases Pipeline System Installations from Page F-34		9,723,300
4	PROVISIONAL SUMS		
	i) Builder's work associated with medical gas pipeline system installation including construction of plant room, excavating, hacking and making good disturbed areas.		1,500,000.00
	ii) Electrical works associated with medical gas pipeline system installation.		500,000.00
	iii) Allow for a sum of Kenya Shillings Three Hundred Thousand for training levy for SDPW personnel		300,000.00
5	Contingency to be used at the discretion of the Engineer		1,000,000.00
	Total for Medical Gases Pipeline System Installations carried to form of Tender		14,293,300

Amount in Words:

FOURTEEN MILLION TWO HUNDRED NINETY THREE THOUSAND...

THREE HUNDRED ONLY

Tenderer's Name and Stamp: ELTON DESIGNS LTD

Sub contract period: Weeks

Signature: Date: 14/01/2021

PIN NO. P051604899X VAT CERTIFICATE No. P051604899X
(Provide copy)

Witness Address: 64932-00620

Signature: Date: 14/1/2021



ELTON DESIGNS LIMITED
CAXTON HOUSE - KENYATTA AVE
P.O Box 64932 -00620 Nairobi
EMAIL:eltondesignsltd@yahoo.com

YOUR REF: MOH/PROC/COMM/20/21/010/ FY/Vol. II (06)

31st MARCH, 2021

MINISTRY OF HEALTH
P.O BOX 30016 - 00100
NAIROBI

RE: AWARD ACCEPTANCE FOR PROPOSED MEDICAL GAS INSTALLATION WORKS AT ALUPE SUB-COUNTY HOSPITAL – BUSIA COUNTY – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1) AND MACALDER LEVEL IV HOSPITAL – MIGORI COUNTY – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2)

We acknowledge receipt of the above referenced notification and confirm acceptance for the Proposed Medical Gas Installation Works at Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1) and Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2) at a total bid sum of **Kshs. 14,293,300.00** (Fourteen Million, Two Hundred and Ninety-Three Thousand, Three Hundred Shillings Only) as follows:

S/No.	Item Description	LOT	LOT AMOUNT
1.	Proposed Medical Gas Installation Works at Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2)	LOT 2	Kshs. 14,293,300.00

Yours faithfully,

For Elton Designs Limited

Elly Ayoo
Director



MINISTRY OF HEALTH

Telegram "MINHEALTH", Nairobi
Telephone: 254(020)2717077
Fax 254-20-2713750
Email address: pshealthke@gmail.com
When replying please quote:

AFYA HOUSE
CATHEDRAL ROAD
P.O. BOX 30016
NAIROBI.

REF: MOH/PROC/COMM/20/21/010/ FY/Vol. II (06)

22ND MARCH, 2021

**M/s ELTON DESIGNS LIMITED,
P.O BOX 649 -00620,
NAIROBI**

RE: PROPOSED MEDICAL GAS INSTALLATION WORKS AT ALUPE SUB-COUNTY HOSPITAL – BUSIA COUNTY – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1) AND MACALDER LEVEL IV HOSPITAL – MIGORI COUNTY – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2)

Reference is made to your participation in the above tender.

The Ministry of Health in Professional Opinion No. **MOH/010/06/2020-2021** approved award of the Tender for the Proposed Medical Gas Installation Works at Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1) and Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2) at your quoted bid sum of **Kshs. 14,293,300.00 (Fourteen Million, Two Hundred and Ninety-Three Thousand, Three Hundred Shillings Only)** as follows:

S/No.	Item Description	LOT	LOT AMOUNT
1.	Proposed Medical Gas Installation Works at Macalder Level IV Hospital – Migori County – W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2)	LOT 2	Kshs. 14,293,300.00

Kindly respond with a letter of Acceptance within Fourteen Days (No. 14) from the date of this letter after which you will receive a Contract Agreement.

**SUSAN N. MOCHACHE, CBS
PRINCIPAL SECRETARY**





**AFRICA MERCHANT
ASSURANCE CO. LTD.**

2nd Floor, Transnational Plaza, Mama Ngina Street P.O. Box 61599 - 00200, Nairobi. Telephone: (020) 312121, 2204000
Mobile: 0738 312121, 0707 909636 Fax: (020) 340022 Email: info@amaco.co.ke Website: www.amaco.co.ke

No. 158928

CONTRACTOR'S PERFORMANCE BOND

POLICY NO. : AM7/121/1/098692/2021/04

By this agreement we Africa Merchant Assurance Company Limited (surety) of P.O. BOX 61599-00200, NAIROBI are bound to MINISTRY OF HEALTH P.O. BOX 30016-00100 NAIROBI. in the sum of Kshs 714,665.00 to be paid by us to the said Employer subject to the company's terms of this bond.

WHEREAS by an agreement in writing MINISTRY OF HEALTH P.O. BOX 30016-00100 NAIROBI, entered into a contract with ELTON DESIGNS LIMITED (Contractor) to carry out and complete the works therein stated in the manner and by the time therein specified, that is by 13/04/2022, specified all in accordance with the provisions of the said contract, namely:
PROPOSED MEDICAL GAS INSTALLATION WORKS AT ALUPE SUB-COUNTY HOSPITAL - BUSIA COUNTY- W.P. ITEM NO. D108 NY/MGI/2001 JOB. 10819E (LOT1) AND MACALDER LEVEL-IV HOSPITAL - NIGORI COUNTY - W.P. ITEM NO. D108 WE/BSA/ 2001 JOB NO. 10819D (LOT 2)

NOW the condition of this written bond is such that if the said Contractor, his executors, administrators, successors or assigns shall duly perform his obligations under the contract, or if on default by the Contractor, the surety shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of this written bond, then this obligation shall be void, otherwise it shall remain in full force up to and including 13/04/2022 and any demand in respect thereof should reach the surety not later than the aforesaid date.

Provided always and it is hereby agreed and declared that there shall be no alteration in the terms of the said contract or in the extent or nature of the works to be carried out by the Contractor and provided further that there are no known or existing defaults or reported loss as at the time of execution of this bond.

The Contractor (Insured) shall be liable to pay the first 20% or a minimum of Kshs.50,000.00 whichever is greater for each and every claim due to non performance.

After 13/04/2022 this guarantee will become null and void and will be cancelled whether the original guarantee instrument will have been returned or not.

IN WITNESS whereof we have set our hands this 14 April, 2021

Signature: _____
Authorized Official of the Company



Date: 14.04.2021

