

REPUBLIC OF KENYA



**CONTRACT AGREEMENT
BETWEEN**

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

AND

**M/s NELLIWA BUILDING AND CIVIL ENGINEERING
LIMITED,
P.O BOX 68121-00200,
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/BSA 2001 JOB NO. 10819D (LOT
2)**

TABLE OF CONTENTS

Title	page
i. Table of contents	3
ii. Contract Form	4-6

Annexes

- I. The Price Schedule submitted by the tenderer
- II. The Procuring entity's Notification of Award
- III. Acceptance letter from the tenderer

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 NELLIWA BUILDING AND CIVIL ENGINEERING LIMITED OF P.O Box 68121-00200, 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 Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1)** and whose particulars are herein below:-

Item	:	Proposed Medical Gases Installation Works at Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1)
Total price	:	Kshs. 16,146,600.00 (Sixteen Million, One Hundred and Forty-Six Thousand, Six Hundred Shilling; 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 Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1) 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 Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1)	LOT 1	Kshs. 16,146,600.00

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 at Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1)** 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. 16,146,600.00 (Sixteen Million, One Hundred and Forty-Six Thousand, Six 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**

Principal Secretary, MOH

Witnessed by:

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

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

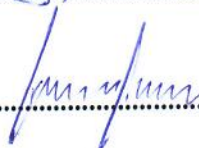
Contractor:

Name: **JOHN CHUMU MUGHAI**

Signed: 
(For the Tenderer)

Witnessed by:

Name: **Simon MBOGUA**

Signed: 

Signed: 

Date: **12/4/2024**

Signed: 

Date:

Title: **MANAGING DIRECTOR**

Date:

Title: **GENERAL MANAGER**

Date:

**NELLIWA BUILDERS AND
CIVIL ENGINEERS LTD.**
P. O. Box 68121 - 00200, NAIROBI
TEL: 020 4400312 , 0772 400312
Email: nelliwabuilders@yahoo.com

SECTION III

- GENERAL CONDITIONS OF CONTRACT

Definitions

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.

Standards

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

Subcontract

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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security: None
3.10.1	Works 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) Shall be undertaken immediately upon receipt of a Letter of Notification of Award and Contract Agreement
3.12.1	<i>Terms of payment</i> Payment will be made in full Upon completion of the task as specified in the contract and the relevant approvals granted
3.13.1	<i>No price variations shall be allowed for this contract except as provided for under the PPAD Act, 2015.</i>
3.18.1	<i>Resolutions of disputes</i> Disputes shall be resolved amicably by both parties. In case no resolution of disputes is reached, the matter of the dispute shall be referred to arbitration in accordance with arbitration laws of Kenya.

SECTION V - TECHNICAL SPECIFICATIONS

The Contractor will be required to meet the following requirements and specifications of the client while carrying out the works:

ITEM No.	Description
1.	Installation of Mobile Vacuum suction Unit
2.	Installation of Medical Compressed cylinders
3.	Supply of Oxygen cylinders
4.	Installation of Terminal Units
5.	Installation of Automatic manifold system
6.	Supply and Installation of Bulkhead
7.	Supply and Installation of Valves
8.	Supply and Installation of Copper Pipes

Annexes

- I. The Price Schedule submitted by the tenderer
- II. The Procuring entity's Notification of Award
- III. Acceptance letter from the tenderer

FORM OF TENDER

To: The Principal Secretary,
Ministry of Health,
P.O. Box 30016- 00100
Nairobi

Dear Sir/Madam,

**Supply, Delivery, Installation, Testing and Commissioning of Medical Gas Pipeline System (MGPS)
for the Proposed COVID-19 Isolation & Treatment Centre at Alupe Level 4 Hospital**

WP Item No. D 108 WE/BSA/2001 JOB NO.10819D

In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of:

Kshs. 16 146 600 [Amount in figures]

Kenya Shillings SIXTEEN MILLION ONE HUNDRED
FIFTY-THREE THOUSAND SIX HUNDRED [Amount in words]

1. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
2. We agree to abide by this tender for a period of 120 days from the date of tender opening and shall remain binding upon us and may be accepted at any time before that date.
3. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
4. Understand that you are not bound to accept the lowest or any tender you may receive.

Dated this 22 day of Jan 2021

Signature [Signature] in the capacity of Managing Director

duly authorized to sign tenders for and on behalf of:

NELLIWA BUILDERS & CIVIL ENGINEERS LTD
[Name of Tenderer]

P.O. Box 68121-00200
of [Address of Tenderer]

PIN No. P000606174A

VAT CERTIFICATE No.

Witness: Name DEREKE NDIRITO

Address GSR 11 - 00200

Signature [Signature]

NELLIWA BUILDERS AND
CIVIL ENGINEERS LTD.
P. O. Box 68121 - 00200, NAIROBI
TEL: 020 4400312 , 0772 400312
Email: nelliwabuilders@yahoo.com

32/01/2021



Nelliwa Builders and Civil Engineers Limited

(Plumbing and Drainage, Sewers, Steel Water Tanks and Fire engineering services)

Ngong Road Nelliwa House
P. O. Box 68121-00200 Nairobi Tel: 020 4400312, 0772 400312
Email: nelliwabuilders@yahoo.com

Your Ref; MOH/PROC/COMM/20/21/010/FY/Vol. II [06]

Our Ref; NBC/MOH/ACCP./4-21/01

30TH MARCH 2021

SUSAN N. MOCHACHE; CBS
PRINCIPAL SECRETARY
MINISTRY OF HEALTH
AFYA HOUSE
CATHEDRAL ROAD
P.O.BOX 30016
NAIROBI.

RE; LETTER OF NOTIFICATION OF AWARD

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]

SUBJECT; LETTER OF ACCEPTANCE;

Proposed Medical Gas Installation Works at Alupe Sub-County Hospital;
- BUSIA COUNTY - W.P. ITEM. NO. D108 NY/MGI/2001 JOB 10819E [LOT 1]

Reference is made to our participation in the above tender.

We do ACCEPT the award of the above tender [copy attached] for;

Proposed Medical Gas Installation works at;

Aiupe Sub-County Hospital – Busia County – W.P. ITEM NO. D108 NY/MGI/2001 JOB. 10819E [LOT1]
for Kenya Shillings; 16,146,600 [Kshs; Sixteen Million, One Hundred Forty-Six Thousand, Six Hundred].

We thank you for the award of the above tender. We will ensure it is implemented professionally.

We look forward to receiving the contract document for execution.

Yours faithfully,

John Chuchu Muchai
Managing 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 NELLIWA BUILDING AND CIVIL ENGINEERING LIMITED,
P.O BOX 68121-00200,
NAIROBI

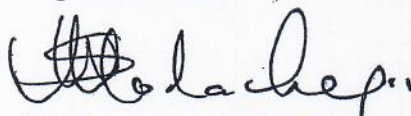
RE: LETTER OF NOTIFICATION OF AWARD
PROPOSED MEDICAL GAS INSTALLATION WORKS AT ALUPE SUB-COUNTY
HOSPITAL – BUSIA COUNTY – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB.
10819E (LOT 1) AND MACALDER LEVEL IV HOSPITAL – MIGORI COUNTY –
W.P. ITEM.NO.D108 WE/BSA 2001 JOB NO. 10819D (LOT 2)

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. 16,146,600.00 (Sixteen Million, One Hundred and Forty-Six Thousand, Six Hundred Shillings Only)** as follows:

S/No.	Item Description	LOT	LOT AMOUNT
1.	Proposed Medical Gas Installation Works at Alupe Sub-County Hospital – Busia County – W.P. ITEM. NO. D108 NY/MGI/ 2001 JOB. 10819E (LOT 1)	LOT 1	Kshs. 16,146,600.00

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



Medical Gas Pipeline System for Alupe Hospital BQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
1.0	BILL NO. 1: PRELIMINARIES				
1	Urgency of the Works				
	The Contractor is notified that these works are urgent and should be completed within 36 weeks period. The Contractor shall allow in his rates for any costs he deems that he may incur by having to complete these works within the stipulated contract period.				
2	Security				
	The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract.	1	Item	45,000	45,000
3	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 shall make whatever provisions that may be required by the authorities concerned for support, maintenance and protection of such services.				
4	Materials from Demolitions				
	Any materials arising from demolitions and not re-used shall become the property of the Client. The Contractor shall allow in his rates the cost of disposing the demolished materials as directed.				
5	Performance Bond				
	A bond of 5% of the contract sum will be required on award of contract as per Instructions to Tenderers. No payment on account of the works executed will be made to the Contractor until he has submitted the Performance Bond to the Project Manager, duly signed, sealed and stamped from an approved bank.	1	Item	20,000	20,000
Sub-Total for Preliminaries c/f to Next Page					65,000

NELLIMA BUILDERS AND
 CIVIL ENGINEERS LTD.
 P.O. Box 68121 - 00200, NAIROBI
 TEL: 020 4400312, 0772 400312
 Email: nellimabuilders@yahoo.com

Medical Gas Pipeline System for Alupe Hospital BQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub-Total for Preliminaries b/f from Previous Page				65,000
6	Storage of Materials				
	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.				
7	Government Legislation				
	Allow for complying with all Government Acts, Orders and regulations in connection with employment of labour and other matters related to the execution of the works.				
8	Record Drawings				
	Allow for as installed drawings as directed by the Project Manager.	1	Item	40,000	40,000
9	Project Management Expenses				
9.1	i) Provide airtime for 4 No. Project Manager's Representatives at a rate of Kshs. 2,000/- per officer once every 4 weeks for 36 weeks' duration.			72,000.00
	ii) Allow for Contractor's profit and overheads on item (i) above.			
9.2	i) Provide per diem for 4 No. Project Manager's Representatives at a rate of KShs. 10,500/- per officer per site visit (a minimum of 10 site visits)	420,000.00
	Sub-Total for Preliminaries c/f to Next Page				597,000

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Medical Gas Pipeline System for Alupe Hospital BQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	BILL NO. 2: MGPS INSTALLATIONS				
	The Bills of Quantities shall be read together with Particular Specifications.				
1	OXYGEN SYSTEM				
	i) Fully charged medical liquid Oxygen cylinders (8 No. - oxygen cylinders) of nominal capacity 25,800 litres complete with automatic changeover manifold and 4x2 cylinder header bar and cylinder support rack	1	Item	1,900,000	1,900,000
2	COMPRESSED AIR SYSTEMS				
	Medical Air- 4Bar				
	i) 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.	1	No.	950,000	950,000
	ii) J-Size Medical air cylinders complete with cupronickel tail pipes and non-return valves and cylinder support racks.	12	No.	12,000	144,000
3	MEDICAL VACUUM SYSTEM				
	i) Mobile high vacuum suction unit with gauge, disposable bacteria filter, safety overflow valve and four autoclavable jars 1800 ml capacity.	12	No.	300,000	3,600,000
4	TERMINAL UNITS				
	Medical gas terminal units shall conform to BS EN ISO 91701:2008 and accept probes to BS 5682:1998. Terminal units shall be capable of single-handed insertion and removal of medical gas probe. The AGSS terminal unit shall conform to BS 6834:1987.				
	i) Oxygen terminal units	12	No.	13,400	160,800
	ii) Medical air terminal units	12	No.	13,400	160,800
	iii) Medical vacuum terminal units	12	No.	13,400	160,800
	Sub-total c/f to Next Page				7,076,400

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Medical Gas Pipeline System for Alupe Hospital BQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub-total b/f from previous page				7,076,400
5	MONITORING EQUIPMENT				
	i) Local area alarm complete with cabling.	1	No.	240,000	240,000
	ii) Central alarm complete with cabling.	1	No.	560,000	560,000
6	HEADWALL SYSTEM				
	Normal ward horizontal system Bed-head unit -1500mm length comprising Oxygen outlet, Vacuum Outlet, Medical Air Outlet, normal electric socket outlets, single ELV cut out for Nurse call, 1 No Examination lamp, 1No 36W down light with electronic ballast, 36W up light with electronic ballast, pull cord switch, Headphone outlet, RJ45 data outlet.	12	No.	300,000	3,600,000
7	DISTRIBUTION SYSTEM				
	i) Copper pipes manufactured from phosphorous de-oxidised non-arsenical copper to BS EN 1412:1996 grade CW024A (Cu-DHP) conforming to HTM 02-01:				
	15mm diameter copper pipe	100	LM	1,500	150,000
	22 mm diameter copper pipe	100	LM	1,600	160,000
	ii) Elbows				
	a) 15 mm diameter copper elbow	8	No.	300	2,400
	b) 22 mm diameter copper elbow	8	No.	400	3,200
	iii) Tees				
	a) 15 mm diameter equal Tee	8	No.	300	2,400
	b) 22 mm diameter equal Tee	8	No.	400	3,200
	Sub-total c/f to Next Page				11,797,600

**NELLIWA BUILDERS AND
 CIVIL ENGINEERS LTD.**
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 TEL: 020 4400312 , 0772 400312
 Email: nelliwabuilders@yahoo.com

Medical Gas Pipeline System for Alupe Hospital BQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub-total b/f from previous page				11,797,600
	iv) Line Ball Valves c/w NISTs				
	Medical Gas Line Ball Valve c/w NISTs conforming to HTM 02-01.				
	a) 15 mm dia. Medical Gas Line Ball Valve	60	No.	9,800	588,000
	b) 22 mm dia. Medical Gas Line Ball Valve	30	No.	9,800	294,000
8	PURGING				
	Allow for flushing the whole system with the medical gases in accordance with HTM 02-01 and to the satisfaction of the Project Engineer.	1	Item	50,000	50,000
9	TESTING AND COMMISSIONING				
	Allow for testing and commissioning of the entire medical gas pipeline system in accordance with the Particular Specifications and to the satisfaction of the Project Engineer.	1	Item	200,000	200,000
10	Allow for three (3 No.) sets of As-Installed Drawings and Operation Manuals both in hard and soft copies.	1	Item	20,000	20,000
	Total for Bill No. 2 c/f to Summary Page				12,949,600

Medical Gas Pipeline System for Alupe Hospital BQ

SUMMARY

ITEM	DESCRIPTION	AMOUNT (KSHS)
1	Bill No. 1: Contract Preliminaries	697,000
2	Bill No. 2: MGPS Installation	12,949,600
3	PROVISIONAL SUMS	
	i) Builder's work associated with medical gas pipeline system installation including construction of plant room, hacking and making good disturbed areas.	1,000,000.00
	ii) Electrical works associated with medical gas pipeline system installation.	500,000.00
4	Contingency	1,000,000.00
	Total for MGPS Installation Carried to Form of Tender	16,146,600

Amount in words.....SIXTEEN MILLION ONE HUNDRED &.....

FOURTY SIX THOUSAND SIX HUNDRED.....

Tenderer's name and Stamp

NELLIWA BUILDERS & CIVIL ENGINEERS LTD.
L-TO

PIN NO. P.000 606174A

(Provide copy)

VAT CERTIFICATE NO:

(Provide copy)

NELLIWA BUILDERS AND
CIVIL ENGINEERS LTD.
P. O. Box 68121 - 00200, NAIROBI
TEL: 020 4400312, 0772 400312
Email: nelliwabuilders@yahoo.com

Witness Address: 68121-00200

Date: 22/01/2021

Signature: [Signature]

Medical Gas Pipeline System for Alupe Hospital BQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub-Total for Preliminaries b/f from Previous Page				597,000
	ii) Allow for Contractor's profit and overheads on item (i) above.				
9.3	Allow for transport of at least 4 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 10 trips @ ...KShs. ..10,000.00.....per trip.			100,000.00
	Total for Bill No. 1: Preliminaries c/f to Summary Page				697,000

NELLIWA BUILDERS AND
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