

REPUBLIC OF KENYA



**CONTRACT AGREEMENT
BETWEEN**

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

AND

**M/s PLENSER LIMITED,
P. O. BOX 101995-00101,
NAIROBI.**

**TENDER FOR THE PROPOSED REPAIR,
RENOVATION AND SERVICING WORKS FOR THE
FIVE INCINERATORS AT KENYA NATIONAL BLOOD
TRANSFUSION CENTRES**

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- 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 PLENER LIMITED OF P.O BOX 101995-00101, NAIROBI.
(Herein after called "the tenderer") of the other part;

WHEREAS the Procuring entity invited the bidder to quote for **Proposed renovation, repair and servicing works for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBT\$ sites** and has accepted the tender by the Contractor for the **Proposed renovation, repair and servicing works for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBT\$ sites** and whose particulars are herein below:-

Item	:	Proposed renovation, repair and servicing works for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBT\$ sites
Total price	:	Kshs. 18,874,940.00 (Eighteen Million, Eighteen Hundred and Seventy-Four Thousand, Nine Hundred and Forty 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 renovation, repair and servicing works for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBS sites and to remedy defects therein in conformity in all respects with the provisions of the Contract:
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 renovation, repair and servicing work for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBS sites** 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. 18,874,940.00 (Eighteen Million, Eight Hundred and Seventy-Four Thousand, Nine Hundred and Forty 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: FARIDAH ODHIAMBO

Signed 
(For the Tenderer)

Witnessed by:

Name: STEVE WAKHUNGU

Signed 

Signed 

Date 12/4/2021
PRINCIPAL SECRETARY
MINISTRY OF HEALTH
P. O. Box 30016 - 00100,
NAIROBI

Signed 

Date

Title: HEAD OF OPERATIONS

Date.....

Title: SALES & MARKETING MGR

Date.....

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.

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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.

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 renovation, repair and servicing works for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBTS sites 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

ANNEX 1: Quotation Forms

Contractor Quotation Form

From:	PLENSER LIMITED
Contractor's Representative:	MOSES KAMAU
Title/Position:	CHIEF EXECUTIVE OFFICER
Address:	P.O. Box 101995-00101 NAIROBI
Email:	info@Plenser.com, mkamau@Plenser.com

To:	MINISTRY OF HEALTH
Employer's Representative:	PRINCIPAL SECRETARY
Title/Position:	PRINCIPAL SECRETARY
Address:	P.O. Box 30016-00100 NAIROBI
RFQ Ref No.:	KE-MOH-188962-CW/ RFQ
Date of Quotation:	

Dear PRINCIPAL SECRETARY..... [insert name of Employer's Representative]:

SUBMISSION OF QUOTATION

1. Conformity and No Reservations

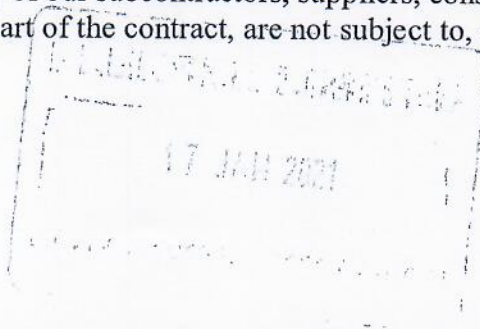
In response to the above named RFQ, we offer to execute the Works as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

3. Suspension and Debarment

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any



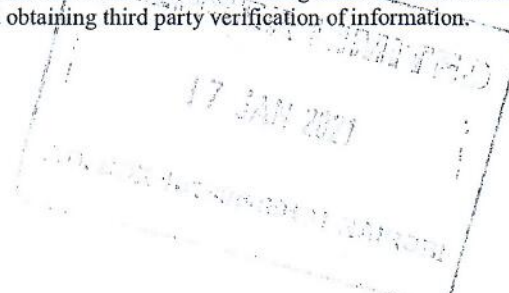
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- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



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POWER OF ATTORNEY

RESOLUTION OF THE BOARD OF DIRECTORS OF PLENSER LIMITED AT THE BOARD MEETING HELD AT PLENSER'S OFFICE ON 10TH SEPTEMBER 2020 AT 9:00AM

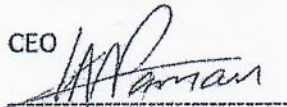
RESOLUTION TO COMMIT THE COMPANY

At a duly convened directors board meeting of Plenser Limited held at our offices on September 10, 2020, IT WAS RESOLVED that STEVE WAKHUNGU be and is hereby authorized to commit the company on all business matter in his capacity as **SALES AND MARKETING MANAGER**, and to affix the Company seal to any necessary business documents that are binding to the company required from time to time.

It was resolved that the company seal be and is hereby affixed to this resolution for use by all parties requiring this assurance and as specified in the company's articles of association.

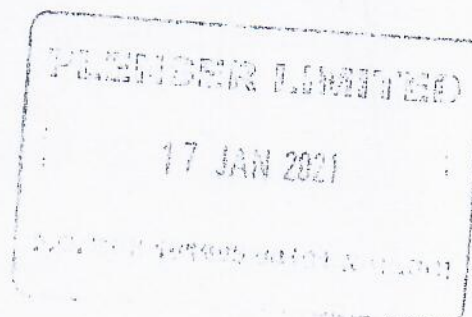
Moses Kamau

CEO



DATE

19/12/2020



entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Quotation Price

Total price of all the symmetrical incinerators in words and figures including any discounts.

Amount in words

Kenya

shillings.....EIGHTEEN MILLION, EIGHT HUNDRED & SEVENTY.....

.....FOUR THOUSAND, NINE HUNDRED & FORTY SHILLINGS ONLY.....

Amount in figures

Kenya shillings.....KES 18,874,940.00.....

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[If none has been paid or is to be paid, indicate "none."]



Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

- accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Contractors.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Contractor: PLENER LIMITED

Name of the person duly authorized to sign the Quotation on behalf of the Contractor:

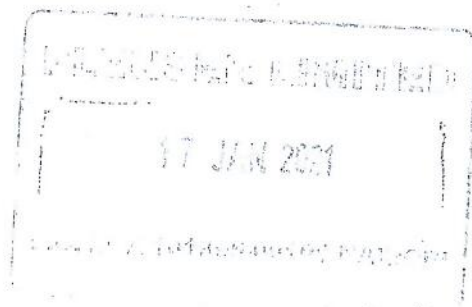
STEVE WAKHURU [insert complete name of person duly authorized to sign the Quotation]*

Title of the person signing the Quotation: SALES & MARKETING MANAGER [insert complete title of the person signing the Quotation]

Signature of the person named above: [Signature] [insert signature of person whose name and capacity are shown above]

Date signed: 17th [insert date of signing] day of JANUARY [insert month], 2021 [insert year]

*The power of attorney shall be attached to the Quotation.



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BILL OF QUANTITIES

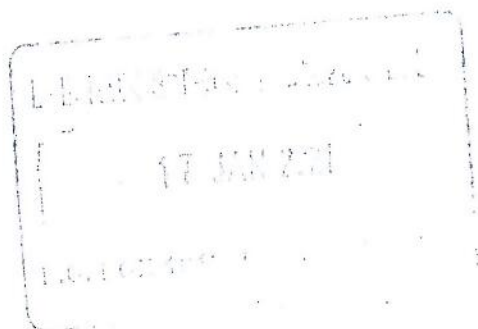
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INSERT BQ

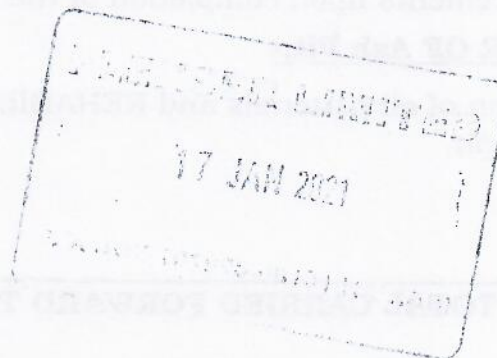


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**PROPOSED SYMETRICAL REPAIR,RENOVATIONS AND SERVICING
OF 5 NO. INCINERATORS AND ASSOCIATED WORKS FOR
MOMBASA,NAKURU,KISUMU,ELDORET AND EMBU KNBTS SITES**

BQ FOR INCINERATOR



**PROPOSED SYMETRICAL REPAIR,RENOVATIONS AND SERVICING OF 5
NO. INCINERATORS AND ASSOCIATED WORKS FOR
MOMBASA,NAKURU,KISUMU,ELDORET AND EMBU KNBTS SITES**

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Item	Description	Qty	Unit	Rate	Amount Kshs
	For the REPAIR, RENOVATIONS AND SERVICING to site and installation of the following, to satisfactory completion: -				
A	<u>REPAIR OF Medical Waste Incinerator</u> REPAIR AND REHABILITATE Manual load twin chamber incinerator for medical waste to burn 75kg/hr on continuous operation, with Primary temperature in the region of 800°C -1000°C or 1000°C - 1200°C more in the Secondary chamber, complete with charging door, Ash door, Air and view ports, auxiliary air system with adjustable dampers, burners and burner control system and ignition unit, the whole to meet NEMA requirements and other international standards.	1	No	880,000	880,000
B	<u>Incinerator Chimney:-</u> Vertical self supporting chimney, 380mm diameter, 20,000mm high mounted directly on top of the incinerator complete with barometric damper, refractory damper and ceramic insulation.	20	LM	24,000	480,000
C	<u>REHABILITATE Housing Shed for the incinerator:-</u> Construction of a shed enclosure for the incinerator to approval of the project architect.	1	No	64,500	64,500
D	<u>Plumbing works for the incinerator water and fuel storage connections:-</u> Pipework and fittings as above (subject) to re measurements upon completion of the works)	Lot	Lot	24,000	24,000
E	<u>REPAIR OF Ash Pit:-</u> Provision of all materials and REHABILITATION of an ash pit.	Item	Item	34,000	34,000
TOTAL CARRIED FORWARD TO SUMMARY PAGE					1,482,500

Item	Description	Qty	Unit	Rate	Amount Kshs
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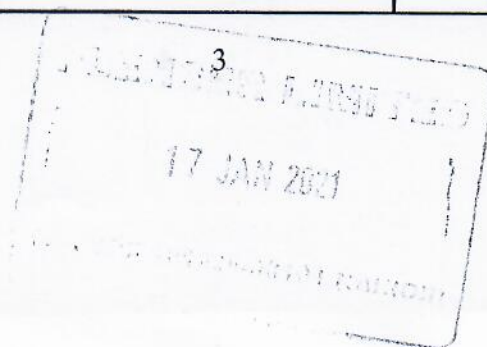
17 JAN 2021

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A	<u>Fuel Oil storage Tank:-</u> Rehabilitate Above ground oil fuel tank fabricated from 6.5mm thick steel plate of approximate dimension of internal diameter of 1500mm x length of 2500mm of capacity 3,000 litres complete with adequate lifting lugs and 500mm diameter manhole fabricated from 6.5mm thick plate steel for manhole body and 10mm thick for manhole flange and lid.	1	No	145,000	145,000
B	<u>Strapping:-</u> Secure the tank with 50 x 6mm mild steel strap of approximate length of 300mm complete with 2No 100 x 100mm, 19mm plate triangular gusset welded to one side, 2No diameter 25mm x 300mm long holding down bolts and 2No. 100 x 100mm x 19mm thick steel anchor plate.	Item	Item	68,000	68,000
C	<u>Tank External Ladder</u> Tank external platform 1200 x 1200mm wide from 3mm thick chequered steel plate complete with support welded on top of the tank and 25mm diameter x 900mm high perimeter hand rails.	2	No	83,000	166,000
D	<u>Pressure Testing of Fuel Tanks</u> Allow for air pressure testing of fuel tank at 40Kpa and applying a strong soapy solution to all the seams of the tank	Item	Item	23,000	23,000
TOTAL CARRIED FORWARD TO COLLECTION PAGE 128					402,000

Item	Description	Qty	Unit	Rate	Amount Kshs	Cts
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Handwritten signature or initials.

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A	Dip Pipe 40mm diameter dip-pipe with 20mm diameter holes drilled approximately 200mm centre to centre terminating 75mm from tank bottom. Allow for continuously welded doubling plate on tank floor beneath the opening of the dip pipe.	1	No	24,000	24,000
B	Brass dipstick calibrated in steps of 100 litres	1	No	30,000	30,000
C	Strainers:- 20mm diameter malleable iron Y - Type strainer with screwed BSP pipe connections, 200mm mess brass screen with 0.8mm perforations, and 17 bar cold non- shock pressure conditions. As "Spirax Sarco" Fig. 12 or equal and approved. 25mm diameter ditto	2	Item	18,500	37,000
D	No Smoking Sign:- No smoking sign 675 x 225mm displayed in English and Kiswahili complete with sign post	2	Item	12,500	25,000
E	Fuel pipework cleaning:- Allow for pipework cleaning before installation by hammering to loosen excessive spelter and dirt and thereafter swabbing it out with a rug tied to a wire and soaked in mineral spirit.	2	Item	4,500	9,000
F	Fuel Pipework Pressure Testing:-	Item	Item	32,000	32,000
G	Allow for air pressure testing of pipework after installation and before burying at 56psi and applying a strong soapy solution to all the joints of the pipework.	Item	Item	28,000	28,000

TOTAL CARRIED FORWARD TO COLLECTION PAGE 128

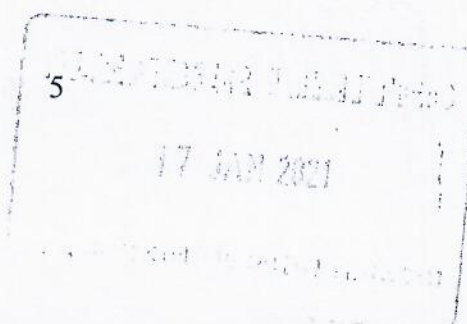
185,000

Item	Description	Qty	Unit	Rate	Amount Kshs
A	REHABILITATE Daily Feed Oil Service Tank:-				

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	<p>Black mild steel tank with lockable cover, Gauge 14, capacity 1,500litres, size 1500 x 1200 x 840mm high with internal bracings (stays) and the following connections:-</p> <ul style="list-style-type: none"> • 20mm diameter inlet pipe • 25mm diameter outlet pipe • 40mm diameter overflow pipe • 40mm diameter vent pipe • 50mm sludge pipe • Float switch 	Item	Item	140,000	140,000	00
B	<p><u>REHABILITATE Daily Feed Oil Tank Support Structures:-</u></p> <p>2000mm high steel structure 450 litres daily feed fuel oil tank support complete with bracing and tank base support.</p>	Item	Item	130,000	130,000	00
C	<p><u>Oil Transfer Pump:-</u></p> <p>Oil transfer pump capable a discharge of 0.25l/s(0.9m³/hr) against a head of 5m with a power supply of 0.37kw 240V 50Hz suitable for fuel oil applications as LINZ Model No. GM 50 or equal and approved</p>	Item	Item	35,000	35,000	00
D	<p><u>Semi Rotary Hand Pump</u></p> <p>20mm diameter semi rotary hand pump</p>	Item	Item	20,000	20,000	00
TOTAL CARRIED FORWARD TO COLLECTION PAGE 128						395,000

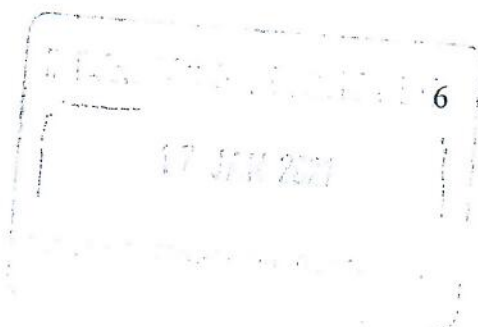
Item	Description	Qty	Unit	Rate	Amount Kshs	Cts
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A.	<u>REPLACE Float switch & Cable:-</u> Bulk fuel oil storage tank low oil level cut out float switch and daily fuel oil feed tank low and high oil level cut-in and cut-out float switches inclusive of cables and laying from the pump control panel to the control float switches. (approx. 20m)	Item	Item	45,000	45,000
B	<u>Testing and Commissioning:-</u> Testing the plant and commissioning to ensure compliance with manufacturer's intentions entirely.	Item	Item	20,000	20,000
C	<u>Spare for maintenance:-</u> Supply of necessary maintenance spares and concomitant accessories for a 5 years period.	Item	Item	116,800	116,800
D	<u>Tools:-</u> Supply of necessary tools and gauges	Item	Item	25,000	25,000
E	AS- installed Drawing, Operation and Instruction Manuals.	Item	Item	20,000	20,000
F	Allow for preparation of Records (as installed) drawing and operation manuals	Item	Item	50,000	50,000
TOTAL CARRIED FORWARD TO COLLECTION PAGE 128				459,800	

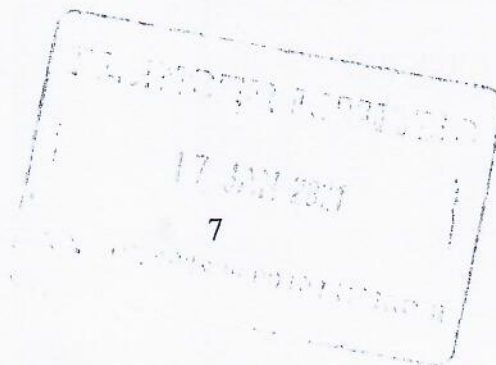


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COLLECTION PAGE

ITEM	DESCRIPTION	AMOUNT (KSHS.)
A	Total Brought forward from page BQ123	1,482,500.00
B	Total Brought forward from page BQ124	402,000.00
C	Total Brought forward from page BQ125	185,000.00
D	Total Brought forward from page BQ126	325,000.00
E	Total Brought forward from page BQ127	459,800.00
TOTAL CARRIED TO PRICE SUMMARY		2,854,300.00

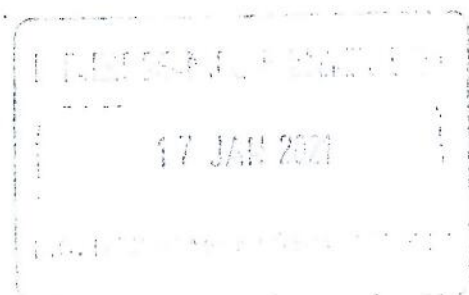


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**GRAND SUMMARY FOR REPAIR, RENOVATIONS AND SERVICING OF
FIVE (5) INCINERATORS.**

ITEM	DESCRIPTION	AMOUNT (KSH)
1.	Total brought forward from INCINERATOR Collection page	2,854,300.00



2.	Provisional Sum for Contingency	200,000/=
3.	Certification and service charge for INCINERATOR	50,000/=
4.	Provisional Sum for Project Administration and Airtime For the Project Officers	150,000/=
	Sub Total for ONE INCINERATOR	3,254,300.00
	Sub Total for FIVE INCINERATORS	16,271,500.00
	Add 16% VAT	2,603,440.00
	Total Tender Sum carried to Form of Tender	18,874,940.00

Tender Sum (in words) EIGHTEEN MILLION, EIGHT HUNDRED & SEVENTY FOUR THOUSAND, NINE HUNDRED AND FORTY SHILLINGS ONLY.

Tenderers' Name & Address PLENBER LIMITED, P.O. Box 101995-00101
NAIROBI

Tel 0700 128 141, 0727 643 555

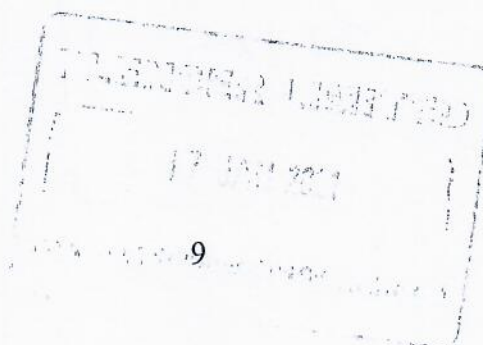
PIN NO. P0511445732 VAT Reg. 0129790R

Signature [Signature] Date 17/1/2021

Witness' Name & Address ELISHABA MUKENDE, P.O. Box 101995-00101
NAIROBI

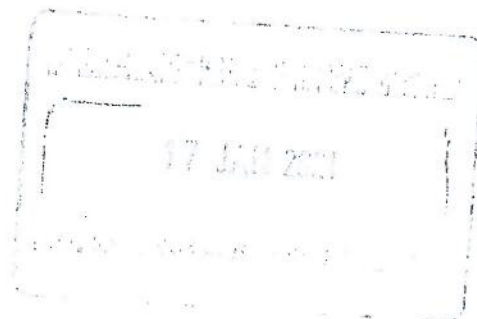
Signature [Signature]

Date 17/1/2021



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Handwritten mark or signature

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Saku Business Park,
Go Down No: 34,
North Airport Road
P.O. Box 101995-00101
Nairobi, Kenya
Tel: +254 758 352 117
Cell: +254 700 128 141
Email: info@plenser.com
Web: www.plenser.com

Delivering Value

8th April 2021

Your Ref: MOH/PROC/COMM/20/21/010/FY/Vol.II(08)

Ministry of Health,
Afya House, Cathedral Road
P.O. Box 30016 Nairobi, Kenya
Email: pshhealthke@gmail.com

**RE: ACCEPTANCE LETTER FOR THE AWARD OF PROPOSED REPAIR,
RENOVATION AND SERVICING WORKS FOR FIVE (5) INCINERATORS AT KENYA
NATIONAL BLOOD TRANSFUSION CENTRES**

We refer to the above and acknowledge receipt of the notification of award dated 22nd March 2021 with appreciation.

We accept the award with the terms and conditions as outlined. On our part, we promise to offer quality workmanship as defined on our quotation RFQ NO: MOH/CERP/029/2020-2021

We look forward to signing the contract and thereafter commence the works.

Thank you

Yours Faithfully,



Faridah Odhiambo
Head of Operations,
Plenser Limited.

PLENSER LIMITED

08 APR 2021

P.O. BOX 101995-00101 NAIROBI



Matthews
ENVIRONMENTAL SOLUTIONS



Heating and Waste Management Technologies
■ Building and Civil Works



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 (08)

22ND MARCH, 2021

M/S PLENSER LIMITED,
P. O. BOX 101995-00101,
NAIROBI

RE: LETTER OF NOTIFICATION OF AWARD
PROPOSED REPAIR, RENOVATION AND SERVICING WORKS FOR THE FIVE
INCINERATORS AT KENYA NATIONAL BLOOD TRANSFUSION CENTRES

Reference is made to your participation in the above tender.

The Ministry of Health in Professional Opinion No. **MOH/010/08/2020-2021** approved award of the Tender for the Proposed renovation, repair and servicing works for Five (No. 5) Incinerators in Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Embu KNBS sites at your quoted bid sum of **Kshs. 18,874,940.00 (Eighteen Million, Eight Hundred and Seventy-Four Thousand, Nine Hundred and Forty Shillings Only)**

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



ISO 9001:2015
Certified

