



**KENYATTA UNIVERSITY TEACHING,  
REFERRAL & RESEARCH HOSPITAL  
(KUTRRH)**

**SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF AIR CONDITIONING  
SYSTEM AT INTERGRATED MOLECULAR  
IMAGING CENTRE(IMIC) -HOSPITALITY  
CENTRE**

**TENDER NO:**

**KUTRRH /TNR/G/025/SDICAC-IMIC/2020-2021**

**CLOSING DATE: WEDNESDAY 6<sup>TH</sup> JANUARY, 2021 AT 10.00 A.M.**

## TABLE OF CONTENTS

|   | <b>Page</b> |
|---|-------------|
| <b>SECTION I</b>                                |             |
| <b>INVITATION TO TENDER.....</b>                | <b>3</b>    |
| <b>SECTION II</b>                               |             |
| <b>INSTRUCTIONS TO TENDERERS.....</b>           | <b>4</b>    |
| <b>APPENDIX TO INSTITUTIONS TO TENDER .....</b> | <b>16</b>   |
| <b>EVALUATION CRITERIA .....</b>                | <b>18</b>   |
| <b>SECTION III</b>                              |             |
| <b>GENERAL CONDITIONS OF CONTRACT.....</b>      | <b>43</b>   |
| <b>SECTION IV</b>                               |             |
| <b>SPECIAL CONDITIONS OF CONTRACT .....</b>     | <b>48</b>   |
| <b>SECTION V</b>                                |             |
| <b>SCHEDULE OF REQUIREMENTS.....</b>            | <b>50</b>   |
| <b>SECTION VI</b>                               |             |
| <b>STANDARD FORMS.....</b>                      | <b>53</b>   |

## SECTION I – INVITATION TO TENDER

**Date 22<sup>nd</sup> December, 2020**

**TENDER REF NO: KUTRRH /TNRD/G/025/SDICAC-IMIC/2020-2021**

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR  
CONDITIONING SYSTEM AT INTERGRATED MOLECULAR  
IMAGING CENTRE(IMIC) -HOSPITALITY CENTRE**

- 1.1 KUTRRH invites sealed tenders from eligible candidates for the **Supply, Delivery, Installation and Commissioning of Air Conditioning System at Integrated Molecular Imaging Centre(IMIC) - Hospitality Centre.**
- 1.2 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of (One thousand shillings only) Ksh.1,000/= to be deposited in:-  
Bank Name: Kenya Commercial Bank (KCB)  
Branch: Thika Road Mall  
Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)  
Account Number: 1258637243
- OR
- Download free of charge from KUTRRH Website at [www.kutrrh.go.ke](http://www.kutrrh.go.ke). Bidders who opt to download **MUST** send their contacts details to [procurement@kutrrh.go.ke](mailto:procurement@kutrrh.go.ke)
- Those who buy the tenders are advised to take the banking slip to KUTRRH (Finance – Cash Office) for an official receipt thereafter you can collect the tender documents from Procurement Office, Procurement and Stores Section.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs 1,000 in cash or bankers cheque payable to (*accounting officer*)
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at (**KUTRRH–Procurement Department**) or be addressed to (**KUTRRH P.O. Box 7674 – 00100 GPO Nairobi**) so as to be received on or before, **Wednesday 6th January, 2021 at 10.00am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KUTRRH–Boardroom.**

**The Chief Executive Officer  
Kenyatta University Teaching, Referral and Research Hospital  
P.O. Box 7674 – 00100, GPO  
NAIROBI.**

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. KUTRRH employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KUTRRH to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KUTRRH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 KUTRRH shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form

xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify KUTRRH in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KUTRRH will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KUTRRH. Written copies of the KUTRRH response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. KUTRRH shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KUTRRH, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KUTRRH, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10  
and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by KUTRRH within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KUTRRH satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect KUTRRH against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KUTRRH as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KUTRRH.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KUTRRH on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KUTRRH, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KUTRRH as nonresponsive.
- 2.13.2 In exceptional circumstances, KUTRRH may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the

request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

#### 2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### 2.15 **Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to KUTRRH at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE On or before Wednesday 6th January, 2021 at 10.00am.,**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KUTRRH will assume no responsibility for the tender’s misplacement or premature opening.

#### 2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by KUTRRH at the address specified under paragraph 2.15.2 no later than **Wednesday 6th January, 2021 at 10.00am.**

2.16.2 KUTRRH may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of KUTRRH and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by KUTRRH as provided for in the appendix.

## 2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by KUTRRH prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 KUTRRH may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KUTRRH shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.18 **Opening of Tenders**

2.18.1 KUTRRH will open all tenders in the presence of tenderers' representatives who choose to attend, at **Wednesday 6th January, 2021 at 10.00am.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KUTRRH , at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 KUTRRH will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.19 **Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders KUTRRH may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence KUTRRH in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 KUTRRH will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 KUTRRH may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, KUTRRH will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. KUTRRH determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by KUTRRH and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, KUTRRH will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 KUTRRH will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 KUTRRH evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

KUTRRH requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KUTRRH required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KUTRRH may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

## 2.23. **Contacting KUTRRH**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KUTRRH on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KUTRRH in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## 2.24 **Award of Contract**

### a) **Post qualification**

- 2.24.1 In the absence of pre-qualification, KUTRRH will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KUTRRH deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KUTRRH will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

- 2.24.3 Subject to paragraph 2.29 KUTRRH will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 KUTRRH reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for KUTRRH action. If KUTRRH determines that none of the tenderers is responsive; KUTRRH shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 **Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KUTRRH pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, KUTRRH will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as KUTRRH notifies the successful tenderer that its tender has been accepted, KUTRRH will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to KUTRRH.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from KUTRRH, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KUTRRH.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KUTRRH may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 KUTRRH requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 KUTRRH will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

| Instructions to tenderers | Particulars of appendix to instructions to tenderers                         |
|---------------------------|--|
| 2.1                       | Particulars of eligible tenderers  |
| 2.10                      | Particulars of other currencies allowed.                                     |
| 2.11                      | Particulars of eligibility and qualifications documents of evidence required |
| 2.12                      | 2% of Total Tender Sum.  |
| 2.24                      | Particulars of post – qualification if applicable                            |
| 2.30                      | Particulars of performance security if applicable                            |
| Other's as necessary      | Complete as necessary  |

## EVALUATION CRITERIA

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

|  | <b>MANDATORY REQUIREMENTS</b>   | <b>POINTS</b> |
|--|---|---------------|
| A1   | Valid copy of Incorporation Certificate /Business Registration  | YES/NO        |
| A2   | Valid copy of Business Permit/License   | YES/NO        |
| A3   | Valid Copy of Tax Compliance Certificate  | YES/NO        |
| A4   | Submit tender security of 2% of Total Tender Sum  | YES/NO        |
| A5   | Dully filled, signed and stamped Confidential Business Questionnaire  | YES/NO        |
| A6   | Bid submitted in two copies clearly marked “Original” and “Copy”  | YES/NO        |
| A7   | Valid and active minimum NCA 8 certificate<br>(ELECTRICAL/MECHANICAL) SUBJECT TO CONFIRMATION FROM<br>THE NCA WEBSITE   | YES/NO        |
| A8   | Certified Copy of CR12/CR 13 for the last four months from the date of tender<br>advertisement  | YES/NO        |
| A9   | Dully signed and stamped oath statutory declaration form by commissioner of<br>oaths  | YES/NO        |
| A10  | Bidders should have their documents paginated to ensure compliance with<br>Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in<br>format 1,2,3,4... to the last page).  | YES/NO        |
| <b>NB. ALL THE ATTACHMENTS MUST BE CERTIFIED BY COMMISSIONER OF OATHS<br/>(Failure to meet the above mandatory requirements will lead to automatic disqualification)</b> |   |               |
| <b>B.</b>  | <b>GENERAL REQUIREMENTS</b>   |               |
| B1.  | Financial capability as supported by audited accounts for the last three (3)<br>years. 2014-2015, 2015-2016, 2016-2017 <ul style="list-style-type: none"> <li>• Current Ratio above 1 10Marks</li> <li>• Current Ratio Below 1 but above 0.5 5 marks</li> <li>• Current Ratio Below 0.5 Nil</li> </ul>    | 10            |
| B2.  | Indicate having undertaken similar assignment with at least 4 firms for the last<br>three years two of whom must be current customers. <b>(Attach copies of LPO’s,<br/>contracts and respective invoices and delivery notes) 3 points for each<br/>firm</b>   | 12            |
| B3.  | Maximum accumulative Volume of Business in a year handled in the last<br><b>three (3) years</b> (Attach Evidence eg. LPOs OR Award letters/Contracts) <ul style="list-style-type: none"> <li>- Above 10 million (10 pts)</li> <li>- 6 – 10 million (8 pts)</li> <li>- 3 – 5.99 million (6 pts)</li> </ul> | 10            |

|          |   |            |
|----------|---|------------|
|          | - 1 – 2.99 Million (4 pts)  |            |
|          | - Below ONE million (2 pts)   |            |
| <b>C</b> | <b>TECHNICAL REQUIREMENTS</b>   |            |
| C1.      | Indicate your delivery period after order confirmation  | 5          |
| C2.      | Vendor Associates<br>- If Authorized Reseller/Distributor (Attach letter of Accreditation) (5)<br>- If Reseller (Attach) (3)  | 5          |
| C3.      | System Specifications, Brochures and Catalogues (Meeting technical and performance specifications) clause by clause of the specifications.  | 40         |
| C4.      | After sales service, (warranty/guarantee) for a period of not less than three (3) years from supply. The warranty should also be verifiable from the manufacturers' website via serial/tag numbers. | 16         |
| C5.      | Litigation History (if none)  | 2          |
|          | <b>GRAND TOTAL (Pass Mark 70 points)</b>  | <b>100</b> |

**Note**

- i. Bidders must meet all the mandatory requirements to qualify for general and technical requirement
- ii. To qualify for price evaluation, the bidder must score a minimum of 70 points (70)%
- iii. The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
- iv. Any information provided by the bidder may be verified by KUTRRH
- v. If information is found to be false, the company will be disqualified.
- vi. All winning bidders must give their warranties as stated above (three years after supply) failure to which they will be disqualified.
- vii. Winning bidder will be required to give an Authorization letter from their manufacturer.

**SECTION III GENERAL CONDITIONS OF CONTRACT**

| <b>TABLE OF CONTENTS</b>                            | <b>Page</b> |
|---|-------------|
| 3.1: Definitions.....                               | 22          |
| 3.2: Application.....                               | 22          |
| 3.3: Standards.....                                 | 22          |
| 3.4: Use of Contract Documents and Information..... | 22-23       |
| 3.5: Patent Rights.....                             | 23          |
| 3.6: Performance Security.....                      | 23          |
| 3.7: Delivery of Services and Documents.....        | 23          |
| 3.8: Payment.....                                   | 23          |
| 3.9: Prices.....                                    | 24          |
| 3.10: Assignment.....                               | 24          |
| 3.11: Termination for Default.....                  | 24          |
| 3.12: Termination for Insolvency.....               | 24          |
| 3.13: Termination for Convenience.....              | 25          |
| 3.14: Resolution of Disputes.....                   | 25          |
| 3.15: Governing Language.....                       | 25          |
| 3.16: Applicable law.....                           | 25          |
| 3.17: Force Majeure.....                            | 25          |
| 3.18: Notices.....                                  | 25          |

SECTION III

CONDITIONS OF CONTRACT

|     | Table of Clauses                              | Page |
|-----|---|------|
| 1.  | DEFINITIONS.....                              | 14   |
| 2.  | CONTRACT DOCUMENTS.....                       | 15   |
| 3.  | EMPLOYER’S REPRESENTATIVE’S DECISIONS.....    | 16   |
| 4.  | WORKS, LANGUAGE AND LAW OF CONTRACT.....      | 16   |
| 5.  | SAFETY, TEMPORARY WORKS AND DISCOVERIES.....  | 16   |
| 6.  | WORK PROGRAM AND SUB-CONTRACTING.....         | 16   |
| 7.  | THE SITE.....                                 | 17   |
| 8.  | INSTRUCTIONS.....                             | 17   |
| 9.  | EXTENSION OF COMPLETION DATE.....             | 18   |
| 10. | MANAGEMENT MEETINGS.....                      | 18   |
| 11. | DEFECTS.....                                  | 19   |
| 12. | BILLS OF QUANTITIES/SCHEDULE OF RATES.....    | 20   |
| 13. | VARIATIONS.....                               | 20   |
| 14. | PAYMENT CERTIFICATES AND FINAL ACCOUNT .....  | 21   |
| 15. | INSURANCES .....                              | 21   |
| 16. | LIQUIDATED DAMAGES.....                       | 22   |
| 17. | COMPLETION AND TAKING OVER.....               | 23   |
| 18. | TERMINATION.....                              | 24   |
| 19. | PAYMENT UPON TERMINATION.....                 | 25   |
| 20. | CORRUPT GIFTS AND PAYMENTS OF COMMISSION..... | 25   |
| 21. | SETTLEMENT OF DISPUTES.....                   | 25   |

|     |   |    |
|-----|---|----|
| 22. | APPENDIX TO CONDITIONS OF CONTRACT .....    | 25 |
|     | <b>SECTION III - CONDITIONS OF CONTRACT</b> |    |

## **1. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

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

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

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

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

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

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

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

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

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

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

## **2. Contract Documents**

- 2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
- (1) Agreement,
  - (2) Letter of Acceptance,
  - (3) Contractor’s Tender,
  - (4) Conditions of Contract,
  - (5) Specifications,
  - (6) Drawings,
  - (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. KUTRRH Representative’s Decisions**

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

## **4. Works, Language and Law of Contract**

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in

accordance with the Program submitted by the Contractor, as updated with the approval of KUTRRH Representative, and complete them by the Intended Completion Date.

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

## **5. Safety, Temporary works and Discoveries**

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of KUTRRH. The Contractor shall notify KUTRRH Representative of such discoveries and carry out KUTRRH Representative's instructions for dealing with them.

## **6 Work Program and Sub-contracting**

- 6.1 Within seven (7) days after Site possession date, the Contractor shall submit to KUTRRH Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of KUTRRH Representative. However, he shall not assign the Contract without the approval of KUTRRH in writing. Sub-contracting shall not alter the Contractor's obligations.

## **7 The site**

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

## **8 Instructions**

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

## **9 Extension of Completion Date**

- 9.1 KUTRRH Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date.

KUTRRH Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of KUTRRH Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from KUTRRH Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by KUTRRH in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by KUTRRH, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement KUTRRH Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which KUTRRH or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

## **10 Management Meetings**

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

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

## **11 Defects**

11.1 KUTRRH Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. KUTRRH Representative may instruct the Contractor to search for a defect and to uncover and test any Work that KUTRRH Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 KUTRRH Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in KUTRRH Representative's notice, KUTRRH Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **12 Bills of Quantities/Schedule of Rates**

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

### 13 Variations

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

### 14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by KUTRRH Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
  - (i) Advance payment \_\_\_\_\_ (percent of Contract Price, [after Contract execution] to be inserted by the Employer).
  - (ii) First stage (define stage) \_\_\_\_\_
  - (iii) Second stage (define stage) \_\_\_\_\_
  - (iv) Third stage (define stage) \_\_\_\_\_
  - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to KUTRRH Representative his application for payment. KUTRRH Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. KUTRRH shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply KUTRRH Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. KUTRRH Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the

Contractor's account if it is correct and complete. If it is not, KUTRRH Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, KUTRRH Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. KUTRRH shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

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

## **15. Insurance**

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

## **16. Liquidated Damages**

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

## **17. Completion and Taking Over**

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

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

## **18. Termination**

- 18.1 KUTRRH or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from KUTRRH Representative;
  - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (c) a payment certified by KUTRRH Representative is not paid by KUTRRH to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

- (d) KUTRRH Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

## **19. Payment Upon Termination**

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

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

19.3 Until after completion of the Works under this clause, KUTRRH shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor KUTRRH Representative shall certify the amount of expenses properly incurred by KUTRRH and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to KUTRRH by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## **20. Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of KUTRRH any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with KUTRRH or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with KUTRRH.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **21. Settlement of Disputes**

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

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: \_KUTRRH

Address: P.O BOX 7674-00100 NAIROBI

Name of Employer's Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

The name (and identification number) of the Contract is \_\_\_\_\_

The Works consist of proposed works for: **SUPPLY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONING SYSTEM FOR THE INTERGRATED MOLECULAR IMAGING CENTRE(IMIC)- HOSPITALITY CENTRE.**

The Start Date shall be: Immediately after contract signing\_\_

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

The following documents also form part of the Contract: (As defined in the letter of award herein)

\_\_\_\_\_

The Site Possession Date shall be \_\_\_\_\_

The Site is located at KUTRRH-IMIC Hospitality Centre, located along Northern Bypass, Kahawa West and is defined in drawings nos.\_\_\_\_\_

The Defects Liability Period is 365 days.

Amount of Tender Security 2% of total tender sum Note: This amount should not be more than two (2) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is (as indicated in the invitation to tender)

The tender opening date and time is..... (as indicated in the invitation to tender)) on ..... day of .....(insert date of tender opening)

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

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist KUTRRH 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 KUTRRH and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

| General conditions of contract reference | Special conditions of contract  |
|--|---|
| 3.6                                      | 10% of Total Contract Sum   |
| 3.8                                      | Specify method and conditions of performance  |
| 3.9                                      | No price adjustments allowed within 12 months   |
| 23.14                                    | All Disputes will be resolved by Public Procurement Administrative Review Board and High Court of Kenya only  |
| 3.17                                     | Constitution of Kenya   |
| 3.18                                     | Kenyatta University Teaching, Referral and Research Hospital (KUTRRH)<br>P.O Box 7674-00100 GPO NAIROBI<br><a href="tel:07106425130780900519">Tel: 0710 642513/0780 900519</a><br>Email: <a href="mailto:procurement@kutrrh.go.ke">procurement@kutrrh.go.ke</a><br><a href="mailto:ceo@kutrrh.ge.ke">ceo@kutrrh.ge.ke</a> |
| Other's as necessary                     | Complete as necessary   |

**SECTION VI - PRICE SCHEDULE FOR GOODS**

**TENDER REF NO: KUTRRH /TNR/G/025/SDICAC-IMIC/2020-2022**

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONING SYSTEM AT INTERGRATED MOLECULAR IMAGING CENTRE(IMIC) -HOSPITALITY CENTRE**

| ITEM       | DESCRIPTION  | QTY  | UNIT | RATE | AMOUNT |
|------------|--|------|------|------|--------|
| No.        |  |      |      | Kshs | Kshs   |
| <b>1.0</b> | <b>AIR CONDITIONING</b>  |      |      |      |        |
|            | <b>Supply, Install, Test and Commission the following air conditioning systems:</b>  |      |      |      |        |
| A          | <u>SPLIT UNITS - SERVER ROOM</u>   |      |      |      |        |
|            | SAMSUNG (CAC) High wall mounted split air conditioning unit, cooling capacity 7.1kW. Indoor unit model AC071FCADEH/EU complete with outdoor unit Model AC071JBRPEH/EU. Refrigerant: R410A. As Samsung or equal and approved. Electrical load: 2.2kW, single phase 240V, 50hz. Connected to 30A SP Isolator wired in 4.0mm cables provided by others. Approximate dimensions: Indoor unit-1065 x 298 x 218mm,Outdoor unit- 880x 798x 285mm<br>Prices to include:- all the necessary refrigerant pipes, condensate pipes, pvc sleeves, clips, tapes, cables, steel supports for the unit, wired remote controller and all the necessary accessories for the installations. | 2    | No.  |      |        |
| B          | Electrical Connections   |      |      |      |        |
|            | Allow for connection of power from the isolator to all the fans including the controls.  | Item | Sum  |      |        |
| C          | <b>TOTAL AMOUNT FOR AIR CONDITIONING C/F TO SUMMARY PAGE F/5</b>   |      |      |      |        |
| ITEM       | DESCRIPTION  | QTY  | UNIT | RATE | AMOUNT |
| No.        |  |      |      | Kshs | Kshs   |
|            | <b>MECHANICAL VENTILATION</b>  |      |      |      |        |
|            | <b>Supply, install, test and commission the following complete:</b>  |      |      |      |        |
| A          | EXTRACT SYSTEM FAN F2  |      |      |      |        |

|          |  |    |     |  |  |
|----------|--|----|-----|--|--|
|          | Inline Extract Fan duty 0.1m <sup>3</sup> /s against 100 pa static pressure as Centrifugal fan MODEL:XPELAIR XID 200 or approved equivalent with approved flexible connectors and anti-vibration mountings . The fan shall be continuously rated. Power rating 0.157kW , single phase, 240V, 50Hz.   | 6  | No. |  |  |
| <b>B</b> | <b>EXTRACT SYSTEM FAN F3</b>   |    |     |  |  |
|          | Inline Extract Fan duty 0.1m <sup>3</sup> /s against 100 pa static pressure as Centrifugal fan MODEL:XPELAIR XID 150 or approved equivalent with approved flexible connectors and anti vibration mountings . The fan shall be continuously rated. Power rating 0.099kW , single phase, 240V, 50Hz.   | 2  | No. |  |  |
| <b>C</b> | <b>CEILING MOUNTED FAN F1</b>  |    |     |  |  |
|          | Ceiling mounted Extract Fan capable of handling 0.02m <sup>3</sup> /s against a static pressure of 50 Pa. To be as "xpeliar" Model DX 100 or equal and approved. The fan shall be continuously rated. Power rating 0.012kW , single phase, 240V, 50Hz. The fan shall be complete with all accessories including flexible duct, wall grille, duct sleeve, duct spinner and pipe hood, back draft shutter, trace prevention, all power and control cabling from local isolator and any other necessary accessories for proper operation of the same. | 52 | No. |  |  |
| <b>D</b> | <b>SILENCER</b>  |    |     |  |  |
|          | Silencer to match SYSTEM fans F2 and reduce noise to acceptable level.   | 6  | No. |  |  |
| <b>E</b> | <b>SILENCER</b>  |    |     |  |  |
|          | Silencer to match SYSTEM Fan F3 and reduce noise to acceptable level.  | 2  | No. |  |  |
|          | -  |    |     |  |  |
| <b>F</b> | <b>ANTI VIBRATION MOUNTING</b>   |    |     |  |  |
|          | In order to isolate the vibration between the fans and the slab, anti-vibration mountings capable of handling the fan load shall be provided and installed for the two fans.   | 1  | Sum |  |  |
|          | -  |    |     |  |  |

|             |   |            |             |              |               |
|-------------|---|------------|-------------|--------------|---------------|
| G           | DUCT WORK   |            |             |              |               |
|             | Supply, deliver, fabricate as per the design ductwork using 20 gauge GMS inclusive of all joints, bends, branches, diffuser, expanders, bracing, gaskets, supports, stiffeners, turning vanes, splitters as necessary and any other fittings required for completion of the installation: | 50         | Sm          |              |               |
|             | -   |            |             |              |               |
| H           | WALL TERMINATION KIT  |            |             |              |               |
|             | Provide and fix a wall termination kit at the exit to the main extract duct. As XPELAIR or equal and approved   | 8          | No.         |              |               |
|             |   |            |             |              |               |
| I           | EXTRACT TOILET GRILLES  |            |             |              |               |
|             | 150mm x 150mm Extract grille made from high quality extruded aluminium. To be as AIRMASTER or equal and approved.   | 36         | No.         |              |               |
|             |   |            |             |              |               |
| J           | <b>Total C/F to the page F/4</b>  |            |             |              |               |
| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>QTY</b> | <b>UNIT</b> | <b>RATE</b>  | <b>AMOUNT</b> |
| <b>No.</b>  |   |            |             | <b>Kshs.</b> | <b>Kshs.</b>  |
| A           | FLEXIBLE CONNECTIONS  |            |             |              |               |
|             | The flexible connection shall be rubber bellows or neoprene and not canvass to isolate vibrations from the air conditioning unit or fans to the interconnecting duct work.  | 16         | No.         |              |               |
|             |   |            |             |              |               |
| B           | Allow for support to the fan on the roof or against the wall using steel angle plates   | 1          | Sum         |              |               |
|             |   |            |             |              |               |
| C           | ELECTRICAL CONNECTION   |            |             |              |               |
|             | Allow for connection of power from the isolator to all the fans including the controls.   | 1          | Sum         |              |               |
|             |   |            |             |              |               |
| D           | <b>Total C/F to the page F/4</b>  |            |             |              |               |
| <b>ITEM</b> | <b>DESCRIPTION</b>  |            |             |              | <b>AMOUNT</b> |
| <b>No.</b>  |   |            |             |              | <b>Kshs</b>   |
|             | <b>SUMMARY PAGE</b>   |            |             |              |               |
|             |   |            |             |              |               |
| A           | Total for B/F from page H/2   |            |             |              |               |

|             |  |  |  |               |
|-------------|--|--|--|---------------|
|             |  |  |  |               |
| B           | Total for B/F from page H/3  |  |  |               |
|             |  |  |  |               |
| C           | <b>TOTAL FOR MECHANICAL VENTILATION C/F TO SUMMARY PAGE F/5</b>              |  |  |               |
| <b>ITEM</b> | <b>DESCRIPTION</b>   |  |  | <b>AMOUNT</b> |
| <b>No.</b>  |  |  |  | <b>Kshs</b>   |
|             |  |  |  |               |
|             | <b>SUMMARY PAGE</b>  |  |  |               |
| A           | Total for Air Conditioning B/F from page F/1                                 |  |  |               |
|             |  |  |  |               |
| B           | Total for Washroom Extract B/F from page F/4                                 |  |  |               |
|             |  |  |  |               |
| C           | <b>TOTAL FOR HVAC C/F TO MAIN SUMMARY PAGE FOR MECHANICAL WORKS PAGE G/1</b> |  |  |               |

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to KUTRRH pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and KUTRRH in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to KUTRRH and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

**1. FORM OF TENDER**

KUTRRH  
P.O. Box 7674 – 00100 GPO  
**NAIROBI**

**TENDER REF NO: KUTRRH /TNR/G/025/SDICAC-IMIC/2020-2021**

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR  
CONDITIONING SYSTEM AT INTERGRATED MOLECULAR IMAGING  
CENTRE(IMIC) -HOSPITALITY CENTRE**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply, Install and Commission Air Conditioning System under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....  
.....  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to Supply, Install and Commission Air Conditioning System in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of..... 2020

.....  
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of .....

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “KUTRRH ”) of the one part and .....[name of tenderer] of .....[city and country of t tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS KUTRRH invited tenders for and has accepted a tender by the tenderer for the Supply, Install and Commission Air Conditioning System and spares in the spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. the Tender Form and the Price Schedule submitted by the tenderer;
  - b. the Details of cover
  - c. the General Conditions of Contract
  - d. the Special Conditions of Contract
  - e. KUTRRH Notification of Award.
3. In consideration of the payments to be made by KUTRRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KUTRRH to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KUTRRH hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for KUTRRH )

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this Form.

### **Part 1: General:**

- 1.1: Business Name .....
- 1.2: Location of business premises .....
- 1.3: Plot No. ....
- 1.4: Street/Road .....
- 1.5: Postal Address .....
- 1.6: Office Tel. No. ....
- 1.7: Mobile:.....
- 1.8: Fax No:.....
- 1.9: Email Address:.....
- 1.10: Nature of business:.....
- 1.11: Registration Certificate No. ....
- 1.12: Maximum value of business which you can handle at any one time Kshs. ....
- 1.13: Name of your bankers ..... Branch  
.....

### **Part 2(a) – Sole Proprietor:**

- 2a.1: Your name in full ..... Age .....
- 2a.2: Nationality ..... Country of origin .....
- Citizenship details.....

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

| 2b.2: Name | Nationality | Citizenship Details | Shares |
|------------|-------------|---------------------|--------|
| 1. ....    | .....       | .....               | .....  |
| 2. ....    | .....       | .....               | .....  |
| 3. ....    | .....       | .....               | .....  |
| 4. ....    | .....       | .....               | .....  |
| 5. ....    | .....       | .....               | .....  |

**Part 2(c) – Registered Company:**

2c.1: Private or public .....

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.. ..... Issued Kshs.....

2c.3: Give details of all directors as follows

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

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the KUTRRH Board? Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your

Organisation Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KUTRRH to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation?

Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....

.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....

3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**TENDER SECURITY FORM**

Whereas .....(hereinafter called <the tenderer> has submitted its bid  
[*name of Bidder*]

dated .....for the Supply, Install and Commission Air Conditioning System  
(hereinafter called <the tender? [*date of submission of bid*]

KNOW ALL PEOPLE by these presents that WE ..... of.....having  
[*name of bank*] [i>name of country]

our registered office at ..... (hereinafter called <the procuring entity> in  
[*name of procuring entity*]

the sum of Kshs..... for which payment well and truly to be made to  
[*state the amount*]

KUTRRH, the Bank binds itself, its successors, and assigns by these presents. Sealed

with the Common Seal of the said Bank this ..... day of .....2020.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by KUTRRH on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by KUTRRH during the period of tender validity;
  - fails or refuses to execute the Contract Form, if required; or
  - fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to KUTRRH up to the above amount upon receipt of its first written demand, without The Hospital having to substantiate its demand, provided that in its demand The Hospital will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

Signature: ..... Date: ..... Official Stamp: .....

**PERFORMANCE SECURITY FORM**

To: .....

[name of KUTRRH ]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ Supply, Install and Commission 1 No Passenger Lift .....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 2020 \_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_ [name of bank or financial institution]

\_\_\_\_\_ [address]

\_\_\_\_\_ [date]

**OATHS AND STATUTORY DECLARATION FORM**

**PUBLIC OF KENYA OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15  
OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC  
PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015**

I ... of P.O Box.....Being a resident of..... in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for KUTRRH and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KUTRRH, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KUTRRH.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

**SWORN** at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of ..... 2019}

}

} \_\_\_\_\_

} DEPONENT

Before me }

}

}

}

Commissioner for Oaths }