



STAREHE NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND

STAR/NG-CDF/PS/001/2022~2023

**SUPPLY AND DELIVERY OF LOCKERS AND CHAIRS AT
VARIOUS SCHOOLS WITHIN STAREHE
CONSTITUENCY**

September 2023

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SECTION I – INVITATION TO TENDER

Date 30th September 2023

TENDER REF NO: STAR/NG-CDF/PS/001/2022-2023

TENDER NAME: SUPPLY AND DELIVERY OF LOCKERS AND CHAIRS AT VARIOUS SCHOOLS WITHIN STAREHE CONSTITUENCY

- 1.1 Starehe National Government Constituency Development Fund Board (SNG-CDF) invites sealed tenders from eligible candidates for the **SUPPLY AND DELIVERY OF LOCKERS AND CHAIRS AT VARIOUS SCHOOLS WITHIN STAREHE CONSTITUENCY**
- 1.2 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.
- 1.3 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 (**Starehe NG-CDF– Procurement Department**) or be addressed to (**Starehe NG-CDF P.O. Box 31468 - 00600 Nairobi**) so as to be received on or before, **WEDNESDAY 6TH September, 2023 at 10.00 a.m.**
- 1.4 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **Starehe Sub-county Headquarters Hall.**

**The Fund Account Manager-Starehe NG-CDF
P.O. Box 31468 - 00600, 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. **Starehe NG-CDF** employees, committee members, 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 Starehe-NG-CDF 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 **Starehe-NG-CDF**, 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.1,000.00/=

2.2.3 **STAREHE-NG-CDF** 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 Starehe-NGCDF in writing or by post, fax or email at the entity's address indicated in the Invitation

for tenders. Starehe-NG-CDF 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 Starehe NG-CDF. Written copies of the Starehe NG-CDF 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. Starehe NG-CDF 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, Starehe NG-CDF, 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 Starehe NG-CDF, 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 **Starehe NG-CDF** 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 Starehe NG-CDF 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 **Starehe NG-CDF** 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 **Starehe NG-CDF** as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by **Starehe NG-CDF**.

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 **Starehe NG-CDF** 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 60 days or as specified in the invitation to tender after date of tender opening prescribed by **STAREHE NG-CDF**, pursuant to paragraph 2.18. A

tender valid for a shorter period shall be rejected by STAREHE NG-CDF as nonresponsive.

2.13.2 In exceptional circumstances, STAREHE NG-CDF 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 STAREHE NG-CDF 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 September, 2023 at 10.30 a.m.,**"

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, STAREHE NG-CDF 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 STAREHE NG-CDF at the address specified under paragraph 2.15.2 no later than **WEDNESDAY 6TH September, 2023 at 10.00 a.m.**

2.16.2 STAREHE NG-CDF 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 STAREHE NG-CDF 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 STAREHE NG-CDF 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 STAREHE NG-CDF 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 **STAREHE NG-CDF** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 STAREHE NG-CDF 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 **STAREHE NG-CDF** will open all tenders in the presence of tenderers' representatives who choose to attend, at **WEDNESDAY 6TH SEPTEMBER, 2023 at 10.30 A.M** 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 **STAREHE NG-CDF** , at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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, **STAREHE NG-CDF** 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. **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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, **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 2.23 the following evaluation methods will be applied: (a) ***Operational Plan.***

STAREHE NG-CDF 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 **STAREHE NG-CDF** 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. **STAREHE NG-CDF** 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 STAREHE NG-CDF**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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, **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 **STAREHE NG-CDF** 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 STAREHE NG-CDF 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 STAREHE NG-CDF 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 STAREHE NG-CDF action. If STAREHE NG-CDF determines that none of the tenderers is responsive; STAREHE NG-CDF 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 STAREHE NG-CDF 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, STAREHE NG-CDF 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 STAREHE NG-CDF notifies the successful tenderer that its tender has been accepted, STAREHE NG-CDF 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 STAREHE NG-CDF.

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 STAREHE NG-CDF, 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 STAREHE NG-CDF.
- 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 STAREHE NG-CDF may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

- 2.28.1 STAREHE NG-CDF 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 STAREHE NG-CDF 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 THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist STAREHE NG-CDF in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. **STAREHE NG-CDF** should specify in the appendix information and requirements specific to the circumstances of STAREHE NG-CDF , the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

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

C4.	Presentation / arrangements of documents (Serialized)	10
	GRAND TOTAL (Pass Mark 70 points)	100

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 STAREHE NG-CDF
- v. If information is found to be false, the company will be disqualified.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between STAREHE NG-CDF 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to STAREHE NG-CDF under the Contract.
- d) “STAREHE NG-CDF” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify STAREHE NG-CDF against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to STAREHE NG-CDF the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to STAREHE NG-CDF as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to STAREHE NG-CDF and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by STAREHE NG-CDF and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

3.7.1 **STAREHE NG-CDF or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. STAREHE NG-CDF shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.**

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 STAREHE NG-CDF.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, STAREHE NG-CDF may reject the **GOODS**, and the tenderer shall either replace the rejected GOODS or make alterations necessary to meet specification requirements free of cost to STAREHE NG-CDF.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in STAREHE NG-CDF request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with STAREHE NG-CDF prior written consent.

3.10 Termination for Default

STAREHE NG-CDF 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by STAREHE NG-CDF .
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of STAREHE NG-CDF has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event STAREHE NG-CDF terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to STAREHE NG-CDF for any excess costs for such similar services.

3.12 Termination of insolvency

STAREHE NG-CDF may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to STAREHE NG-CDF.

3.13 Termination for convenience

3.13.1 STAREHE NG-CDF by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for STAREHE NG-CDF convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination STAREHE NG-CDF may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

STAREHE NG-CDF and the contractor shall make every effort to resolve amicably by direct informal negotiations any 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor 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.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist STAREHE NG-CDF 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 STAREHE NG-CDF 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	National Government- Constituency Development Fund (STAREHE NG-CDF) P.O Box 31468-00600 NAIROBI Email: cdfstarehe@ngcdf.go.ke
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

PRICE SCHEDULE

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 STAREHE NG-CDF 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 STAREHE NG-CDF 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 STAREHE NG-CDF 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.

(STAREHE NG-CDF) 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

Starehe National Government Constituency Development Fund

P.O. Box 31468-00600

NAIROBI

Tender No: STAREHE STAR/NG-CDF/PS/001/2022-2023

Tender Name: **SUPPLY AND DELIVERY OF LOCKERS AND CHAIRS AT VARIOUS SCHOOLS WITHIN STAREHE CONSTITUENCY**

Gentlemen and/or

- .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 AND DELIVERY OF LOCKERS AND CHAIRS AT VARIOUS SCHOOLS WITHIN STAREHE CONSTITUENCY** 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 provide **SUPPLY OF DESKS TO SCHOOLS IN STAREHE CONSTITUENCY** 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..... 2023

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

Duly authorized to sign tender for and on behalf of

Signature of tenderer _____

(STAREHE NG-CDF)

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 “STAREHE NG-CDF”) of the one part and[name of tenderer] of[city and country of t tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS STAREHE NG-CDF invited tenders for and has accepted a tender by the tenderer for the **SUPPLY OF DESKS TO SCHOOLS IN CONSTITUENCY** 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. STAREHE NG-CDF Notification of Award.
3. In consideration of the payments to be made by STAREHE NG-CDF to the tenderer as hereinafter mentioned, the tenderer hereby covenants with STAREHE NG-CDF to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. STAREHE NG-CDF 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 STAREHE NG-CDF) 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 STAREHE NG-CDF 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 Organization 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 STAREHE NG-CDF 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] Y

Datedfor the **SUPPLY OF DESKS TO SEVERAL SCHOOLS in STAREHE CONSTITUENCY** (hereinafter called <the tender? **[Date of submission of bid]**

KNOW ALL PEOPLE by these presents that WE of.....having
[Name of bank] [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]

STAREHE NG-CDF, the Bank binds itself, its successors, and assigns by these presents. Sealed

With the Common Seal of the said Bank this day of2023.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by STAREHE NG-CDF on the Form; or

2. If the tender, having been notified of the acceptance of its tender by STAREHE NG-CDF 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 STAREHE NG-CDF 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:

[STAREHE NG-CDF]

WHEREAS.....[name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ **SUPPLY OF DESKS TO SEVERAL SCHOOLS IN STAREHE COSTITUENCY**

[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 20

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 STAREHE NG-CDF 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 STAREHE NG-CDF, 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 STAREHE NG-CDF.
- 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}

(STAREHE NG-CDF)

}

} _____

}

DEPONENT

Before me

}

}

}

}

Commissioner for Oaths

}

DESK SPECIFICATIONS

PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT(Kshs)
A	<p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and for rate and the priced Bill of Quantities which rates and prices shall cover all his obligations under the contract and all matters and the things necessary for the proper completion and maintenance works</p> <p>Definition of Terms and Abbreviations</p> <p>Terms and abbreviations used in the Bill of quantities shall be interpreted as follows;-</p> <p>“B.S” shall mean the current British Standard specification published by the British standards institutions, 2 park Street, London W.1, England.</p> <p>“Ditto” shall mean the whole of the preceding subscription except as qualified in the section in which it occurs. Where it occurs in brackets it shall mean the whole of the preceding decription</p> <p>which is contained within the appropriate brackets.</p> <p>“n.e” shall mean not exceeding “100-200” shall mean over 100 and not exceeding 200 and shall apply equally to any other combination of figures expressed in a similar fashion</p> <p>“m.s “ shall mean measurer separately “mm” shall mean linear millimeter “m1” shall mean linear metre “m2” shall mean square metre “m3” shall mean cubic metre “kgs” shall mean square hollow section “No” shall mean number</p>	
	To Collection	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs)
<p align="center">A</p>	<p align="center"><u>Temporary Roads Etc</u></p> <p>The Contractor shall allow for building any temporary roads for the transport of materials required for the complete execution of the Works including the provision of temporary culverts, crossing, bridges or any other temporary structure</p> <p>Upon the completion of the Works the Contractor shall remove such temporary roads, culverts, bridges, etc., and make good and reinstate all works and services disturbed to the satisfaction of the Engineer.</p>	
<p align="center">B</p>	<p><u>Area to be occupied by the Contractor.</u></p> <p>The area of the site, which may be occupied by the Contractor for storage and for the purpose of erecting workshops, etc., shall be defined on the site by the Engineer or shown upon the site Plan.</p>	
<p align="center">C</p>	<p><u>Protection of existing services.</u></p> <p>The Contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes, or other services passing under, over or above the Site and he shall make whatever provisions that may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Engineer and the relevant Authority shall be made good to their satisfaction at the Contractor's expense.</p>	
	<p>To Collection</p>	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
A	<p><u>Protection of Existing Property</u></p> <p>The Contractor shall take every precaution to avoid damage to any existing property on or adjacent to the site and he shall be responsible for making good all such damage at his own expense.</p>	
B	<p><u>Protection of Public and Private Roads etc</u></p> <p>Should the Contractor by his operation interfere in any way with the existing means of access to a dwelling house, shop, footpath, street (private or public), or the works or lands of the employer or other persons or bodies, he shall at his own expense provide other suitable temporary access in lieu of the access severed or interfered with and when directed shall properly fence off and protect any such existing or temporary access until work shall be done to the satisfaction of the Engineer.</p>	
C	<p><u>Security of the Works</u></p> <p>The contractor shall be entirely responsible for the security of all Works, stores, materials, plants, personnel, etc., both his and sub-contractor's and shall provide all necessary watching, lighting and other precautions as necessary to ensure the security of all the Works.</p>	
D	<p><u>Protection of the Works</u></p> <p>The Contractor shall protect the whole of the works from inclement weather and he shall be responsible for making good all such damage at his own expense.</p>	
	To Collection	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
A	<p><u>Telephone</u></p> <p>The contractor shall arrange for, provide and maintain a telephone upon the Site from the commencement to completion of the contract and shall pay all charges in connection therewith.</p>	
B	<p><u>Temporary Buildings</u></p> <p>Provide sheds for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather.</p> <p>Provide a properly ventilated lockable office, protected from the sun, for the Engineer's representative, having a minimum floor area of 14 square metres with a concrete or timber floor and glazed windows. Provide a 1,600 x 760 mm desk with artificial lighting and cleaning facilities for the duration of the Works.</p> <p>Provide sanitary facilities as necessary for the use of work people engaged on the Site, in accordance with the requirements of Nairobi City Council, and maintain the whole in a clean and sanitary condition remove when no longer required and reinstate the area as directed.</p> <p>Provide lockable sanitary accommodation for the sole use of the Engineer's representative, maintain in a clean and sanitary condition, remove when no longer required and reinstate the areas as directed</p>	
C	<p><u>Notice Boards</u></p> <p>The Contractor is to erect on possession of the Site a painted name board size 1880 x 1,100 mm in conformity with a design prepared by the Engineer.</p>	
	To Collection	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
A	<p><u>Advertisements</u></p> <p>The Contractor shall not allow, except with the consent in writing of the Engineer, bill posting or advertising of any kind upon the Works or upon any place of which the contractor has possession for the purpose of carrying out this contract, or take publish or advertise any photographs or any printed matter or use name of the Engineer in relation to the contract.</p>	
B	<p><u>Copyright</u></p> <p>The copyright of these Bills of Quantities is vested in the City Council of Nairobi and they may not be reproduced in whole or in part without the Engineer's written permission.</p>	
C	<p><u>General Scaffolding</u></p> <p>Provide and erect all necessary general scaffolding during the course of the work and maintain, adapt, dismantle and re-erect as required and remove when no longer needed.</p>	
D	<p><u>Labour, Material etc.</u></p> <p>Provide all labour, materials, plant, tools, vehicles and everything necessary for the efficient execution and completion of the works including transport for materials and workmen to and from the site.</p>	
E	<p><u>Working Hours</u></p> <p>The contractor shall submit for the approval of the Engineer a schedule of proposed working hours. No work shall be carried out on any Sunday or Public Holiday without the written permission of the Engineer.</p>	
F	<p><u>Visitors to Site</u></p> <p>The contractor is required to control all visitors to the site and to keep out unauthorized visitors and to provide a visitors' book and ensure that all authorized visitors sign therein.</p>	
To Collection		

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
A	<p><u>Contractor's Tips</u></p> <p>The contractor shall provide a tip or tips at his own expense for the disposal of all the rubbish collected when clearing the site and during the construction of the Work and also for any surplus material not required on the site. The tip sites shall be approved by the Medical Officer of Health.</p>	
B	<p><u>Clearing away and making good</u></p> <p>The Contractor shall, upon completion of the work, remove and clear away temporary buildings, work plant, rubbish, and unused materials, and shall leave the whole of the site, the works in a clean and tidy state to the satisfaction of the Engineer. He shall also remove all rubbish and dirt from the site as it accumulates or as directed by the Engineer. Particular care shall be taken in leaving windows clean and removing all paint and cement stains there from. On completion remove all broken scratched or cracked glass panes and replace with new.</p>	
C	<p><u>Allow for keeping all excavations free from general water.</u></p>	
D	<p><u>Measurement of the Works</u></p> <p>The whole of the works contained in this bill of Quantities is measured on the basis of the current standard methods of measurement of Building Works published by the Institution of Architectural Association of Kenya,.</p> <p>All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted. Lump sums to cover several items of preliminaries likewise shall be broken down if so required.</p>	
	To Collection	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
	<p>The rates set down by the contractor against each item in the Bill of Quantities shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for the extra labour, cutting and waste, be held to include for waste on materials, carriage, cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position, making good and all other labours and everything else necessary for the proper completion of each item and for establishment charges and profit</p> <p>The Contractor shall be deemed to have made allowance in his prices generally to cover items of preliminaries, expenses in connection with P.C. Sums or other items, if these have not been priced against respective items.</p> <p><u>Day works</u></p> <p>Day work ordered under clause 11(4) of the conditions of contract shall be executed at the following rates: -</p> <p>i) Labour: The prime cost of labour to which per centum shall be added.</p> <p>Materials: The prime cost of materials delivered to site which.....per centum shall be added.</p> <p>These percentage additions shall cover all insurances, use of tools and plant, sharpening tools, wear, supervision, watching lighting, establishment and overhead charges and profit.</p> <p>Day works will be allowed only where specifically ordered by the Engineer in writing. All Day work sheets must be signed by the Engineer and the contractor or their authorized representatives.</p>	
	To Collection	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
<p align="center">A</p>	<p><u>INSURANCE</u></p> <p>The contractor shall allow for insurance against, among other risks, personal injury; loss of or damage to the works materials and plant; and loss of and damage to the property as per clause 15 of the conditions of contract.</p>	
<p align="center">B</p>	<p><u>SAMPLES AND TESTING</u></p> <p>Allow for carrying out tests on the materials and construction. The contractor shall also provide every facility to enable the Engineer to obtain samples and carry out tests on the materials and construction. If these tests show that any of materials or construction does not comply with the with the requirements of these preambles, the contractor will be responsible for the cost of the tests and the replacement of defective materials and or construction.</p>	
<p align="center">C</p>	<p><u>FIXED CONTRACT</u></p> <p>This is a “fixed” price contract no contractual claim (s) will be entertained with respect to increase in local currency, building materials and labour.</p>	
<p align="center">D</p>	<p><u>SALES TAX/VALUE ADDED TAX</u></p> <p>The contractor’s attention is drawn to the sales tax and the value added tax acts ormost recent and any subsequent amendments thereafter and his tender is deemed to include for all costs arising or resulting there from.</p>	
	<p>To Collection</p>	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
<p>A</p>	<p><u>Nominated Sub-Contractors</u></p> <p>The contractor shall be responsible for giving all necessary directions to nominated sub-contractors ascertaining their requirements, co-ordinating their work and arranging for them to be on site at proper time for the ordered progress of the works. He shall place all orders with nominated sub-contractors clearly on his own behalf shall not pledge the credit of the Employer either directly or indirectly. In no case shall the contractor be deemed to be the agent of the Employer nor shall there be created any privity of contract as between the Employer and the nominated sub-contractor.</p> <p>The term “add for attendance” on nominated sub-contractors works shall be deemed to include for all requirements contained in clauses on general and special attendance in the standard method of measurement hereinbefore described except that where “special scaffolding” is required to be provided by the contractor this shall be described separately.</p>	
<p>B</p>	<p><u>Direct contract work</u></p> <p>The term “add for attendance” on direct contract work shall be deemed to include for all requirements contained in the same item for nominated sub-contract work previously described.</p>	
<p>C</p>	<p><u>Training Levy</u></p> <p>The contractor’s attention is drawn to legal notice No. 237 of October, 1971 which requires payment by the contractor of a training level of the rate of 2.5% of contract sum on all contracts of more than Kshs.50,000/= in value and his tender must include for all cost arising or resulting there from.</p>	
	<p>To Collection</p>	

DESK SPECIFICATIONS

ITEM	DESCRIPTION	AMOUNT(Kshs).
	<p><u>Collection</u></p> <p>Page No. PP/1</p> <p>Page No. PP/ 2</p> <p>Page No. PP/3</p> <p>Page No. PP/4</p> <p>Page No. PP/5</p> <p>Page No. PP/6</p> <p>Page No. PP/7</p> <p>Page No. PP/8</p> <p>Page No. PP/9</p> <p>TOTAL OF ELEMENT NO. 1</p> <p>GENERAL CONDITIONS AND PRELIMINARIES</p> <p>CARRIED TO GENERAL SUMMARY</p> <p align="center">PP/10</p>	

DESKS SPECIFICATION

Item	Description	Unit	Qty	Rate	Amount
	<u>SCHOOL LOCKERS AND CHAIRS</u>				
	CHAIRS				
A	Fabricate supply single school chair made of 25x20x3mm mild steel RHS tubes folded and welded together in to form seating area and back rest. The legs being 450mm above ground. The seats be made of 6 ply plywood seat and backrest screwed to metal frames before described	NO	150		
	LOCKERS				
	Fabricate supply single school Lockers made of 25x20x3mm mild steel RHS tubes size 400x400mm folded and welded together in to form lockers. The legs being 750mm above ground. The book lockers being made of 25mm thick cypress timber jointed to form box with openable top, hinges and locking devices, well varnished to approval and branded accordingly as instruted	\			\
		NO	150		-
	Total Carried to collection for Substructures				

LOCKERS AND CHAIRS

BILL NO	Description	FROM PAGE	Amount (Kshs)
1	<p style="text-align: center;"><u>BUILDERS WORK SUMMARY</u></p> <p>LOCKERS AND CHAIRS</p>		
	Total for Builders Work Carried to Main Summary		

DESKS AND LOCKERS

<h1>GRAND SUMMARY</h1>

ITEM	DESCRIPTION	AMOUNT (Kshs)
1	PRELIMINARIES	
2	FURNITURE	
	Sub Total	
	Add 16% VAT	
	GRAND TOTAL CARRIED TO FORM OF TENDERS	

Contractor's Name.....

Signature:

Address:

Date:.....

Witness's Name:.....

Signature:

Address:

Date:.....