



NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE

P. O. BOX 574-20117

NAIVASHA

TEL.NO. 0740 429 247

TENDER

FOR

PROVISION OF SECURITY SERVICES

TENDER NO. NTVC/TD/OP/01/2024

Published On: 22ND JULY, 2024

CLOSING DATE: FRIDAY 9TH AUGUST, 2024 AT 11.00 A.M

Bidder's Stamp: _____

TENDER DOCUMENTS FOR PROCUREMENT OF NON-CONSULTING SERVICES

1. NAME AND CONTACT ADDRESSES OF PROCURITY ENTITY

Naivasha Technical and Vocational College,
P.O Box 574-20117,
Naivasha, Kenya.
Email: procurement@ntvc.ac.ke

2. Invitation to Tender No. NTVC/TD/OP/01/2024

3. Tender Name: TENDER FOR PROVISION OF SECURITY SERVICES AT NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE, LOCATED AT LONGONOT- KAMORE SUB-LOCATION.

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PART 1- TENDERING PROCEDURES

SECTION I- INSTRUCTIONS TO TENDERERS (ITT)

General

1. Scope of Tender

- 1.1.** This tendering document is for the Provision of Security Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

Definitions

2. Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by NAIVASHA TVC) with proof of receipt;
 - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the NAIVASHA TVCs official public holidays.
- 2.1.** The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the TDS.

3. Fraud and Corruption

- 3.1.** NAIVASHA TVC requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her subcontractors are not debarred from participating in public procurement proceedings.
- 3.2.** NAIVASHA TVC requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender
- 3.3.** Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, The Procuring Entity shall indicate in the TDS and make available to all the firms together with this tender document all

Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

- 3.4. Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, service providers, suppliers, and their personnel, to permit NAIVASHA TVC to inspect all accounts, records and other documents relating submission, and contract performance (in the case of award), and to have them audited by auditors appointed by NAIVASHA TVC.

4. Eligible Tenderers

- 4.1. A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be sub-contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.
- 4.2. Public Officer(s), of NAIVASHA TVC, their Spouses, Child, Parent, Brothers or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
 - a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same legal representative as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of NAIVASHA TVC regarding this Tendering process; or
 - e) any of its affiliates participated as a consultant in the preparation of NAIVASHA TVC's Requirements(including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f) any of its affiliates has been hired (or is proposed to be hired) by NAIVASHA TVC or Procuring Entity for the Contract implementation; or
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS ITT 3. 1** that if provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of NAIVASHA TVC or of the project implementing agency, who:

- i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4. A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.
- 4.6. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criteria also apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
- 4.7. A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning . The list of debarred firms and individuals is available from the website of PPRA (www.ppra.go.ke)
- 4.8. Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a contract(s) if they can establish that they are registered as Security Service Providers (SSP)
- 4.9. A tenderer under suspension from tendering as the result of the operation of a tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.10. Foreign tenderers are required to source at least (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable NAIVASHA TVC determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III EVALUATION AND QUALIFICATION CRITERIA, ITT 13.1*”.
- 4.11. Firms and individuals may be ineligible if;
 - i. As a matter of law or official regulations, Kenya prohibits commercial relations with that country, or
 - ii. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or

contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.12. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13. A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

- 5.1. In the event that pre-qualification of Tenders has undertaken as stated in ITT **19.3**, the provisions on qualifications of the Section III, and Qualification Criteria shall not apply.

Contents of Tendering Document

6. Sections of Tendering Document

- 6.1. The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with **ITT 10**.

PART 1- Tendering Procedures

Section I - Instructions to Tenderers (ITT)
Section II -Tender Data Sheet (TDS)
Section III - Evaluation and Qualification Criteria
Section IV- Tendering Forms

PART 2: Procuring Entity's Requirements

- i) Section V- Procuring Entity's Requirements

PART 3: Contract

- ii) Section VI - General Conditions of Contract (GCC)
iii) Section VII - Special Conditions of Contract (SCC)

- 6.2. The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by NAIVASHA TVC is not part of this tendering document.

- 6.3. Unless obtained directly from NAIVASHA TVC, NAIVASHA TVC is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with **ITT 10**. In case of any contradiction, documents obtained directly from the NAIVASHA TVC shall prevail.
- 6.4. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

- 7.1.1. The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit, examine and inspect the Site of Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the services. The costs of visiting the site shall be the Tenderer's own expense.

8. Pre-Tender meeting

- 8.1. NAIVASHA TVC shall specify in the TDS if a pre-tender conference will be held, when and where. NAIVASHA TVC shall also specify in the TDS if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a prearranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2. Tenderer is requested to submit any questions in writing, to reach NAIVASHA TVC not later than the period specified in the TDS before the meeting.
- 8.3. Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with **ITT6.3**. Minutes shall not identify the source of the questions asked.
- 8.4. NAIVASHA TVC shall also promptly publish anonym zed (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by NAIVASHA TVC exclusively through the issue of an Addendum pursuant to **ITT10** and not through the minutes of the pre-Tender meeting. Non- attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

- 9.1. A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at NAIVASHA TVC address specified in the **TDS** or raise its enquiries during the pre-tender meeting if provided for in accordance with **ITT 8.4**. NAIVASHA TVC will respond in writing to any request for clarification, provided that such request is received not later than the period specified in the TDS prior to the deadline for submission of tenders.
 - 9.1.1. NAIVASHA TVC shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with **ITT 6.3**, including a description of the inquiry but without identifying its source.

9.1.2. If so specified in the TDS, NAIVASHA TVC shall also promptly publish its response at the web page identified in the TDS.

9.1.3. Should the clarification result in charges to the essential elements of the Tender Documents, the Procuring Entity shall **amend** the Tender Document following the procedure under **ITT 8.4**.

9.2. The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender. The costs of visiting the Site shall be at the Tenderer's own expense.

9.2.1. NAIVASHA TVC shall specifying the TDS if a pre-arranged site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be.

9.2.2. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.3. The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

9.4. Minutes of a pre-tender site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderer's and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall **NOT** identify the source of the questions asked.

9.5. Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer

9.6. A Tenderer requiring any clarification of the Tender Document shall contact the NAIVASHA TVC in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and there- arranged pretender visit of the site of the Service if provided for in accordance with **ITT 8.4**. NAIVASHA TVC will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS.

9.7. NAIVASHA TVC shall forward copies of its responses to all Tenderers who have acquired the

10. Amendment of Tender Documents

10.1. At any time prior to the deadline for submission of Tenders, NAIVASHA TVC may amend the Tendering document by issuing addenda.

10.2. Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the NAIVASHA TVC in accordance with **ITT 6.3**. NAIVASHA TVC shall also promptly publish the addendum on NAIVASHA TVC's web page in accordance with **ITT 8.4**.

- 10.3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, NAIVASHA TVC shall extend, as necessary, the deadline for submission of Tenders, in accordance with **ITT 24.3** below.

Preparation of Tenders

11. Cost of Tendering

- 11.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender and NAIVASHA TVC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12. Language of Tender

- 12.1. The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

- 13.1. The Tender shall comprise the following:
1. **Form of Tender** prepared in accordance with ITT 14;
 2. **Schedules**: priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
 3. **Tender Security** or **Tender-Securing Declaration** in accordance with ITT 21.1;
 4. **Alternative Tender**: if permissible in accordance with ITT 15;
 5. **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 6. **Qualifications**: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 7. **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 8. **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document;
 9. Sample Security Policy
 10. Any other document required in the **TDS**
- 13.2. The Tenderer shall furnish in the Tender information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Activity Schedule

- 14.1. The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITT 22.3**. All blank spaces shall be filled in with the information requested.

14.2. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or be paid to agents or any other party relating to this Tender.

14.3. The Tenderer shall chronologically serialize pages of all tender documents submitted.

15. Alternative Tenders

15.1. Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by NTVC.

16. Tender Prices and Discounts

16.1. The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2. The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

16.3. The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tendering accordance with **ITT 16.1.**

16.4. All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

16.5. If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of **Sub-Clause 3.7.2** of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

17. Currencies of Tender and Payment

17.1. The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS.**

18. Documents Establishing Conformity of Services

18.1. To establish the conformity of the Security Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, NAIVASHA TVC's Requirements.

- 18.2. Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, NAIVASHA TVC's Requirements.
- 18.3. Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by NAIVASHA TVC, a Service provider or group of service providers qualifies for a margin of preference.
- 18.3.1. Further the information will enable NAIVASHA TVC identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4. The purpose of the information described in ITT 6.2 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by NAIVASHA TVC as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.5. The Tenderer shall provide further documentary proof, information or authorizations that NAIVASHATVC may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under **ITT 6.3**. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6. All information provided by the Tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to NAIVASHA TVC. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to NAIVASHA TVC.
- 18.7. If a Tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if NAIVASHA TVC is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a Tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8. If information submitted by a Tenderer pursuant to these requirements, or obtained by NAIVASHA TVC (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i. If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii. if the contract has been awarded to that tenderer, the contract award will be set aside,
 - iii. The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9. If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out- of-date, or attempts to obstruct the verification process, then the consequences **ITT 18.9** will ensue unless the tenderer can show to the reasonable satisfaction of NAIVASHA TVC that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1. To establish Tenderer's eligibility in accordance with **ITT4**, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
- 19.2. The documentary evidence of the Tenderer's qualification submitted with the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3. In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.4. If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Tenders

- 20.1. Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by NAIVASHA TVC in accordance with **ITT 24.1**). A Tender valid for a shorter period shall be rejected by NTVS as non-responsive.
- 20.2. In exceptional circumstances, prior to the expiration of the Tender validity period, NAIVASHA TVC may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with **ITT 20**, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Tender Security

- 21.1. The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 21.2. A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3. If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i. cash;
 - ii. a bank guarantee;
 - iii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
- 21.4. If a Tender Security is specified pursuant to **ITT 20.1**, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by NAIVASHA TVC as non-responsive.
- 21.5. If a Tender Security is specified pursuant to **ITT 21.1**, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to **ITT 46**. NAIVASHA TVC shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7. The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i. Sign the Contract in accordance with ITT 46; or
 - ii. Furnish a performance security in accordance with ITT 47.
- 21.8. Where tender securing declaration is executed, NAIVASHA TVC shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9. A tenderer shall not issue a tender security to guarantee itself.

22. Format and Signing of Tender

- 22.1. The Tenderer shall prepare one original of the documents comprising the Tender as described in **ITT 13**, bound with the volume containing the Form of Tender, and clearly marked “Original. “In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as “Copies. “In the event of discrepancy between them, the original shall prevail.
- 22.2. Tenderers shall mark as “CONFIDENTIAL “information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1. The Tenderer shall deliver the Tender in a single sealed envelope, sealed envelope, within the single envelope the Tenderer shall place the following separate, sealed envelopes:
 1. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in **ITT 13**; and
 2. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 3. if alternative Tenders are permitted in accordance with **ITT 15**, and if relevant:
 - a. in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - b. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.
- 23.2. The inner envelopes or packages or containers shall:
 - i. Bear the name and address of the Tenderer.
 - ii. Be addressed to NAIVASHA TVC in accordance with **ITT 23.1**
 - iii. Bear the specific identification of this Tendering process specified with **TDS 1.1** and
 - iv. Bear a WARNING NOT to open before the time and date for Tender opening.

23.3. The outer envelope shall:

- i. Be addressed to NAIVASHA TVC in accordance with **ITT 22.1**;
- ii. Bear the specific identification of this Tendering process specified in accordance with TDS 1.1 and
- iii. Bear a WARNING NOT to open before the time and date for Tender opening.

23.4. If an envelope or package or container is not sealed and marked as required, NAIVASHA TVC will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

- 24.1. Tenders must be received by NAIVASHA TVC at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their tenders electronically.
- 24.2. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.
- 24.3. NAIVASHA TVC may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with **ITT 9**, in which case all rights and obligations of NAIVASHA TVC and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

- 25.1. NAIVASHA TVC shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with **ITT 24**.
- 25.2. Any Tender received by NAIVASHA TVC after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution and Modification of Tenders

- 26.1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITT 21.3**, (except that withdrawal notices do not require copies).
- 26.2. The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
 - a) Prepared and submitted in accordance with **ITT 21** and **ITT 22** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

- b) Received by NAIVASHA TVC prior to the deadline prescribed for submission of Tenders, in accordance with **ITT 23**.
- 26.3. Tenders requested to be withdrawn in accordance with **ITT 25.1** shall be returned unopened to the Tenderers.
- 26.4. No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

27. Tender Opening

- 27.1. Except as in the cases specified in **ITT 23** and **ITT 25.2**, NAIVASHA TVC shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend.
- 27.1.1. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with **ITT 23.1** shall be as specified in the TDS.
- 27.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as NAIVASHA TVC may consider appropriate.
- 27.6. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be stamped with official college stamp and initialed by representatives of NAIVASHA TVC attending Tender opening in the manner specified in the TDS.

- 27.7. NAIVASHA TVC shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with **ITT 25.1**).
- 27.8. NAIVASHA TVC shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and c) any alternative Tenders;
 - c) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - d) Number of pages of each tender document submitted.
- 27.9. The Tenderers' representatives who are to represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1. Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with **ITT 42**.
- 28.2. Any effort by a Tenderer to influence NAIVASHA TVC in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3. Notwithstanding **ITT 28.2**, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact NAIVASHA TVC on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

- 29.1. To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, NAIVASHA TVC may, at NAIVASHA TVC's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that NAIVASHA TVC may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by NAIVASHA TVC shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by NAIVASHA TVC in the evaluation of the Tenders, in accordance with **ITT 32**.
- 29.2. If a Tenderer does not provide clarifications of its Tender by the date and time set in the NAIVASHA TVC's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

- 30.1. During the evaluation of Tenders, the following definitions apply:
- a) “Deviation” is a departure from the requirements specified in the tendering document;
 - b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

31. Determination of Responsiveness

- 31.1. NAIVASHA TVC’s determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in **ITT 12**.
- 31.2. A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - b) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3. NAIVASHA TVC shall examine the technical aspects of the Tender submitted in accordance with **ITT 18** and **ITT 19**, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

32. Arithmetical Errors

- 32.1. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2. Provided that the Tender is substantially responsive, NAIVASHA TVC shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and

- c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3. Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33. Comparison of Tenders and Conversion to Single Currency

- 33.1. NAIVASHA TVC shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered Security Guard Services.
- 33.2. For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS.

34. Margin of Preference and Reservations

- 34.1. Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the TDS.
- 34.2. Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the TDS, NAIVASHA TVC shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the TDS. Otherwise, if not so stated, the invitation will be open to all tenderers.

35. Evaluation of Tenders

- 35.1. NAIVASHA TVC shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, NAIVASHA TVC shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2. In evaluating the Tenders, NAIVASHA TVC will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with **ITT 16.3**;
 - b) Price adjustment due to quantifiable non material non-conformities in accordance with **ITT 31.3**;
 - c) Converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITT33**; and

- d) Additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.
- 35.3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4. Where the Tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with **ITT 35.2**. The methodology to determine the lowest evaluated tenderer(s) will be based on each item and not a combination of items.

36. Comparison of Tenders

- 36.1. NAIVASHA TVC shall compare the evaluated costs of all substantially responsive Tenders established in accordance with **ITT 35.2** to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High Tenders Abnormally

Abnormally Low Tenders

- 37.1. An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2. In the event of identification of a potentially Abnormally Low Tender, NAIVASHA TVC shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3. After evaluation of the price analyses, in the event that NAIVASHA TVC determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, NAIVASHA TVC shall reject the Tender.

Abnormally High Tenders

- 37.4. An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that NAIVASHA TVC is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5. In case of an abnormally high price, NAIVASHA TVC shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are

contributory to the abnormally high tenders. NAIVASHA TVC may also seek written clarification from the tenderer on the reason for the high tender price. NAIVASHA TVC proceed as follows:

- i. If the tender price is abnormally high based on wrong estimated cost of the contract, NAIVASHA TVC may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii. If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, NAIVASHA TVC shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe
- 37.6. If NAIVASHA TVC determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), NAIVASHA TVC shall reject all Tenders and shall Institution or cause competent Government Agencies to Institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

- 38.1. NAIVASHA TVC shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2. The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to **ITT 18**. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 38.3. An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event NAIVASHA TVC shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 39.1. NAIVASHA TVC 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 there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

Award of Contract

40. Award Criteria

- 40.1. NAIVASHA TVC shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

41. Notice of Intention to enter in to a Contract

- 41.1. Upon award of the contract and Prior to the expiry of the Tender Validity Period NAIVASHA TVC shall issue a Notification of Intention to enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) A statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
 - d) The expiry date of the Stand still Period; and
 - e) Instructions on how to request a debriefing and/or submit a complaint during the stand still period.

42. Stand still Period

- 42.1. The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 42.2. Where a Standstill Period applies, it shall commence when NAIVASHA TVC has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

- 43.1. On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to NAIVASHA TVC for a debriefing on specific issues or concerns regarding their tender. NAIVASHA TVC shall provide the debriefing within five days of receipt of the request.
- 43.2. Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Letter of Award

- 44.1. Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in **ITT 42.1**, upon addressing a complaint that has been filed within the Standstill

Period, NAIVASHA TVC shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

45. Signing of Contract

- 45.1. Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, NAIVASHA TVC shall send the successful Tenderer the Contract Agreement.
- 45.2. Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 45.3. The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

46. Performance Security

- 46.1. Within twenty-one (21) days of the receipt of the Form of Acceptance from NAIVASHA TVC, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity.
 - 46.1.1. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless NAIVASHA TVC has agreed in writing that a correspondent financial institution is not required.
- 46.2. Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event NAIVASHA TVC may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47. Publication of Procurement Contract

- 47.1. Within fourteen (14) days after signing the contract, NAIVASHA TVC shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
 - a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

48. Adjudicator

- 48.1. NAIVASHA TVC proposes the person named in the TDS to be appointed as adjudicator or under the Contract, at an hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, NAIVASHA TVC has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

49. Procurement Related Complaint

- 49.1. The procedures for making a Procurement-related Complaint are as specified in the TDS.

SECTION II- TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

A. General	
ITT Reference	Description
ITT 1.1	<p>The reference number of the Request for Bids is</p> <p>NTVC/TD/OP/01/2024</p> <p>The Procuring Entity is: Naivasha Technical and Vocational College</p> <p>The name of the ITT is: Tender for Provision of Security Services at Naivasha Technical and Vocational College- Longonot, Kamore Sub-location.</p>
ITT 2.2	The Intended completion date is: 12 months after contract signing renewable upon satisfaction of services.
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follows: N/A
ITT 3.4	The firms that provided consulting services: N/A
ITT 4.1	Maximum number of members in the JV shall be Three
ITT 8.1	<p>a) A pre-tender conference WILL NOT be held</p> <p>b) A pre-tender visit of the site will be a MANDATORY CONDITION; and therefore Tenderers are encouraged to conduct a site visit. They will have up-to three (3) days before Tender Submission, and ensure a site visit certificate signed by an authorized member of NAIVASHA TVC.</p>
B. Contents of Tendering Documents	
ITT 8.2	<p>Request for clarification in writing to reach NAIVASHA TVC not later than 3 days before the Tender Opening Date, via email: procurement@ntvc.ac.ke or addressed to:</p> <p style="text-align: center;">The Principal Naivasha Technical & Vocational College P. O Box 574- 20117 NAIVASHA, KENYA</p> <p>Attention Supply Chain Office</p>
ITT 8.4	Minutes of Pretender meeting and Pre-tender visits shall be: N/A
ITT 9.1.2	NAIVASHA TVC shall also promptly publish responses/ addendum at their website: www.ntvc.ac.ke

C. Preparation of Tenders																											
ITT 13.1 (10)	<p>The Tenderer shall submit the following additional documents in its tender:</p> <table border="1"> <thead> <tr> <th>S/No.</th><th>Item Description</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Copy of Certificate of Incorporation or Certificate of Registration</td></tr> <tr> <td>2.</td><td>Valid copy of Current Tax Compliance Certificate</td></tr> <tr> <td>3.</td><td>Certified copy of County Government Single Business Permit</td></tr> <tr> <td>4.</td><td>Certified copy of current Certificate of Registration as a member of Kenya Security Industry Association (KSIA)</td></tr> <tr> <td>5.</td><td>Certified copy of Certificate of Security Training issued by the Private Security Regulatory Authority of persons performing Executive and/or Management function.</td></tr> <tr> <td>6.</td><td>Copy of current certificate of Confirmation of Directors and Shareholding (CR12) issued within the last 12 Months to Tender Opening Date.</td></tr> <tr> <td>7.</td><td>Certified copy of a Valid frequency license from Communication Authority of Kenya (CAK)</td></tr> <tr> <td>8.</td><td>Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>)</td></tr> <tr> <td>9.</td><td>Proof of compliance with prevailing labour laws in respect to minimum wage. (<i>Attach a valid letter from the labour office</i>)</td></tr> <tr> <td>10.</td><td>Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>)</td></tr> <tr> <td>11.</td><td>Proof of remittance of statutory NHIF contributions. (<i>Attach current compliance certificate</i>)</td></tr> <tr> <td>12.</td><td>Valid work Injury benefit policy OR Group Personal Accident Policy OR Employers liability Policy (<i>Attach a valid copy of WIBA policy document</i>)</td></tr> </tbody> </table>	S/No.	Item Description	1.	Copy of Certificate of Incorporation or Certificate of Registration	2.	Valid copy of Current Tax Compliance Certificate	3.	Certified copy of County Government Single Business Permit	4.	Certified copy of current Certificate of Registration as a member of Kenya Security Industry Association (KSIA)	5.	Certified copy of Certificate of Security Training issued by the Private Security Regulatory Authority of persons performing Executive and/or Management function.	6.	Copy of current certificate of Confirmation of Directors and Shareholding (CR12) issued within the last 12 Months to Tender Opening Date.	7.	Certified copy of a Valid frequency license from Communication Authority of Kenya (CAK)	8.	Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>)	9.	Proof of compliance with prevailing labour laws in respect to minimum wage. (<i>Attach a valid letter from the labour office</i>)	10.	Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>)	11.	Proof of remittance of statutory NHIF contributions. (<i>Attach current compliance certificate</i>)	12.	Valid work Injury benefit policy OR Group Personal Accident Policy OR Employers liability Policy (<i>Attach a valid copy of WIBA policy document</i>)
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3.	Certified copy of County Government Single Business Permit																										
4.	Certified copy of current Certificate of Registration as a member of Kenya Security Industry Association (KSIA)																										
5.	Certified copy of Certificate of Security Training issued by the Private Security Regulatory Authority of persons performing Executive and/or Management function.																										
6.	Copy of current certificate of Confirmation of Directors and Shareholding (CR12) issued within the last 12 Months to Tender Opening Date.																										
7.	Certified copy of a Valid frequency license from Communication Authority of Kenya (CAK)																										
8.	Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>)																										
9.	Proof of compliance with prevailing labour laws in respect to minimum wage. (<i>Attach a valid letter from the labour office</i>)																										
10.	Proof of remittance of statutory NSSF contributions. (<i>Attach current compliance certificate</i>)																										
11.	Proof of remittance of statutory NHIF contributions. (<i>Attach current compliance certificate</i>)																										
12.	Valid work Injury benefit policy OR Group Personal Accident Policy OR Employers liability Policy (<i>Attach a valid copy of WIBA policy document</i>)																										
ITT 13.1 (10)	Other documents required are: N/A																										
ITT 14.1	Alternative Tenders shall NOT be considered.																										
ITT 14.2	Alternative time schedules shall not be permitted, the range of acceptable completion time shall be permitted.																										
ITT 15.1	Alternative Tenders shall NOT be permitted																										
ITT 16.5	The prices quoted by the Tenderer shall NOT be subject to adjustment during the performance of the contract.																										
ITT 20.1	The Tender Validity Period Shall be 90 days																										
ITT 21.1	A Tender Security shall be required: N / A																										
ITT 22.1	In addition to the Original copy of the Tender, the number of copies shall be One (1) Original and One (1) Copy																										
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit/ execute the agreement as a binding document.																										

D. Submission and Opening of Tenders	
ITT Reference	Description
ITT 24.1	<p>For Tender submission purposes; NAIVASHA TVC's address is:</p> <p>The Principal Naivasha Technical & Vocational College P. O Box 574- 20117 NAIVASHA, KENYA</p> <p>The tender document shall be deposited in the Tender Box located at the Reception Area, Administration block.</p> <p><i>Bulky Tenderer Documents that cannot fit in the tender box shall be delivered and registered with the Secretary to the Principal.</i></p>
ITT 24.3	<p>The deadline for Tender submission is: Date: Friday 9th August, 2024</p> <p>Time: 11.00 A.M. (East African Time)</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>The Deputy Principal's Board Room Naivasha Technical & Vocational College P. O Box 574- 20117 NAIVASHA, KENYA</p> <p>Tender opening date and time will be on Friday 9th August, 2024 at 11.00 A.M. (E.A.T)</p>
ITT 27.1.1	The electronic opening procedure shall NOT be Applicable
ITT 27.6	The form of Tender and Price Schedules shall be initialed by all members of the tender Opening Committee of the NAIVASHA TVC conducting Tender Opening.

E. Evaluation and Comparison of Tenders	
ITT Reference	Description
ITT 33.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is <i>Kenyan Shilling</i>.</p> <p>The source of exchange rate shall be: <i>Central Bank of Kenya Mean Rate</i>.</p>
ITT 34.1	Margin of Preference <i>is allowed to Local Service Providers Only</i>

ITT 34.2	The invitation to tender is <i>Open to eligible Security Service Providers</i>
ITT 35.2 (d)	There shall be NO additional evaluation factors
ITT 35.4	Tenderer shall be NOT BE ALLOWED to quote separate prices as there is only one lot/ contract. The methodology to determine the lowest tenderer is specified in Section II:- Evaluation and Qualification Criteria.
F. Award Criteria	
ITT 35.1(b)	The award will be made on the basis of: Responsive and be The Lowest Evaluated Bidder in accordance with Section III, Evaluated and Qualification Criteria.(ITT.35)
ITT 46.1	Performance Security will NOT BE REQUIRED .
ITT 48.1	The Adjudicator proposed by the Procuring Entity is: The Ministry of Education (MOE) State Department of Technical and Vocational Training (TVET)
ITT 49.1	<p>The procedure for making a Procurement-related Complaint to the Public Procurement Administrative Review Board website: www.ppra.go.ke or email: complaint@ppra.go.ke</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedure, in writing (by the quickest means available, that is either by hard copy or email) to email: info@ppra.go.ke</p>

SECTION III- EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1. Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2. This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

Evaluation and Contract Award Criteria

NAIVASHA TVC shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that;

- i. meets the qualification criteria,
- ii. has been determined to be substantially responsive to the Tender Documents, and
- iii. determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

Preliminary examination for Determination of Responsiveness

S/No	Item Description	YES/NO
1.	Copy of Certificate of incorporation or certificate of Registration	
2.	Valid copy of Current Tax Compliance Certificate	
3.	Duly filled, signed and stamped Confidential Business Questionnaire	
4.	Certified copy of County Government Single Business Permit	
5.	Certified copy of current Certificate of Registration as a member of Kenya Security Industry Association (KISA)	
6.	Certified copy of certificate of Security Training issued by the private Security Regulatory Authority of persons performing Executive and/or management function.	
7.	Duly filled, Signed and Stamped Price Schedule Form	
8.	Duly filled, Signed and Stamped Form of Tender	
9.	Tender Validity Period of at least 90 days.	

10.	Duly filled, signed and stamped site visit certification form	
11.	Copy of current certificate of confirmation of Directors and Shareholding (CR12) issued within the last 12 Months to Tender Opening Date or Identification Card (ID) in case of a Sole Proprietor	
13.	Duly filled, signed and stamped Self-Declaration Form that the tenderer is NOT Debarred by Public Procurement Regulatory Authority (PPRA)	
14.	Duly filled, signed and stamped Self-Declaration Form that the tenderer WILL NOT engage in any Corrupt or Fraudulent Practice.	
15.	Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics	
16.	Certified copy of a valid frequency license from Communication Authority of Kenya (CAK)	
17.	Proof of compliance with prevailing labour laws in respect to minimum wage. (attach a valid letter from the labour office)	
18.	Original and Copies of the bid document must be sequentially paginated/ serialized, including all attachments	
19.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit/ execute the agreement as a binding document.	
20.	Submit the required number of copies of the technical proposal i.e. One(1) Original and One (1) Copy	
21.	Proof of remittance of statutory NSSF contributions. (<i>Attach current Compliance Certificate</i>)	
22.	Proof of remittance of statutory NHIF contributions. (<i>Attach current Compliance Certificate</i>)	
23.	A copy of Security Policy	
24.	Valid Work Injury Benefit Policy or Group personal Accident Policy or Employer's Liability Policy (<i>Attach a Copy of either</i>)	

NB: All copies that require certification to be certified by an Advocate and Commissioner of Oaths, High Court of Kenya.

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS.

Detailed Tender Evaluation (ITT 35)

S/No	Criteria	Requirements	Max Scores
1.	Firm's experience of at least 3 years in provision of Security Services in Kenya	One(1) point for every year's experience 3 years and above- 5 marks 2-3 years – 4marks Less than 2 years – 2 marks	5
2.	References	Number of Contracts with public entities (learning institutions) 3 Award Letters each 5 marks 2 Award letters- 10 marks 1 award letter – 5 marks	15
		Recommendation letter from 3 clients- 3 points for every letter, max nine (9) points	9
3.	Personnel	Supervisor <ul style="list-style-type: none"> Relevant experience in a public institution as a supervisor in a Security firm for 3 years – 3 marks Be a diploma or graduate holder of criminology or any relevant course (attach certificate)- 4 marks Be trained in security matter (security procedures, fire fighting and safety, first aid and customer service. (for not less than one(1) month. – 3 marks 	10
		Other Guards <ul style="list-style-type: none"> Relevant experience in a public institution as a security guard for at least 1 year- 5 marks Be at least a form four (4) leaver with minimum grade D plain (2 marks) Be trained in security matter (security procedures, fire fighting and safety, first aid and customer service. (for not less than one(1) month – 3 marks 	10
4.	Certificate of Good Conduct	Provide copies of certificate of good conduct from the National Police Service- Criminal Investigation Department for at least 5 staff members- 2 marks each	10

5.	Providing Guarding recruitment policy and training package offered.	<ul style="list-style-type: none"> Recruitment Policy- 5 marks Training Package – 5 marks 	10
6.	Provide list of owned security equipment	i.e. <ul style="list-style-type: none"> ✓ Metal detector equipment ✓ Thermometer guns ✓ Car inspection mirror ✓ Radio communication ✓ Own guard monitoring system (provide evidence of ownership) 2 points for each	10
7.	Provide Evidence of being networked to Kenya Police, First Aid Organizations, and Firefighting firms	Attach letter or certificate – 5 points	5
8.	Provide evidence of patrol vehicles	Minimum one (1) registered in own company name	10
9.	Financial Capability	Turnover for the last three(3) years – 2 points for every year of Kshs.100,000	6

NOTE: Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

SECTION IV- TENDERING FORMS

1. FORM OF TENDER

(Amended and issued pursuant to PPRA Circular No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this form of Tender on stationery with its letterhead clearly showing the tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign *CERTIFICATE OF INDEPENDENT TENDER DETERMINATION AND THE SELF DECLARATION FORMS* attached to this Form of Tender.
- iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
 - a) Tenderer's Eligibility-Confidential Business Questionnaire
 - b) Certificate of Independent Tender Determination
 - c) Self-Declaration of the Tenderer

Date of this Tender submission: **9th August , 2024**

ITT No. **24.1**

- a) No reservations: We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) Tender-Securing Declaration: We have not been suspended nor declared ineligible by **Naivasha TVC** based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) Conformity: We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: Provision of Security Services
- e) Tender Price: In accordance with the Conditions of Contract, Specifications for the Provision for Security, we offer Security services therein for the sum Kshs. _____ (*Amount in figure Kenya Shillings*)

_____ as the total price of our Tender, excluding any discounts offered in item (f) below.

f) Discounts: The discounts offered and the methodology for their application are:

1. The discounts offered are: *[Specify in detail each discount offered.]*

ii) The exact method of calculations to determine the net price after application of discounts is shown below:

g) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

i) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

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

l) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “*Certificate of*

Independent Tender Determination” attached below.

- m) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- n) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i. Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii. Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii. Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv. Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer _____ [*name of person signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the

Tenderer _____ [*name of person duly authorized to sign the Tender*]

Title of the person signing the Tender _____ [*complete title of the person signing the Tender*]

Signature of the person named above _____ [*signature of person whose name and capacity are shown above*]

Date signed _____ [*date of signing*].

TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

No.	Names of Partners	Nationality	Citizenship	% Shares Owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent) _____

Issued Kenya Shillings (Equivalent) _____

iii) Give details of Directors as follows.

No.	Names of the Director	Nationality	Citizenship	% Shares Owned
1				
2				
3				

e) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

- i. Are there any person/persons (*Name of Procuring Entity*) who has/have an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

No.	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii. Conflict of Interest Disclosure

No.	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tender is directly or indirectly controlled or is under common control with another tenderer.		
2	Tender receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly or indirectly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

No.	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract, this Tender document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/ or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of such a contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name: _____

Title or Designation: _____

Signature _____ Date: _____

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE for Provision of Security Services:_____ [Tender description and tender number] in response to the request for tender made by:

_____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
 - c) In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - Methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit, or not to submit, a tender; or
 - e) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
6. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

7. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____Title_____Date:_____

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box being
a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*insert name of the Company*)
who is a Bidder in respect of Tender No.
For..... (*insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPTOR FRAUDULENT PRACTICE

I of P.O Box

being a resident of In the Republic of..... Do hereby make a
statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director
of.....(*insert name of the Company*)
who is a Bidder in respect of Tender No. for
.....(*insert tender
title/description*) for(*insert name
of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any
corrupt or fraudulent practice and has not been requested to pay any inducement to any member
of the Board, Management, Staff and/or employees and/or agents
of.....(*insert
name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any
inducement to any member of the Board, Management, Staff and/or employees
and/or agents of.....(*name
procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with
other bidders participating in the subject tender.
5. THAT what is deponed to here in above is true to the best of my knowledge information and
belief.

.....
Signature

.....
Date

.....
Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory

Sign

Position

Office address

Telephone

E-mail

Name of the Firm/Company

Date

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign

Date

APPENDIX 1 - FRAUD AND CORRUPTION

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 2.3 A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 1. A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
 2. Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) A disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 3. The voiding of a contract by Naivasha TVC under subsection (7) does not limit any legal remedy Naivasha TVC may have;
3. An employee or agent of NAIVASHA TVC or a member of the Board or committee of NAIVASHA TVC who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by awarding officer etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - a. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- c. Defines more specifically, in accordance with the above procurement Act

provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of Naivasha TVC or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial noncompetitive levels and to deprive the procuring entity of the benefits of free and open competition.

- d. Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- e. Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
- f. Requires that a clause be included in Tender documents and Request for Proposal documents requiring Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub- contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- g. Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

-
- 1. For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include. Without limitation, (i) applying for prequalification, expressing interest in A consultancy, and rendering either directly or as a nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an amendment introducing a material modification to any existing contract.
 - 2. Inspections in this context usually are investigative (i.e. forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but not limited to; accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies of as relevant; interviewing staff and other individuals, performing physical inspections and site visits; and obtaining third-party verification of information.

TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Tender submission]

ITT No. [insert number of Tendering process]

Alternative No: [insert identification No if this is a Tender for an alternative]

1. Tenderer's Name: [insert Tenderer's legal name]
2. In case of JV, legal name of each member [insert legal name of each member in JV]
3. Tenderer's actual or intended country of registration: [insert actual or intended country of registration]
4. Tenderer's year of registration: [insert Tenderer's year of registration]
5. Tenderer's Address in country of registration..... [insert Tenderer's legal address in country of registration]

6. Tenderer's Authorized Representative Information

Name: [insert Authorized Representative's name]

Address. [insert Authorized Representative's Address]

Telephone: [insert Authorized Representative's telephone/fax numbers]

Email Address [insert Authorized Representative's email address]

7. Attached are copies of original documents of [check the box(es) of the attached original documents]

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
- ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
- i) Legal and financial autonomy
 - ii) Operation under commercial law
 - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity



A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

TENDERER'S JV MEMBERS INFORMATION FORM

The Tenderer shall fill in this Form in accordance with the instructions indicated below. The (following table shall be filled in for the Tenderer and for each member of a Joint Venture).

Date: [insert date (as day, month and year) of tender submission]

ITT No.[insert number of Tendering process]

Alternative No. [insert identification No. if this is a Tender for an alternative]

1. Tenderer's Name:(insert Tenderer's legal name)

2. Tenderer's JV Member's name (insert JV's Member legal name)

3. Tenderer's JV Member's country of registration:

4. Tenderer's JV Member's year of registration:

5. Tenderer's JV Member's legal address in country of registration:

6. Tenderer's JV Member's authorized representative information:

Name:

Address:

Telephone Number:..... (of JV's Member Authorized representative)

Email Address: (of JV's Member Authorized representative)

7.Attached are copies of original documents

- ✓ Articles of incorporation(or equivalent documents of constitution or association), and /or registration documents of the legal entity named above, in accordance with **ITT 4.4**
- ✓ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with **ITT 4.7**

8.Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER SECURITY- [Option 1- Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No.: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called "the Tender") for the execution of _____ under Request for Tenders
No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
 - b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant,
 - (i) has failed to execute the contract agreement, or
 - (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

FORM OF TENDER SECURITY (TENDER BOND)

[The Surety to fill this Tender Bond Form accordance with the instructions indicated.]

BOND NO.: _____

1. BY THIS BOND *[name of tenderer]*

as Principal (herein after called “the Principal”),

[name, legal title, and address of surety], authorized to transact business in

[name of the country of the Purchaser], as Surety (herein after called “the Surety), are

held and firmly bound unto *[name of Purchaser]* as Obligee (herein after called “the Purchaser”) in the sum of

..... *[amount of Bond in in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Principal has submitted or will submit a written Tender to the Purchaser dated , for the Supply of

[name of Contract herein after called the “Tender”]).

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension there to provide by the Principal; or
- b) Having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the purchaser’s Tendering document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal’s Letter of Tender or any extension there to provide by the Principal.

5. IN TESTIMONY WHEREOF, the principal and the Surety have caused these presents to be executed in their respective names date: _____

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Name and title)

(Name and title)

TENDER – SECURING DECLARATION FORM

[The Bidder shall complete this form in accordance with the instructions indicated]

Date:[insert dates, as day/month/ year of Tender Submission]

Tender No.....[insert number of tendering process]

To:[insert complete name
of the purchaser]

I/we, the undersigned, declare that:

1. I/we understand that, according to your conditions, bids must be separated by a Tender-Securing Declaration.
2. I/we accept that I/we automatically be suspended from being eligible for rendering in any contract with the Purchaser for the period of time of **one(1) year** starting on **1st October, 2024** if we are in breach of our obligation(s) under the bid conditions, because we:-
 - a) have withdrawn our tender during the period of tender validity specified by us the Tendering Data Sheet; or
 - b) having been notified of the acceptance of our Bid by the Purchase during the period of bid validity;
 - i. fail or refuse to execute the Contract, if required, or
 - ii. fail or refuse to furnish his Performance Security, in accordance with the instructions to tender.
3. I/we understand that this Tender-Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt or a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/we understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity/title (*director or partner or sole proprietor, etc.*)

Name:

Dully authorized to sign the bid for and on behalf of:

..... (*insert complete name of the Tenderer*)

Dated on..... (*insert date of signing*)

Seal/ stamp.

QUALIFICATION FORM

FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of work Item	Describe location of source	Cost in Kshs.	Comments, if any
A	Local Labour			
1				
2				
3				
4				
5				
B	Sub-contracts from local sources			
1				
2				
3				
4				
5				
C	Local Materials			
1				
2				
3				
4				
5				
D	Use of local Plant & Equipment			
1				
2				
3				
4				
5				
E	Add any additional items			
1				
2				
3				
4				
5				
TOTAL COST LOCAL CONTENT				
PERCENTAGE OF CONTRACT PRICE				

FORM PER-1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representatives and Key Personnel to perform the Contract. The data on their experience should be supplied using the form PER-2 below for each candidate.

Contractor's Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/weeks/months/that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment for this position:	
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Expected time schedule for this position:	
5.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Expected time schedule for this position:	

FORM PER-2

Resume and declaration – Contractor's Representative and Key Personnel.

Name of Tenderer		
Position [<i>title of position from Form PER-1</i>]		
Personnel information	Name:	Date of Birth:
	Address:	Email:
	Professional Qualifications:	
	Academic Qualifications:	
	Language proficiency: [<i>language and levels of speaking, reading and writing skills</i>]	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager/ personnel officer);
	Job title:	Years with present Procuring Entity

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[<i>main project details</i>]	[<i>role and responsibilities on the project</i>]	[<i>time in role</i>]	[<i>describe the experience relevant to this position</i>]

DECLARATION

I, the undersigned..... *[Insert either contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this **Form PER-2** correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the table below and throughout the expected time schedule for this position as provided in the Tender.

Commitment	Details
Commitment to duration of contract	Starts: 1st October, 2024 Ends 30th September, 2025
Time Commitment:	Every day, 24/7 for a period of 1 year.

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during tender evaluation,
- b) result in my disqualification from participating in the Tender,
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____

Signature: _____ Date: _____

Counter signature of authorized representative of the tenderer;

Signature: _____ Date: _____

FORM FIN-1

FINANCIAL SITUATION

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shillings Equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for (3) years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) Reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the _____ years required above; and complying with the requirements.

If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

SCHEDULE FORMS

[The Tenderer to fill in these forms in accordance with the instructions indicated. The list of line items in column 1 of the Activity Schedules should coincide with the list of Non-consulting Services specified in the Procuring Entity's Requirements.]

PART II

PROCURING ENTITY'S REQUIREMENTS

SECTION V
PROCURING ENTITY'S REQUIREMENTS

WORK SCHEDULES AND SPECIFICATIONS

NO.	DESCRIPTION	QUANTITY REQUIRED	UNIT PRICE (KSHS.)	TOTAL PRICE (KSHS.)
1	Day Guards	1 (as and when required basis)		
2	Night Guards	3		
Total Number of Guards		4	Total Cost	

NOTE:

1. The prices quoted shall include all applicable taxes.
2. The services rendered shall be on a 24hr basis during the entire contract period
3. The successful bidders shall enter into a one (1) year contract, renewable annual upon satisfactory review.
4. Monthly payments shall be made upon receipt of invoices and as agreed with a possibility of providing NAIVASHA TVC with additional guards at the same unit rate.

TERMS OF REFERENCE FOR SECURITY SERVICES

Objective

Required security guards who are highly trained, disciplined and qualified to implement and maintain existing security measures at NAIVASHA TVC while working and liaising with other agencies on the day-to-day operations and on a 24- hour basis with the sole purpose of guaranteeing the safety and security of staff, customers, buildings and equipment of NAIVASHA TVC.

Security Service Provider (Supplier) Responsibilities

1. To guard and protect NAIVASHA TVC properties from theft, arson, pilferage, trespasses, robbery, destruction and other unlawful acts by any person as well as maintain peace and order within NAIVASHA TVC.
 - i. This shall include use of CCTV where provided, patrolling premises, site buildings and motor vehicle parking lots to provide continuous surveillance.
 - ii. While patrolling, check all designated doors and windows; and if found unlocked or open notify the shift supervisor close and lock them. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Protect NAIVASHA TVC officials, employees, visitors and guests from assault, harassment, threat or intimidation and other criminal acts and implement security and safety regulations within the premises.
3. Record all vehicles visiting the premises to collect or deliver materials as required and their vehicles to ensure that no Client's property is taken from the premises without the relevant authority.
4. Record all occurrences of security interest in a daily occurrence /log book for the information of the security staff, management and other persons concerned.
5. They are to prevent the occurrence of fires, explosions and other catastrophes by close observation of buildings, Mechanical machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.
6. To indicate whether the guards have undertaken refresher training/courses to improve their security and safety skills.
7. The potential security service providers will provide a list and letters of recommendation of current and previous clients with similar contracts to permit and validate references provided.
8. The potential security service providers will demonstrate the ability to financially sustain the guard force and complete all aspects of the contract if awarded. Furthermore they will identify the financial institution utilized for its business, with a letter of affirmation from

the institution to the solvency and ability of the security service provider to fulfill the contract requirements.

This letter will provide access to an official of the financial institution, who will assure that the firm is financially solvent and responsible.

Other responsibilities would include:

- a. Ensure fire-fighting appliances e.g. fire pumps and solar lights are functional
- b. In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports sent to the Principal (NAIVASHA TVC), for final decision.
- c. The security guard that will be posted to the properties shall be medically fit.

Personnel

- ✓ The contractor should be fully responsible for all work and services performed by its security guards.
- ✓ Must conform to the highest standards of moral and ethical conduct.
- ✓ Must be Kenyan citizens, aged below 35 years.
- ✓ The guards must be form iv leavers with minimum of grade D (plain)
- ✓ Must have certificate of good conduct and letter of recommendation from the area chief.

PART III

CONDITIONS OF CONTRACT

SECTION VI

GENERAL CONDITIONS OF CONTRACT (GCC)

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. The Adjudicator is the person appointed jointly by NAIVASHA TVC and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b. "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender; "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity.
- c. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e. "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- f. "Procuring Entity" means NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE or party who employs the Service Provider
- g. "Foreign Currency" means any currency other than the currency of Kenya;
- h. "GCC" means these General Conditions of Contract;
- i. "Government" means the Government of Kenya;
- j. "Local Currency" means Kenya shilling;
- k. "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards NAIVASHA TVC under this Contract;
- l. "Party" means NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE or the Service Provider, as the case maybe, and "Parties" means both of them;

- m. "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- n. "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- o. "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- p. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity.
- q. The specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity.
- r. "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- s. "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- t. "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- u. "Project Manager" shall be the person appointed by NAIVASHA TVC to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by NAIVASHA TVC and notified to the Contractor.
- v. "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as a specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as NAIVASHA TVC may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by NAIVASHA TVC or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, interalia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute aprohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been includedin the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

2.3 Program

Before commencement of the Services, the Service Provider shall submit to NAIVASHA TVC for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.4 Starting Date

The Service Provider shall start carrying out the Services **five (5) days** after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.5 Intended Completion Date

Unless terminated earlier pursuant to *Sub-Clause 2.5*, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.7.1. In this case, the Completion Date will be the date of completion of all activities.

Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by **written agreement between the Parties**.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event;

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily

incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6.5 Termination

a. By the Procuring Entity

NAIVASHA TVC may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this **Sub-Clause 2.5.1**:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as NAIVASHA TVC may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Service Provider, in the judgment of NAIVASHA TVC has engaged in Fraud and Corruption, as defined in APPENDIX 1 to the GCC, in competing for or in executing the Contract

b. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a. If NAIVASHA TVC fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty **(60) days**. Payment up on Termination Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, NAIVASHA TVC shall make the following payments to the Service Provider:
 - i. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
 - ii. except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

Obligations of the Service Provider

General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

2.6.6 Conflict of Interests

a. Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to **Clause 4.4 of SCC** shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept or their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

b. Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

c. Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- i.* during the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- ii.* during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract.
- iii.* After the termination of this Contract, such other activities as may be **specified in the SCC**.

3. Confidentiality

- 3.1 The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within **two (2) years** after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.
- 3.2 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to NAIVASHA TVC showing that such insurance has been taken out and maintained and that the current premiums have been paid.

4. Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

5. Entering into a subcontract for the performance of any part of the Services,

- a) Changing the Program of activities; and
- b) Any other action that may be specified in the SCC.

6. Reporting Obligations

- 6.1 The Service Provider shall submit to NAIVASHA TVC the reports and documents specified in Appendix in the form, in the numbers, and within the periods set forth in the said Appendix.

6.2 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

7. Liquidated Damages

7.1.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to NAIVASHA TVC at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. NAIVASHA TVC may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

7.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, NAIVASHA TVC shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 2.2 in the SCC.

7.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, and assessed.

7.4 Performance Security

The Service Provider shall provide the Performance Security to NAIVASHA TVC no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

7.5 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

8. Obligations of the Procuring Entity

8.1 Assistance and Exemptions

NAIVASHA TVC shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in **the SCC**.

8.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

9. Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

10. Terms and Conditions of Payment

Payments terms are 30 Days. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to NAIVASHA TVC specifying the amount due.

11. Matters that may be referred to Arbitration

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Supervisor upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Supervisor is empowered by these Conditions.
- c) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless NAIVASHA TVC and the Contractor agree otherwise in writing.

12. Amicable Settlement

Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction, should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

13. Arbitration

Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 4.6 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya, with the intervention of *The Ministry of Education (MOE), State Department of Technical and Vocational Training- TVET*.

SECTION VII. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clauses	Special Conditions of Contract
<i>Obligations of the Service Provider Terms of Reference, pg. 72</i>	The Service provided under this contract shall conform to section IV of the contract or more specifically to the service description, standard specification, frequency and outcome table or any other guidelines that may be given by the NTVC. The Service provider in performance of its duties ,use the standard of equipment, tools and Staff which shall conform to samples that will have been shown to the Contractor by the NTVC. Provided that, in performance of its duties under this contract, where the service provider fails to provide any of the items specified under section V.
<i>Performance Security ITT 46</i>	NONE
<i>Commencement of Service GCC Pg.77</i>	Five (5) days prior to commencement of this contract, the contract shall upon issuing a notice to the NTVC, perform as below: <ul style="list-style-type: none"> a. Provide a program of the schedule of Activities for Approval by NTVC b. Assemble within the compound of the NTVC, all equipment, tools or materials specified in section IV c. Deliver a schedule of staff intended for deployment at the compound of the Institution and shall state accurately the Full Names, Identity Card Numbers, and Certificates of Good Conduct (<i>accompanied by a letter from the area chief</i>).
<i>Commencement Date: GCC Pg.77 Completion Date: Pg.78</i>	The contract shall be a One (1) year which shall commence on 1st October, 2024 till 30th September, 2025 .The contract is renewable annually upon Satisfactory performance.
<i>Payments: GCC Pg.78 3.7.2 (GCC)</i>	Payment for the contract price will be made to the service provider after receipt of an invoice by the Institution from the service provider and the payment shall be subject to verification of services provided during the month for which payment is sought. Payments will be processed within thirty(30) days Overpayment shall be: Not Applicable
<i>Price Adjustments:6.6</i>	Price adjustments shall not be allowed during the period of the contract.
<i>Amicable Settlement of Disputes: 12</i>	If any Dispute arises out of this Agreement, the dispute shall be referred to the representatives, who shall seek in good faith to resolve the dispute within thirty (30) days of issue being referred, escalating it within their respective companies as necessary for this purpose. In the event that no mutual agreements is reached the matter will be referred for Arbitration.
<i>Termination: 2.6.5</i>	Parties to the Contract before terminating the contract shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed .Any disputes between the parties arising out of or in connection with this agreement which cannot be settled amicably, shall be resolved exclusively by arbitration.

<i>Governing Laws :1.3</i>	<i>1.2</i> The Contract shall be governed by the Laws of Kenya and shall be in the English Language
<i>Notices : 1.4 (GCC)</i>	Any Notice or other communication which the Institution or the Service Provider is required or Authorized by the contract to serve on the other shall be sufficiently served if sent to: the Address Specified Below: a) Registered Post; The Principal NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE P.O Box 574, NAIVASHA, KENYA Or b) By E-mail: procurement@ntvc.ac.ke Cc. principal@ntvc.ac.ke Hand Delivery shall be received and recorded.
<i>Authorized Representative:1.6</i>	Authorized Representatives are: For NAIVASHA TVC:- The Principal For the Service Provider to be included during g contract preparation.

SITE VISIT CERTIFICATION FORM

I..... as the Supply Chain Management Officer and

Client Representative of Naivasha Technical & Vocational College do hereby certify that

..... (*name of tenderer's representative*) of

..... (*name of the of bidding firm and address*)

Have actually visited the site for the provision of
(*name of the proposed services for which bids are invited*)

.....
Signature	Date	Official Stamp

Declaration (by Tenderer)

I.....(*name of the tenderer*)

Do hereby declare that I have visited the site for the proposed works and that I am satisfied/not satisfied with the information gathered.

.....
Signature	Date	Official Stamp