



## National Drought Management Authority

Email: [info@ndma.go.ke](mailto:info@ndma.go.ke)  
Fax No.: 254 (20) 2227982  
Telephone: 254 (20) 2227496/2227168  
254 722200656/ 734652220  
When replying please quote:

P.O. Box 53547 - 00200  
NAIROBI  
KENYA

# Tender for Provision of Guard and Security Services

**Tender No: NDMA/11/2020 - 2021**

**Issued on: 20<sup>th</sup> April, 2021**

**National Drought Management Authority  
Standard Street, Lonrho House  
P.O. Box 53547 – 00200  
Nairobi, Kenya**

## Table of Contents

INTRODUCTION .....	4
SECTION I – INVITATION TO TENDER .....	4
SECTION II: INSTRUCTIONS TO TENDERERS.....	4
2.1 Eligible Tenderers .....	7
2.2 Cost of tendering.....	7
2.3 Contents of tender documents.....	7
2.4 Clarification of Documents .....	8
2.5 Amendment of documents .....	8
2.6 Language of tender.....	8
2.7 Documents Comprising the Tender .....	9
2.8 Form of Tender .....	9
2.9 Tender Prices.....	9
2.10 Tender Currencies .....	9
2.12 Tender Security .....	10
2.13 Validity of Tenders .....	11
2.14 Format and Signing of Tender .....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and withdrawal of tenders .....	12
2.19 Clarification of tenders.....	13
2.20 Preliminary Examination and Responsiveness .....	13
2.21 Conversion to a single currency.....	13
2.22 Evaluation and comparison of tenders. ....	14
2.23. Contacting NDMA.....	15
2.24 Award of Contract.....	15
2.25 Notification of award .....	16
2.26 Signing of Contract .....	16
2.27 Performance Security .....	17
2.28 Corrupt or Fraudulent Practices .....	17
SECTION III GENERAL CONDITIONS OF CONTRACT .....	25
3.1 Definitions.....	25
3.2 Application.....	25
3.4 Patent Right’s.....	25
3.6 Performance Security .....	26
3.7 Inspections and Tests .....	26
3.9 Prices.....	27
3.10 Assignment.....	27
3.14 Resolution of disputes.....	28
3.15 Governing Language.....	28

3.16 Force Majeure .....	29
3.17 Applicable Law .....	29
3.18 Notices .....	29
<b>SECTION V – SCHEDULE OF REQUIREMENTS .....</b>	<b>31</b>
<b>SECTION VII - STANDARD FORMS.....</b>	<b>36</b>

## INTRODUCTION

National Drought Management Authority hereinafter referred to as NDMA wishes to invite bids from dully registered firms providing private security services.

## SECTION I – INVITATION TO TENDER

### TENDER NAME: PROVISION OF GUARD AND SECURITY SERVICES



### National Drought Management Authority

Email: [info@ndma.go.ke](mailto:info@ndma.go.ke)  
Fax No.: 254 (20) 2227982  
Telephone: 254 (20) 2227496/2227168  
254 722200656/ 734652220

P.O. Box 53547 - 00200  
NAIROBI  
KENYA

1.1

When replying please quote:

## TENDER NOTICE

The National Drought Management Authority (NDMA) is a public body established by the National Drought Management Authority (NDMA) Act, 2016. The Act gives the NDMA the mandate to exercise overall coordination over all matters relating to drought risk management and to establish mechanisms, either on its own or with stakeholders, that will end drought emergencies in Kenya.

National Drought Management Authority now invites applications for tenders from interested and eligible security service providers for the following listed tender:

Tender Number	Tender Description	Tender Security	Category
NDMA/11/2020-2021	Tender for provision of security (guarding) services	KES 160,000	Open

Interested eligible firms may obtain further information from and inspect the tender document at the Supply Chain Management Department at NDMA Headquarters, Lonrho House, Standard Street, 8th Floor, P.O. Box 53547 – 00200, Nairobi, Tel. 020 – 2301354 / 0722200656 during official working hours.

Complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000 in Bankers Cheque or cash deposited in the National Drought Management Authority bank account, Kenya Commercial Bank – KICC Branch, Account Number 1136140255, and submit the deposit slip at the cash office at NDMA Headquarters located on 8th Floor, Lornho House, situated along Standard Street, Nairobi.

Prospective bidders may also download the Tender Document free of charge from the website [www.ndma.go.ke](http://www.ndma.go.ke) or from the Tenders Portal: <https://www.tenders.go.ke>. Those who download the tender document and intend to submit a bid are required to submit their particulars in the format provided in the tender document to the Supply Chain Department's Office for record via the email [supplychain@ndma.go.ke](mailto:supplychain@ndma.go.ke).

Completed and serialized/paginated tender document in plain sealed envelopes and clearly marked with the **TENDER NUMBER** and **TENDER DESCRIPTION** should be addressed to:

**Chief Executive Officer**  
**National Drought Management Authority**  
**Lonrho House, Standard Street, 8<sup>th</sup> Floor**  
**P.O. Box 53547 – 00200, NAIROBI**

and deposited in the tender box situated at the NDMA Reception, Lonrho House, Standard Street 8<sup>th</sup> Floor so as to be received on or before Wednesday 5<sup>th</sup> May, 2021 at 10:30 a.m.

Tender Documents will be opened immediately thereafter in the Boardroom on 17<sup>th</sup> Floor, Lonrho House, Standard Street, Nairobi in the presence of Tenderers or their representatives who choose to attend.

**JAMES ODUOR**  
**CHIEF EXECUTIVE OFFICER**

## SECTION II: INSTRUCTIONS TO TENDERERS

<b>TABLE OF CONTENTS</b>	<b>Page</b>
2.1 Eligible Tenderers .....	6
2.2 Cost of tendering .....	7
2.3 Contents of tender documents .....	7
2.4 Clarification of Documents .....	8
2.5 Amendment of documents .....	8
2.6 Language of tender .....	8
2.7 Documents Comprising the Tender .....	9
2.8 Form of Tender .....	9
2.9 Tender Prices .....	9
2.10 Tender Currencies .....	9
2.11 Tenderers Eligibility and Qualifications .....	9
2.12 Tender Security .....	10
2.13 Validity of Tenders .....	11
2.14 Format and Signing of Tender .....	11
2.16 Deadline for Submission of Tenders .....	11
2.17 Modification and withdrawal of tenders .....	12
2.18 Opening of Tenders .....	12
2.19 Clarification of tenders .....	13
2.20 Preliminary Examination and Responsiveness .....	13
2.21 Conversion to a single currency .....	13
2.22 Evaluation and comparison of tenders .....	14
2.23. Contacting NDMA .....	15
2.24 Award of Contract .....	15
2.25 Notification of award .....	16
2.26 Signing of Contract .....	16
2.27 Performance Security .....	17
2.28 Corrupt or Fraudulent Practices .....	17

## **2.1 Eligible Tenderers**

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

## **2.2 Cost of tendering**

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

## **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i. Instructions to Tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Schedule of Requirements
  - v. Details of service
  - vi. Form of tender
  - vii. Price schedules
  - viii. Contract form
  - ix. Confidential business questionnaire form

- x. Tender security form
- xi. Performance security form
- xii. Principal's or manufacturer's authorization form
- xiii. Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective firm making inquiries of the tender document may notify NDMA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NDMA will respond in writing to any request for clarification of the tender documents, which it receives no later than five (5) days prior to the deadline for the submission of tenders, prescribed by NDMA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents"

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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



## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Filled confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the Original contract price.
- 2.9.6 Price variation requests shall be processed by NDMA within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

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

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

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

## **2.12 Tender Security**

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

2.12.2 The tender security is required to protect NDMA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement and Oversight Authority.
- c) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NDMA as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful Tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by NDMA.

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by NDMA on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 26
  - (ii) To furnish performance security in accordance with paragraph 27.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by NDMA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NDMA as non-responsive.

2.13.2 In exceptional circumstances, NDMA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

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

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

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

2.15.1 The tenderer shall seal the original and each copy of tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall: (a) be addressed to NDMA at the address given in the invitation to tender.

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

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

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

2.16.1 Tenders must be received by NDMA at the address specified under paragraph 2.15.2 no later than **Wednesday, 21<sup>st</sup> March, 2018 at 10.30 am**

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

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

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

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

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

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

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

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

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

## **2.18 Opening of Tenders**

2.18.1 NDMA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Wednesday, 21<sup>st</sup> March at 10:30 am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 NDMA will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

2.19.2 Any effort by the tenderer to influence NDMA in NDMA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender. Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

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

2.20.5 If a tender is not substantially responsive, it will be rejected by NDMA and may not subsequently be made responsive by the tenderer through correction of the non- conformity.

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

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

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

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

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

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

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

(b) Deviation in payment schedule.

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

2.22.5 The tender processing committee shall evaluate the tender within 15 days from the date of opening the tender.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting NDMA**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, NDMA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as NDMA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event NDMA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.4 NDMA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 NDMA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderers or any obligation to inform the affected tenderer or Tenderers the grounds for NDMA's action. If NDMA determines that none of the Tenderers is responsive; NDMA shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and NDMA pursuant to clause 2.26.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, NDMA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

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

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to NDMA. The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 7 days unless there is an administrative review request.



## **2.27 Performance Security**

- 2.27.1 Within twenty eight (28) days of the receipt of notification of award from NDMA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to NDMA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NDMA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 NDMA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 NDMA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to instructions to Tenderers

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderer										
2.1	Registered private security services providers.										
2.10	Prices must be in Kenya Shillings only and must be inclusive of all taxes										
2.11	<p><b>MANDATORY ITEMS</b></p> <table border="1" data-bbox="386 751 1468 1360"> <tr> <td data-bbox="386 751 1468 821">Original copy of Tender security of Kshs.160,000.00 in form described in paragraph 2.12.3 Herein valid for 150 days from the date of opening of the tender.</td> </tr> <tr> <td data-bbox="386 827 1468 919">Tender validity period of one hundred and twenty (120) days from the tender closing date opening date</td> </tr> <tr> <td data-bbox="386 926 1468 961">1 Original &amp; 1 copy of the tender document</td> </tr> <tr> <td data-bbox="386 968 1468 1003">Copy of valid Tax compliance certificate</td> </tr> <tr> <td data-bbox="386 1010 1468 1045">Completed form of Tender</td> </tr> <tr> <td data-bbox="386 1052 1468 1121">Completed confidential business questionnaire and copies of required attachments duly attached</td> </tr> <tr> <td data-bbox="386 1127 1468 1163">Certificate of Incorporation/Registration</td> </tr> <tr> <td data-bbox="386 1169 1468 1241">Certificate of registration as a member of Private Security Providers Association i.e. KSIA or PSIA</td> </tr> <tr> <td data-bbox="386 1247 1468 1283">Copies of the immediate last Three years audited accounts (2017, 2018, 2019)</td> </tr> <tr> <td data-bbox="386 1289 1468 1360">Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. Attach a duly certified letter from the local labour office.</td> </tr> </table>	Original copy of Tender security of Kshs.160,000.00 in form described in paragraph 2.12.3 Herein valid for 150 days from the date of opening of the tender.	Tender validity period of one hundred and twenty (120) days from the tender closing date opening date	1 Original & 1 copy of the tender document	Copy of valid Tax compliance certificate	Completed form of Tender	Completed confidential business questionnaire and copies of required attachments duly attached	Certificate of Incorporation/Registration	Certificate of registration as a member of Private Security Providers Association i.e. KSIA or PSIA	Copies of the immediate last Three years audited accounts (2017, 2018, 2019)	Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. Attach a duly certified letter from the local labour office.
Original copy of Tender security of Kshs.160,000.00 in form described in paragraph 2.12.3 Herein valid for 150 days from the date of opening of the tender.											
Tender validity period of one hundred and twenty (120) days from the tender closing date opening date											
1 Original & 1 copy of the tender document											
Copy of valid Tax compliance certificate											
Completed form of Tender											
Completed confidential business questionnaire and copies of required attachments duly attached											
Certificate of Incorporation/Registration											
Certificate of registration as a member of Private Security Providers Association i.e. KSIA or PSIA											
Copies of the immediate last Three years audited accounts (2017, 2018, 2019)											
Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. Attach a duly certified letter from the local labour office.											
2.12	Bidders shall provide a tender security of Ksh. 160,000 in form of bank guarantee from a reputable bank in Kenya and shall be valid for a period of 150 days from the date of tender opening.										
2.13.1	The tender shall remain valid for a period of 120 days from the date of opening.										
2.14.1	Bidders shall provide <b>ONE (1) ORIGINAL COMBINED TECHNICAL AND FINANCIAL copy</b> of the tender document clearly marked original and a replica copy marked COPY all placed in one envelope.										
2.16	Closing date shall be <b>Wednesday, 5<sup>th</sup> May, 2021 at 10.30 am</b>										
2.24	As a post qualification requirement, the Procuring Entity's representatives shall visit the lowest evaluated premises to authenticate all technical requirements as listed in Section VI										

## **EVALUATION CRITERIA**

Preliminary Examination (Mandatory)

Technical Evaluation – 100% (pass mark is 75%)

Financial Evaluation – lowest evaluated bidder

**PRELIMINARY REQUIREMENTS (MANDATORY)**

No.	Requirements
1.	Certificate of Incorporation/Registration
2.	Original copy of Tender security of Kshs.160,000.00 in form described in paragraph 2.12.3 Herein valid for 150 days from the date of opening of the tender.
3.	1 Original and one replica copy of the tender document
4.	Copy of valid Tax compliance certificate
5.	Completed, signed and stamped form of Tender
6.	Completed confidential business questionnaire and copies of required attachments duly attached
7.	Certificate of registration as a member of Kenya Security Industry Association or Private Security Providers Association i.e. KSIA or PSIA
8.	Copies of the immediate last Three years audited accounts
9.	Proof of compliance with prevailing labour laws in respect to minimum wage. Attach a duly certified letter of compliance from the Ministry of Labour and latest pay slips of three cadres of guards.
10.	Insurance Cover for Employees (Evidence of Insurance Cover for current employees i.e., Work Injures Benefits (WIBA) Cover.
11.	Certified Copy of Current NSSF Compliance Certificate for employees and certified copy of returns for the last three Months <b>(Jan, Feb, March 2021)</b> (Returns must be signed and Stamped by the receiving NSSF Office)
12.	Copy of Current NHIF Compliance Certificate and Certified Copy of returns for the last three Months <b>(Jan, Feb, March 2021)</b> (Returns must be signed and Stamped by the receiving NHIF Office).
13.	Litigation History Declaration Form must be filled, signed and stamped even where there is non-existing cases for the last five years.
14.	Bidder must fill, sign and stamp the Integrity Declaration Forms provided in the tender document.
15.	Bidders should have their documents <b>paginated (serialized)</b> to endure compliance with section 74 (1) (i) of the Public Procurement and Asset Disposal Act, 2015. This should be in the format 1,2,3,4,5 ..... of Last Page)
16.	Provide a commitment letter that all guards to be deployed to NDMA will be vetted and the bidder undertake to provide valid Police clearance certificates for reach guard to be deployed.
17.	Provide current license for Radio / Alarm frequency from Communication Commission of Kenya (CCA).
18.	Latest CR12 Forms obtained from Registrar of Companies
19.	Consistency in payment dates by which salaries are paid to guards (Attach EFT payments stamped by the Bank for the last two months showing payments made before 5 <sup>th</sup> of every month)

**TECHNICAL EVALUATION**

Technical evaluation criteria will be as follows:

Criteria	Method Of Evaluation	Maximum Points	Percentage Score
Firm experience as shown by number of years in the Provision of Private Security Services	Two (2) points for every year of experience (evidence for active services in every year)	10	
County Presence (Area of Coverage) Priority will be given to areas where NDMA has presence i.e ASALs	One (1) point for every county where NDMA has presence up to a maximum of 10 points	10	
References	Number of contracts handled in the last three years. The reference/recommendation letters shall be addressed to the CEO, NDMA from the above listed assignments provided on the organizations letterhead and duly signed by the Clients authorized staff. The letter must clearly indicate the period when the services were offered. (Attach copy of contracts) two (2) points for each – max six (6) contracts	12	
	Number of contracts with public entities (attach copy of contract) in the last three years. One (1) points) for each max Six (6) points	06	
	Recommendation letters from three clients – Two (2) points for every letter, max Six (6) points	06	
Technical capability (documentary evidence is mandatory)	Number of operational vehicles and motor cycles;(Attach copies of log books/lease documents) <ol style="list-style-type: none"> <li><b>1. Motor vehicles</b> <ul style="list-style-type: none"> <li>• 1 to 4 (2 marks)</li> <li>• 5 and above vehicles (5) points marks</li> </ul> </li> <li><b>2. Motor Cycles</b> <ul style="list-style-type: none"> <li>• 1 to 4 (2 marks)</li> <li>• 5 and above vehicles (5) points</li> </ul> </li> </ol>	10	

Guards strength	Number of guards employed (attach copies of NSSF and NHIF contribution certificates for (Jan, Feb and March 2021) <ul style="list-style-type: none"> <li>• 1-250 (2 marks)</li> <li>• 251- 500 (3 marks)</li> </ul>	05	
Financial capability	Proof of ability to pay salaries in advance without depending on procuring entity's payment (e.g., working capital, bank statement, etc) for (6) points) – Provide proof of capability	06	
<b>Criteria</b>	<b>Method Of Evaluation</b>	<b>Maximum Points</b>	<b>Percentage Score</b>
Methodology and Work Plan (Form Provided) – Detailed Information to be provided by the bidder)	<p>Principle of work statement and details of how work shall be performed, managed and reported. This should be but not limited to assignment of manpower, supervision of staff, recruitment and frequency of the same, provision of backup staff, recruitment and replacement of personnel and format of feedback on incidents to employer</p> <p><b>Award of Scores</b></p> <p>The bidder's principle of work statement as per the following:</p> <ul style="list-style-type: none"> <li>• <b>Assignment of Manpower</b> – Details of how work will be performed, managed and reported (6 marks)</li> <li>• <b>Supervision</b> – Detailed Supervision Plan and Frequency - e.g. availability of regional supervisor or similar arrangements (6 marks)</li> <li>• <b>Recruitment and Replacement</b> – Provide proposed recruitment method and policy, replacement of guards, backup plan (5 marks)</li> <li>• <b>Operational Management</b> – reporting and providing feedback to NDMA including proposed procedures for handling incidents, maintenance of Occurrence Book (OB) and other relevant reports. This should also provide how the filled OB is to be handled and how NDMA may access its contents (6 marks)</li> <li>• <b>Equipment availability</b> – Bidders must provide an undertaking to provide back-up for both equipment (at the least hand-held scanners) and</li> </ul>	35	

	<p>vehicles – written statement. (6 marks)</p> <ul style="list-style-type: none"> <li>• <b>Risk Management</b> – A brief explanation on measures to be taken in the event that services are interrupted because of unforeseen circumstances such as strikes by employees, riots or any other activity that may arise during the Contract (6marks)</li> </ul>		
	<b>Total</b>	<b>100</b>	

## SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions .....	25
3.2	Application .....	25
3.3	Standards .....	25
3.4	Patent Right's .....	25
3.5	Performance Security .....	26
3.7	Inspections and Tests.....	26
3.8	Payment .....	27
3.9	Prices .....	27
3.10	Assignment.....	27
3.11	Termination of insolvency.....	28
3.12	Termination for convenience.....	28
3.13	Resolution of disputes .....	28
3.14	Governing Language .....	28
3.15	Force Majeure.....	29
3.16	Applicable Law. ....	29
3.17	Notices.....	29



## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between NDMA and the tenderer as recorded in the Contract Form duly signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to NDMA under the Contract.
- d) “NDMA” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Patent Right's**

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

### **3.6 Performance Security**

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

- 3.6.2 The proceeds of the performance security shall be payable to NDMA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to NDMA and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by NDMA and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

- 3.7.1 NDMA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. NDMA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NDMA.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, NDMA may reject the services, and the tenderer shall either replace the rejected

services or make alterations necessary to meet specification requirements free of cost to NDMA.

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

### 3.8 Payment

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

## 3.9 Prices

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

## 3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with NDMA's prior written consent.

## 3.11 Termination for Default

NDMA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NDMA.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of NDMA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event NA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those

undelivered, and the tenderer shall be liable to NDMA for any excess costs for such similar services.

### 3.12 Termination of insolvency

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

### 3.13 Termination for convenience

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

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

### 3.14 Resolution of disputes

NDMA and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### 3.15 Governing Language

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

### **3.16 Force Majeure**

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

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

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract Reference	Special conditions of contract
3.6	A performance security of 5% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.8	Payment shall be made monthly and within thirty (30) days from the receipt date of invoice and upon satisfactory delivery of services.
3.9	Price adjustments shall not be allowed for the entire contract period.
3.14	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17	Laws of Kenya.
3.18	National Drought Management Authority, P.O Box 53547 - 00200, NAIROBI

## SECTION V – SCHEDULE OF REQUIREMENTS

### LIST OF NDMA PREMISES AND RERQUIRED GUARDS

NO.	STATION	NO OF GUARDS	RMKS
1	GARISSA	3	2 Day (Male & Female), 1 Night
2	IJAARA	2	1 Day, 1 Night
3	WAJIR	3	2 Day (Male & Female), 1 Night
4	BARINGO	2	1 Day, 1 Night
5	TANA RIVER	2	1 Day, 1 Night
6	SAMBURU	2	1 Day, 1 Night
7	MOYALE	2	1 Day, 1 Night
8	KAJIADO	2	1 Day, 1 Night
9	WEST POKOT	2	1 Day, 1 Night
10	MBEERE	2	1 Day, 1 Night
11	KWALE	2	1 Day, 1 Night
12	LAMU	2	1 Day, 1 Night
13	TURKANA	2	1 Day, 1 Night
14	MANDERA	3	2 Day (Male & Female), 1 Night
15	KITUI	2	1 Day, 1 Night
16	MARSABIT	2	1 Day, 1 Night
17	NAORK	2	1 Day, 1 Night
18	ISIOLO	2	1 Day, 1 Night
19	HEAD OFFICE	3	2 Day Guards
	Total	42	

### N/B

**The guards required above will be deployed to guard during day and night (round the clock). Additional guards may be required as and when required at the indicated unit rate per guard.**

SECTION VI TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES

These are to be filled and signed by the supplier for all requirements and submitted alongside other requested documents. Bidders are required to indicate against each service specification “Yes / To Comply “thus indicating their confirmation to meeting the service on award in a table format. Any other response in the column will be treated as NON- RESPONSIVE

The Details of Service Specifications are as follows:

1. Safeguarding and protecting the NDMA’s personnel, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none NDMA’s property located at NDMA’s client’s premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.
2. Ensure that all the regulations of the NDMA affecting the security and Safety Of property in guarded premises are carried out. A copy of regulations shall be given o the winning contractor together with other contract documents.
3. Any interference to the perimeter protection (where applicable) of the premises to be identified and reported to NDMA management immediately.
4. Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in NDMA’s premises.
5. All visitors and customers to the NDMA’s premises to be courteously received assisted and directed.
6. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
7. The Security Firm shall be familiar with emergency response procedures e.g., Fire, Theft etc. to take immediate action necessary in the interest of safety and security.
8. Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition, ensure that the right firefighting equipment is used to extinguish fire.
9. Search and record all vehicles visiting the premises and verify gate-passes issued to visitors.



10. Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no NDMA property is taken from the premises without relevant authority or entry of suspicious equipment and materials.
11. Ensure that before NDMA's property is removed, authorization is obtained from the relevant authorities.
12. Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.
13. Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.
14. Regulate human traffic in all NDMA's offices and customers' access respective services in an orderly manner without delay.
15. Guard all NDMA's premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises, detect and deal with suspicious characters.
16. The successful bidder shall be liable for any loss suffered by NDMA caused by the contractor's employees.
17. The successful bidder shall be able to send a quick response and backup crew to the client premises at a short notice as and when emergencies occur.
18. The successful bidder shall be required to have and or to install own guards Monitoring system that is semi or fully automated to be approved by NDMA.
19. The successful bidder shall supply guards with high integrity, well-groomed and presentable in full uniforms.
20. Success full bidders shall be forwarding weekly, monthly, quarter yearly and annual security reports to the head of security covering all stations in the Region(s) where services are provided.
21. Successful bidder shall supply certificates of good conduct of security guards before deployment.
22. To perform guarding duties in conjunction and in consultation with the company police, civil protection organizations, fire brigade and other similar organizations.
23. To recognize and act promptly and positively to emergency situations within the area of deployment, to recognize and report any threats, risks or any hazard in and against company installations and Human Resources.

24. To provide operational support to employees of the company and customers in meeting their overall goals, objectives and standards in this case the contractor shall provide customer support guards and receptionist.
25. To adhere to the norms and regulations established by the company and the government in technical, administrative, economic and industrial relations.
26. To carry out security duties by ensuring maximum customer care, both internal and external.
  
28. Guards must report on duty 30 minutes before change over time. They should not leave place of duty assigned to you until otherwise relieved or on reasonable course or pursuing a suspect.
29. To handover/takeover any equipment, keys, materials or any resource in your possession or control or supplied to you by the company by virtue of your duty in the company, whenever absent or off duty due to sickness, leave or away on any other course. A hand over/ Take over book shall be kept by the contractor.

## **SECTION VII STANDARD FORMS**

### Notes on standard forms

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

## **SECTION VII - STANDARD FORMS**

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

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [Insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide  
.....  
[Description of services] in conformity with the said tender documents for the sum of.  
..... [Total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of .....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this day of \_\_\_\_\_ 20\_\_\_\_\_

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

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

**PRICE SCHEDULE OF SERVICES**

Description	Quantity	Unit price (Kshs)	Total price (Kshs)	Remarks
Security Guards	42			
Additional guards on need basis*				

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

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

**CONTRACT FORM**

This agreement made the \_\_\_day of \_\_\_\_20\_\_\_ between..... [Name of procurement entity] of ..... [Country of Procurement entity](Hereinafter called “NDMA”) of the one part and ..... [Name of tenderer] of ..... [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

WHEREAS NDMA invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ..... [Contract price in words and figures]

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by the \_\_\_\_\_(for NDMA)

Signed, sealed and delivered by \_\_\_\_\_ in the presence of the tenderer



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>	
1.1	Business Name ..... .....
1.2	Location of Business Premises. ..... .....
1.3	PlotNo..... Street/Road .....
Postal Address .....	
Tel No. ....	
Fax .....	
E-mail .....	
1.4	Nature of Business, .....
1.5	Registration Certificate No. ..... .....
1.6	Maximum Value of Business which you can handle at any one time – Kshs. .....
1.7	Name of your Bankers ..... Branch.....

**Part 2 (a) – Sole Proprietor**

2a.1 Your Name in Full  
..... Age  
.....

2a.2 Nationality ..... Country of Origin  
.....  
Citizenship Details .....

**Part 2 (b) Partnership**

2b.1 Given details of Partners as follows:

2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....

<b>Part 2 (c) – Registered Company</b>																									
2c.1	Private or Public ..... .....																								
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs..... Issued Kshs. ....																								
2c.3	Given details of all Directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;"><u>Name</u></th> <th style="text-align: left; width: 35%;"><u>Nationality</u></th> <th style="text-align: left; width: 35%;"><u>Citizenship Details</u></th> <th style="text-align: left; width: 15%;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....	5	.....	.....	.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																						
1.....	.....	.....	.....																						
2.	.....	.....	.....																						
3.	.....	.....	.....																						
4.	.....	.....	.....																						
5	.....	.....	.....																						
<b>Part 3 – Eligibility Status</b>																									
3.1	Are you related to an Employee, Committee Member or Board Member of National Drought Management Authority? Yes _____ No_____																								
3.2	If answer in ‘3.1’ is <b>YES</b> give the relationship. ..... ..... .....																								
3.3	Does an Employee, Committee Member, Board Member of National Drought Management Authority sit in the Board of Directors or Management of your																								

3.4	<p>Organization, Subsidiaries or Joint Ventures? Yes _____ No _____</p> <p>If answer in '3.3' above is <b>YES</b> give details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.5	<p>Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by National Drought Management Authority to provide consulting services for preparation</p>
3.6	<p>of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____</p> <p>If answer in '3.5' above is <b>YES</b> give details.</p>

.....

.....

.....

.....

.....

.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?  
 YES \_\_\_\_\_ No \_\_\_\_\_

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

.....

.....

.....

.....

.....

3.9 Have you offered or given anything of value to influence the procurement process?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details

.....  
.....

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

Date ..... Signature of Candidate  
.....

**TENDER SECURITY FORM  
FORM OF BANK BID SECURITY**

Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [Name of bidder]

.....

(Herein after called “the Bidder”) has submitted his bid dated .....For the

.....

Hereinafter called “the bid”

KNOW ALL MEN by these presents that we [Name of Bank]

.....of [Name of Country]

.....having our registered offices at

.....

(Hereinafter called the Bank) are bound unto the Director General, National Drought Management Authority (hereinafter called “The Employer”) in the sum of

(in words

Kshs).....

.....

(In figures

Kshs).....

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

Signed for the said Bank this .....day of .....20.....

**THE CONDITIONS** of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder refuses to accept the correction of errors in his bid; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
  - (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
  - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK  
.....

NAME OF SIGNATORY  
..... DATE.....

TITLE OF SIGNATORY .....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS ..... DATE .....

ADDRESS OF THE WITNESS .....

PERFORMANCE SECURITY FORM

To: .....

[Name of NDMA]

WHEREAS..... [Name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated \_\_\_\_\_20\_\_\_\_ to

Supply.....

[Description services](Hereinafter called "the contract")

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20\_\_\_\_\_

Signature and seal of the Guarantors

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

\_\_\_\_\_  
[Address]



---

[Date]

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general, conditions of contract to provide for advance payment,

.....

[Name and address of tenderer][Hereinafter called “the tenderer”] shall deposit with NDMA a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....

[Amount of guarantee in figures and words]

We, the .....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to NDMA on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[Amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between NDMA and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors\_\_\_\_\_

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

[Address]\_\_\_\_\_

[Date]\_\_\_\_\_

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

RE: Tender No \_\_\_\_\_

Tender Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 7 days from the date of the letter
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

\_\_\_\_\_

**CHIEF EXECUTIVE OFFICER**