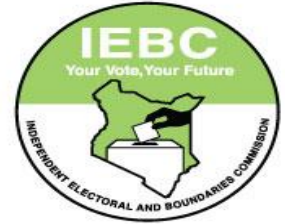


**INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION**



## **PROVISION OF SECURITY GUARDS SERVICES**

**TENDER NO: IEBC/10/2018-2019**

**CLOSING DATE: TUESDAY, 14<sup>TH</sup> MAY, 2019 AT 11.00AM  
LOCAL TIME.**

**APRIL, 2019**

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## 1.0 SECTION I - INVITATION TO TENDER

NOTICE DATE: 29<sup>TH</sup> APRIL, 2019

TENDER REF NO. IEBC/ 09/2018-2019

TENDER NAME: PROVISION OF SECURITY GUARDS SERVICES.

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from eligible candidates registered by the National Treasury under AGPO Category for the Provision of Security Guards Services Provision of Cleaning and Sanitary Services for a period of three years renewable annually subject to satisfactory performance.
- 1.2 Interested eligible tenderers may obtain further information from and inspect the tender documents at IEBC offices, Anniversary Towers, fifth floor, room 503, during normal working hours, **Monday to Friday, 8.00a.m. - 1p.m. and 2.00p.m. - 4.30p.m.**
- 1.3 The Tender document may be obtained from the Independent Electoral and Boundaries Commission's offices upon payment of Kenya Shillings One thousand (Ksh. 1,000) in Bankers cheque. Tender document may also be downloaded free of charge from website: [www.iebc.or.ke](http://www.iebc.or.ke). Bidders who download the tender document must arrange to register the details of the firm with IEBC office for the purposes of receiving any further tender clarifications and/or addendums if arise.
- 1.4 Prices quoted should be inclusive of all applicable taxes and service delivery costs, must be expressed in Kenya shillings and will remain fixed throughout the specified contract period
- 1.5 Completed set of the tender documents should be enclosed in a plain sealed envelopes, marked with respective tender reference number and Tender description shall be addressed to:

**The Commission Secretary Chief Executive Officer  
Independent Electoral and Boundaries Commission (IEBC),  
Anniversary Towers, University Way, Fifth Floor  
P O Box 45371-00100,  
Nairobi**

and be deposited in the Tender Box at the 5<sup>th</sup> Floor reception, Anniversary Towers, so as to be received on or before **Tuesday 14<sup>th</sup> May, 2019 At 11.00am Local Time. Late bids shall be rejected.** The tender will be opened immediately thereafter in the presence of the tenderer/or representatives who chose to attend the opening, at the 15<sup>th</sup> floor boardroom, Anniversary Towers, University Way, Nairobi.

**Ag. COMMISSION SECRETARY/CEO**

## **2.0 SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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 the procuring entity, 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 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.1.5. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - 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

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**

2.1.6. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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”

2.1.7. The procuring entity 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**

2.1.8. 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.

2.1.9. 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, the Procuring entity, 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 the Procuring entity, 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 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5.

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

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

2.9.6 Price variation requests shall be processed by the procuring entity 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 the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12.1 2.12 Tender Security-**APPLICABLE**, Bidders are required to provide tender security of 2 per cent of the tender price.

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

2.12.3 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

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

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

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

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 the procuring entity 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 2.26 or
  - (ii) to furnish performance security in accordance with paragraph 2.27.
- (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 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 **one document** of the tender, clearly / marking each "ORIGINAL TENDER as appropriate

2.14.2 The original 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original of the tender in an envelopes, duly marking the envelopes as "ORIGINAL"

- (a) Be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Tuesday 14<sup>th</sup> May, 2019 at 11.00am Local Time**”

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 2.15.1, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.1(a) not later than **Tuesday 14<sup>th</sup> May, 2019 At 11.00am Local Time**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity 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 the procuring entity 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 the procuring entity 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 14<sup>th</sup> May, 2019 At 11.00am Local Time** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity 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 the procuring entity 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 the procuring entity in the procuring entity'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 The Procuring entity 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 The Procuring entity 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 2.22, the Procuring entity 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. The Procuring entity'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 the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

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

2.21.1 Where other currencies are used, the procuring entity 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 The procuring entity 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 The Procuring entity'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 2.22.3 the following evaluation methods will be applied:

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

The Procuring entity 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 the procuring entity's required delivery time will be treated as non-responsive and rejected.

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

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule

and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.25 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 the Procuring entity.

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 the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity 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.

2.28.1 The procuring entity 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

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

## Appendix to Instructions to Tenderers

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is open to all Eligible security firms Tenderers registered in Kenya The services to provided is Security Guards Services The duration of the contract will be for a period of three years renewable annually subject to satisfactory performance
2.2.2	The document shall be collected from IEBC Office or be downloaded free of charge from the Independent Electoral and Boundaries Commission’s website: <a href="http://www.iebc.or.ke">www.iebc.or.ke</a> .
2.8	The Form of Tender must be duly filled and signed.
2.10	Prices shall be quoted in Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Bidders to submit Tender security equivalent to 2 percent of the tender price
2.13.1	Tender shall remain valid for a period of <b>120</b> days from the date of opening
2.14.1	Bidders shall provide 1 “ORIGINAL” tender document clearly marked with respective tender Number and tender Description and placed in one sealed envelope.
2.16	The closing date shall be <b>Tuesday 14<sup>th</sup> May, 2019 At 11.00am Local Time</b>
2.27.1	The successful bidders shall furnish IEBC with a performance security of 10% of the contract price in the form of a banker’s cheque or guarantee before signing of a contract.
2.4	Clarification may be sought not later than seven (7) days prior to the deadline for the submission of the tender.



## EVALUATION CRITERIA

### 1. PRELIMINARY REQUIREMENTS (MANDATORY)

Responsive	Requirement	Responsive or Not Responsive
MR 1	Must Submit a copy of the Certificate of incorporation/or Registration	
MR 2	Must Submit a copy of Valid Tax Compliance certificate	
MR 3	Must submit a dully filled Confidential Business Questionnaire	
MR 4	Proof of the physical location of Business - Must submit Business permit from the County	
MR 5	Must submit a dully filled form of tender	
MR 6	Must Submit paginated/serialized/numbered on all pages and attachments.	
MR 7	Submit proof of membership with Kenya Security Industry Association (KSIA), Protective Security Industry Association (PSIA) or any other security association	
MR 8	Attach CR 12 for limited companies issued by Registrar of companies or Copy of ID for Sole proprietors/ or partnerships	
MR 9	Submit proof of compliance with existing labour laws from Ministry of Labour ie NHIF and NSSF	
MR 10	Provide copies of Audited Accounts for the year 2016, 2017 and 2018.	
MR 11	Submit a valid copy of the contractual Liability Insurance Policy document	

## 2. TECHNICAL EVALUATION CRITERIA

B. Technical Evaluation			
	Evaluation Criteria/	Specifications/Requirements	Maximum Scores
1.	Staff Qualifications of Key Staff	<p>a) <b>Supervisor</b></p> <p>Provide CV's and certificates for at least two (2) supervisory staff that you intend to attach for the execution of the service if successful            Certificate of good conduct (2 Marks)            Diploma holder in security or related training (2 marks for each)</p>	8
		<p>b) <b>Operations staff</b></p> <p>Provide CV'S and Certificates of the proposed operation staff ( Guards) (2 Marks)            Certificate of good conduct (2 Marks)            At least KCPE Qualification (2 Mark)            Above KCSE (2 Marks )            Additional training such as Fire drill, First Aid, Defense mechanism, Etiquette and Discipline training (2 Mark)</p>	10
2	Past Performance	<p>Provide a list of major customers/Clients where similar assignment has been successfully undertaken or currently undertaking (2 marks for each)</p>	10
		<p>Provide LPO/or award letter/or for the organization where similar assignment has been successfully undertaken or currently undertaking (5 marks for each)</p>	20
		<p>Recommendation letters for the organization similar assignment has been successfully undertaken or currently undertaking (5 marks for each)</p>	20
3.	Key Machines and Equipment	<p>Provide a List of equipment/Machines that you intent to use in execution of the service such as moto vehicles, Motor cycles Radio alarms etc (4 marks for each)</p>	12

4.	<b>Compliance to regulatory requirements</b>	Attached letter of confirmation from relevant government departments i.e. Ministry/Directorate of Labour services, NHIF, NSSF (2 marks for each)	4
5.	<b>Work Policy</b>	Provide a copy of Company Occupational, Health and Safety Policy (2 marks)	2
		Submit Valid work injury benefits policy or group Personal accident policy or employers" liability policy.	2
6.	<b>Methodology</b>	Provide detailed methodology for carrying out investigations (2 marks)	2
7.	<b>Emergency response</b>	Provide a mechanism/indicate ability for its personnel to handle emergency (2 marks)	2
8.	<b>License</b>	Provide alarm and relevant radio communication license from CAK (3 marks for each)	6
9.	<b>Audited Accounts</b>	Provide copies of Audited Accounts for the year 2016, 2017 and 2018. (1 marks for each)	2
	<b>Total Scores</b>		<b>100</b>

Bidders who score 80% and above will be subjected to financial evaluation. Those who score below 80% will be eliminated at this stage and will not be considered further evaluation.

<b>C. FINANCIAL EVALUATION</b>	
<b>2.24.3</b>	The Bidder who shall be determined as the <b>lowest evaluated bidder</b> be considered and recommended for award.

## SECTION III GENERAL CONDITIONS OF CONTRACT

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- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
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- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
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- 3.18 Notices

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

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Patent Right's

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

### **3.5 Performance Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 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 the procuring entity'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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

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

### **3.11 Termination of insolvency**

The procuring entity 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 the procuring entity.

### **3.12 Termination for convenience**

3.12.1 The procuring entity 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 the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.13 Resolution of disputes**

The procuring entity's 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.

### **3.14 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.

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 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.



#### 4.0 SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.6	<p><b>Performance Security</b>                      The Performance security of 10% of the contract price shall be provided in any of the following forms only;-                      (a) a bank guarantee (from a local bank in Kenya );                      (b) such insurance company guarantee as may be approved by PPRA;</p>
3.8	Payment shall be made on monthly basis and upon and after receipt of original Invoice
3.9	There shall be No contract price adjustment
23.14	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per provision of the Arbitration Act of 1995 of Kenya branch and any award given shall be final.
3.17	The applicable law shall be Kenyan Law
3.18	The Ag. Commission Secretary/Chief Executive Officer Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers, University Way, Fifth Floor P O Box 45371-00100, Nairobi

## **SECTION V – SCHEDULE OF SERVICE REQUIREMENTS**

### **Notes for preparing the schedule of requirements**

#### **Scope of the Assignment**

The Commission intends to procure security services for various residential premises for Commissioners and Directors the Commission wishes to engage a security service provider on a three (3) years contract, renewable annually, subject to satisfactory performance.

#### **The Details of Service Specifications are as follows:**

1. Safeguarding and protecting the IEBC personnel, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none IEBC property located at IEBC client's premises. This shall include patrolling premises and motor vehicle parking lots. 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 IEBC affecting the security and Safety of property in guarded premises are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.
3. All visitors and customers to the IEBC premises to be courteously received assisted and directed.
4. Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.
5. The Security Firm shall be familiar with emergency response procedures e.g. Alarm systems Fire, Theft etc. to take immediate action necessary in the interest of safety and security. Emergency response minimum time is 15 minutes
6. To recognize and act promptly and positively to emergency situations within the IEBC premises, to recognize and report any threats, risks or any hazard in and against company installations and Human Resources.

7. 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.

8. Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no IEBC property is taken from the premises without relevant Commission or entry of suspicious equipment and materials.

9. Ensure that before IEBC property is removed, authorization is obtained from the relevant authorities.

10. Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned.

11. Quarterly Review of performance in consultation with the Client.

Name of Tenderer \_\_\_\_\_ Tender Number: .....

Item	Description of Service	Quantity	Delivery Time
1.	Provision of Security Guards Services	19 Day Guard	12 Hours
		19 Night Guard	12 Hours
	<b>Grant Total ( To be Transferred to the Form of Tender)</b>		

## VI PRICE SCHEDULE OF SERVICES

Name of Tenderer \_\_\_\_\_ Tender Number: .....

Item	Description of Service	Quantity	Price per Month (Ksh)	Total Net Price for 12 months inclusive of all taxes (Ksh)
1.	Provision of Security Guards Services	19 Day Guard		
		19 Night Guard		
	<b>Grant Total ( To be Transferred to the Form of Tender)</b>			

SECTION VIII - STANDARD FORMS

- 8.1 Form of Tender
- 8.2 Confidential Business Questionnaire Form
- 8.3 Tender Securing Declaration Form
- 8.4 Self-Declaration Form
- 8.5 Anti- Corruption Declaration Form
- 8.6 Contract Agreement Form
- 8.7 Performance Security Form
- 8.8 Letter of Notification of Award

**8.1 FORM OF TENDER**

Date \_\_\_\_\_

To:

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ....  
*[Insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply newspapers and magazines** 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_ 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

\_\_\_\_\_  
[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of

\_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business  
 You are advised that it is a serious offence to give false information on this form

*Part 1 – General:*

Business Name  
 .....

Location of business premises.  
 .....

Plot No...../Road  
 .....

Postal Address .....Tel No. .... Fax ..... E mail  
 .....

Nature of Business  
 .....

Registration Certificate No.  
 .....

Maximum value of business which you can handle at any one time – Kshs.  
 .....

Name of your bankers .....Branch  
 .....

	Part 2 (a) – Sole Proprietor						
	Your name in full ..... Age .....						
	Nationality ..... Country of origin .....						
	i. Citizenship details .....						
	ii.						
	Part 2 (b)						
	Partnership Given details of partners as follows:						
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 30%;">Nationality</td> <td style="width: 40%;">Citizenship Details</td> </tr> <tr> <td>Shares</td> <td></td> <td></td> </tr> </table>	Name	Nationality	Citizenship Details	Shares		
Name	Nationality	Citizenship Details					
Shares							
	1. ....						
	2. ....						
	3. ....						
	4. ....						

	<b>Part 2 (c) – Registered Company</b>																												
	Private or Public ..... State the nominal and issued capital of company- Nominal Ksh..... Issued Ksh..... Given details of all directors as follows																												
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 45%; text-align: center;">Name</th> <th style="width: 25%; text-align: center;">Nationality</th> <th style="width: 20%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5 .....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.....				.....				.....				.....				5 .....			
	Name	Nationality	Citizenship Details																										
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.....																													
5 .....																													
	Date ..... Signature of Candidate .....																												

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.



### 8.3 TENDER SECURING DECLARATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date:..... *of Bid Submission]*

Tender No.....

To: .....

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **One year** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint 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: .....*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:

..... *[Insert  
Complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete  
name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date  
of signing]*

**8.4 SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

The tenderer i.e. (name and address) \_\_\_\_\_  
\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
  
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices

regarding public procurement.

Name.....  
....

Title.....

.. Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

**8.5 ANTI-CORRUPTION DECLARATION FORM**  
*(Sections 62 of the PPDA, 2015)*

I/We/Messrs.....  
.....

of Street, Building, P O  
Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive  
Tendering process which should not be open to abuse.

I/We  
.....  
.

declare that I/We will not offer or facilitate, directly or indirectly, any  
inducement or reward to any public officer, their relations or business  
associates, in connection with

Tender/Tender No  
.....

for or in the subsequent performance of the contract if I/We am/are  
successful.

Authorized  
Signature.....

Name of  
Signatory.....

Title of Signatory  
.....

Official  
Stamp.....  
.....

## 8.6 CONTRACT AGREEMENT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and ..... [*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

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) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 the Procuring entity

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

\_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

**8.7 PERFORMANCE SECURITY FORM**

To .....  
*[name of Procuring entity]*

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 of goods]*  
(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 figure]* 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring  
Entity

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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 14 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)*

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER