

NATIONAL HOSPITAL INSURANCE FUND  
P.O.BOX 30443 - 00100  
NAIROBI



Afya Yetu. Bima Yetu

Phone: 2723255/46

E-mail Add: [tenders@nhif.or.ke](mailto:tenders@nhif.or.ke)

TENDER NO.NHIF/020/2018-2019

SUPPLY AND CONFIGURATION OF MICROSOFT LICENSES AND EMAIL  
SECURITY

CLOSING DATE: 25<sup>TH</sup> SEPTEMBER 2018 AT 10.00 A.M

SEPTEMBER, 2018

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## SECTION A

## INVITATION TO TENDER

11<sup>TH</sup> SEPTEMBER 2018

TENDER REF NO: NHIF/020/2017-2018

TENDER NAME: SUPPLY AND CONFIGURATION OF MICROSOFT LICENSES AND EMAIL SECURITY

The Fund invites sealed bids from Microsoft Registered Partners to bid for **Supply and Configuration of Microsoft Licenses and Email Security**

Tender documents are accessed and obtained from the NHIF Website [www.nhif.or.ke](http://www.nhif.or.ke) and from the National Treasury IFMIS Website <http://supplier.treasury.go.ke> free of charge. Bidders can download the tender documents and give us their details for recording and provision of any additional information in case of clarifications

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NHIF Building 7<sup>th</sup> Floor or be addressed to The Chief Executive Officer, NHIF P.O. Box 30443 NAIROBI so as to be received on or before **25<sup>th</sup> September 2018, Tuesday at 10.00 a.m.**

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NHIF Building Auditorium 2<sup>nd</sup> floor, on **Tuesday, 25<sup>th</sup> September 2018, at 10:00 a.m.**

MANAGER SUPPLY CHAIN MANAGEMENT  
FOR: CHIEF EXECUTIVE OFFICER  
NHIF  
P.O.BOX 30443-00100  
NAIROBI  
E-mail Add: [tenders@nhif.or.ke](mailto:tenders@nhif.or.ke)

FAX No: 272575

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**RE: SUPPLY AND CONFIGURATION OF MICROSOFT LICENSES AND EMAIL SECURITY**

**ISSUE OF TENDER DOCUMENT to prospective bidders**

This form is to be completed by persons expressing interest on the above tender, this page is to be completed, scanned and a copy e-mailed to [tenders@nhif.or.ke](mailto:tenders@nhif.or.ke) for recording and provision of any additional information in case of clarifications and/or addendum.

Firms that do not register their interest in this manner may not be sent the Tender addenda should any arise.

Name of Person: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

## SECTION B - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

2.2 This Invitation for **Supply and Configuration of Microsoft Licenses and Email Security** is open to eligible candidates to bid for as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements.

2.2.1 The Fund employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this tender.

2.2.2 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 Fund to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.2.3 Tenderers involved in corrupt or fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

### 2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below:

- 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 Securing Declaration form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify the Fund in writing or by post, fax or email at the Fund's address indicated in the Invitation for tenders. The Fund will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Fund. Written copies of the Funds 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 The Fund 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 Fund, 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, the Fund, 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 Fund, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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



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

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

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

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

## **2.12 Validity of Tenders**

2.12.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Fund, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Fund as non responsive.

**2.12.2** In exceptional circumstances, the Fund 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.

## **2.13 Format and Signing of Tender**

**2.13.1** 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.

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

**2.13.3** 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.

## **2.14 Sealing and Marking of Tenders**

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

**2.14.2** The inner and outer envelopes shall:

(a) be addressed to the: **CHIEF EXECUTIVE OFFICER  
NATIONAL HOSPITAL INSURANCE FUND  
P.O.BOX 30443-00100  
NAIROBI**

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (25<sup>th</sup> September 2018, Tuesday at 10.00 a.m.)

2.14.3 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”.

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

## **2.15 Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the Fund at the address specified under paragraph 2.15.2 no later than (Tuesday, 25<sup>th</sup> September 2018 at 10:00 a.m)

2.15.2 The Fund 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 the Fund and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.16 Modification and withdrawal of tenders**

2.16.1 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 Fund prior to the deadline prescribed for the submission of tenders.

2.16.2 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.

- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 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.
- 2.16.5 The Fund may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.16.6 The Fund 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.

## **2.17 Opening of Tenders**

- 2.17.1 The Fund will open all tenders in the presence of tenderers' representatives who choose to attend, on **(Tuesday, 25<sup>th</sup> September 2018 at 10:00 a.m)at 10:00 amat NHIF 2<sup>nd</sup> Floor (Auditorium)**. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Fund, at its discretion, may consider appropriate, will be announced at the opening.
- 2.17.3 The Fund 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.

## **2.18 Clarification of tenders**

- 2.18.1 To assist in the examination, evaluation and comparison of tenders the Fund 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.

**2.18.2** Any effort by the tenderer to influence the Fund in the Fund's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

**2.19 Preliminary Examination and Responsiveness**

**2.19.1** The Fund 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.

**2.19.2** 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.

**2.19.3** The Fund 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.

**2.19.4** Prior to the detailed evaluation, pursuant to paragraph 21, the Fund 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 Fund's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.20 Conversion to a single currency**

2.20.1 Where other currencies are used, the Fund 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.

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

2.21.1 The Fund will evaluate and compare the tenders which have been determined to be substantially responsive.

2.21.2 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.

2.21.3 The Fund'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 2.21.4 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;

2.21.4 Pursuant to paragraph 2.2 the following evaluation methods will be applied:

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

The Fund requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the Fund'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 Fund may consider the alternative payment schedule offered by the selected tenderer.

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

2.21.6 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.

## **2.22 Contacting the Fund**

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

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

## **2.23 Award of Contract**

### **a) Post qualification**

2.23.1 In the absence of pre-qualification, the Fund 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.

2.23.2 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 Fund deems necessary and appropriate.

2.23.3 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 Fund will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.24 Award Criteria**

2.24.1 Subject to paragraph 2.29 the Fund 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.

2.24.2 The Fund 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 Fund's action. If the Fund determines that none of the tenderers is responsive; the Fund shall notify each tenderer who submitted a tender.

2.24.3 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 Fund 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 Fund pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.



2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Fund 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 Fund notifies the successful tenderer that its tender has been accepted, the Fund 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 Fund.

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 Corrupt or Fraudulent Practices**

2.27.1 The Fund 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.

2.27.2 The Fund 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.

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

## SECTION C: GENERAL CONDITIONS OF CONTRACT

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## **SECTION C 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 Fund 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 Fund under the Contract.
- d) “The Fund” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right's**

The tenderer shall indemnify the Fund 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 Inspections and Tests**

- 3.6.1 The Fund or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Fund 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 Fund.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Fund shall 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 Fund.
- 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 Fund'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 Fund's prior written consent.

### **3.10 Termination for Default**

The Fund 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 Fund.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Fund has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Fund 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 Fund for any excess costs for such similar services.

### **3.11 Termination of insolvency**

The Fund may at any time 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 Fund.

### **3.12 Termination for convenience**

3.12.1 The Fund 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 Fund 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 Fund may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The Fund'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 its 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.

## SECTION D: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions Contract. Whenever there is a conflict, between the GCC and the SCC, the provision of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8	Payment shall be made after provision of Services.
3.13	The resolution of disputes shall be by direct informal negotiation
3.16	Only laws of Kenya shall be applicable during interpretation of the Contract

## **Technical Requirements.**

### **Directory Services and Domain Naming Services**

The successful bidder is required to design and build a new Windows Server 2016 Active Directory with integrated Domain Naming Services (DNS)

#### **Domain Name System (DNS)**

DNS provides the name resolution services required by Active Directory. The Windows DNS services must provide the following features at minimum:

- Support for IPv4 and IPv6 Addresses
- GlobalNames Zone
- Read Only Domain Controller Support (RODC)

#### **High Availability and Disaster Recovery**

The High Availability objective is that a service has dynamic failover or redundancy within the data centre should a component or element fail.

The proposed design should be highly available and resilient.

#### **Security**

##### **Active Directory Domain Services Auditing**

The Active Directory Domain Services (AD DS) will be setup with the auditing policy sub-category (Directory Service Changes) to log old and new values when changes are made to AD DS objects and their attributes.

##### **Fine-grained password policies**

The proposed solution must support fine-grained password policies to support multiple password policies in the same domain.

#### **Email Migration and Security.**

##### **Email Migration**

##### **Description**

NHIF email is hosted on squirrel mail (IMAP) which is managed by the internal team and seeks to move to Microsoft Exchange Online for 1800 users



The successful bidder is required to provide a high-level design, implementation plan and methodology.

The following objectives should be met:

A detailed technical document and solution plan, which will provide a thorough and clearly-defined plan for a seamless migration to Exchange Online including a focus on the IMAP implementation, communication and admin training requirements.

Onsite review of NHIF systems to gather and capture information about existing infrastructure

Identify potential challenges in this migration and propose solutions

- a. Recommend a solid communications and training plan for IOM admin users based on best practices.
- b. Determine required tasks for configuring network and DNS
- c. Check and verify User Identity and Account Provisioning.
- d. Planning considerations to implement directory synchronization.
- e. Exchange Online Planning
- f. Configuration of Exchange Online protection
- g. Develop migration strategy.
- h. Identify mailbox size and item counts that will be migrated to Exchange Online
- i. Determine mail-enabled applications and plan for configuration
- j. Calculate migration velocity for mailbox data.

## **Scope**

The service should include the following:

- Deployment and configuration of Exchange Online
- Perform synchronization between On-premises Active Directory and Azure Active Directory organizations.
- Perform user mailbox migration to Exchange Online.
- Configure the required DNS hostnames.

- Configure Office 365 / Exchange online additional features.
- Configuration of Exchange Online Protection.
- Account provisioning

### **Project Management**

Vendor shall include in their proposal Project Management for Planning, System Readiness and Testing, Data Migration and Validation for the entire project

### **Planning**

Vendor shall provide a Project plan including a listing of specific tasks, time lines for all phases of the project and resource management for supplier's personnel.

### **System Readiness and Testing**

- Vendor shall provide a System Readiness and Testing plan to evaluate NHIF'S current environment in preparation for migration to Exchange online by verifying system compatibility with existing infrastructure.
- Vendor will provide an assessed bandwidth usage plan for during the pre/post-implementation phase.
- Vendor will make recommendations for any Infrastructure related issues identified.

### **Data Migration**

Vendor shall provide a data migration plan including all tasks on the migration process

### **Validation**

Vendor shall provide the validation plan and protocol for formally validating optimal performance of the system to NHIF

### 1.1.1 Email Security Technical Compliance

Solution Capability Area	Description	Compliance /Non Compliance
Authentication	Ability to support SAML 2.0 (SSO and 2FA) and 2-step authentication any Admin or User access platforms	
Advanced Routing Capabilities	Ability for advanced inbound traffic splitting for customers with multiple sites and email servers, regardless if one or multiple domains are used. Ability for email generating platforms/systems to send communication through Security platform without having volume restrictions applied	
secure email Gateway	Ability to apply the same level of protection to cloud or on premise email environment or Hybrid or both. Ability to offer Multi-layered scanning for malware to protect against known and zero-day threats and offer Multi-layered scanning for malware to protect against known and zero-day threats	
secure email Gateway	Ability to support Domain-Based Message Authentication. DMARC further improves on SPF and DKIM by giving sending organizations a method to communicate the confidence of their SPF and DKIM implementations.	
Malicious Email Attachment Protection	Ability to choose pre-emptive sandboxing of attachments or instant safe file previewing with on-demand sandboxing. Ability to have on-demand sandboxing for inbound emails that removes attachments that could contain malicious code like macros in PDFs or Microsoft Office files) and replaces them instantly with safe versions	
Social Engineering & Impersonation Protection	Ability to examines the email's display name. Ability to examine domain name analysis to determine if the attacker is trying to spoof an internal sender and Ability to examine reply-to information for a reply-to mismatch to determine if the email could be an impersonation attack or if the sender is trying to hide their true sending email address	

Solution Capability Area	Description	Compliance /Non Compliance
Malicious URL Protection	Ability to rewrite all URLs in every email as the email passes through the SEG. Ability to do threat analysis on rewritten links which will scan the site to determine if the destination website is malicious before delivering the page.	
DLP and Content Control	Allow for the ability to switch corporate DNS MX records to point to the SEG service. Have the ability to identify confidential files through the use of cryptographic checksums, structured data and libraries	
Corporate Branding	Ability to apply Company Signatures, Marketing Banners and Disclaimers automatically as email is communicated outside the organization and Recipient click tracking to record interaction with email marketing messages	
SEG API	The ability to architect customized solutions that fit into existing business processes and legacy applications for example SIEM Integration.	
Office 365 Integration	Ability to offer a security layer that works with or independent of Office 365 for defence in depth	
Consolidated Email Management	Proposed solution must adhere to ISO27001 and ISO27018 compliance around Information Security Policies	
Reporting	Scheduled weekly and monthly defined reports of corporate email system usage patterns, security measurements required	

## **1.2. Supply of Software Licenses**

Price Schedule for Microsoft License Enterprise Agreement as provided in the table below:

### **Mandatory Requirements**

1. Tender Security - A bid bond from a reputable bank or an Insurance company approved by PPRA of 200,000.00 **MUST** accompany the tender document and should be valid for 30 days beyond the validity of the tender;
2. Certificate of Incorporation;
3. Must Be an Enterprise Direct Advisor - EDA (Attach evidence)
4. Microsoft certification;
5. Current NHIF Compliance Certificate;
6. Tax Compliance Certificate;
7. Company profile including Directors CV's;
8. Signed and stamped fully completed Form of Tender;
9. Copies of the Audited Accounts for the last three years i.e.2015,2016 and 2017;
10. Document must be initialized and serialized;
11. Document must be tape bound;
12. Declaration that the bidder has not been debarred from participating in Public Procurement in Kenya by PPRA; and
13. Declaration that the bidder does not have any ad litigation relating to past/existing lease contracts.

### **NOTE:**

- Failure to meet any of **Mandatory** requirements will lead to disqualification.

## 2. Evaluation Criteria

Item	Minimum Requirements	Marks
Technical proposal	Detailed technical proposal containing the approach and methodology to be used in undertaking the assignment	20
Microsoft Partnership	Must Be an Licencing Solution Provider (LSP)	10
Ability to execute the Enterprise Agreement	Proof of three Government Organizations References in Kenya that have an Enterprise Agreement contract with the bidder. ( provide contact)	10
Certifications	Office 365 Certificate (4) Email Security Technical Professional (3)	30
Microsoft partner competency	Gold partner; Cloud productivity, Collaboration and Content software and Asset Management. Volume Licencing.	10
Reference Sites with at least 2 references having 1000 users or more	Email Security (4) Microsoft Office 365 and Active Directory (4)	10
Training	Provide Training schedule for all solutions implemented.	10
	<b>TOTAL SCORE</b>	<b>100</b>

	Only bidders who score 80 marks and above in Technical Evaluation will be subjected to financial evaluation. Those who score below 80 marks will be eliminated at the Technical Evaluation Stage.	<b>80%</b>
	<b>B. FINANCIAL EVALUATION</b>	<b>20%</b>
	<b>FINANCIAL EVALUATION CRITERIA</b> Financial Evaluation will be based on the lowest evaluated tenderer	
	<b>NO CORRECTION OF ERRORS</b> Pursuant to Section 82 of Public Procurement and Asset Disposal Act, 2015. The Tender Sum as submitted and read out during the Tender Opening Shall be absolute and final and shall not be the subject of correction, adjustment of amendment in any way by the person or entity.	



## PRICE SCHEDULE

Product Description	Part Number	License Quantity	Net Unit Price	Total
WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm	KV3-00356	1000		
CISSteStdCore ALNG LicSAPk MVL 16Lic CoreLic	9GA-00308	5		
CoreCALBridge0365 ALNG SubsVL MVL Pltfrm PerUsr	AAA-12415	1000		
ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL GovOnly PerUsr	TRA-00068	1500		
O365E3 ShrdSvr ALNG SubsVL MVL GovOnly PerUsr	AAA-10841	500		
Email Security		2000		
Total Year 1				
Total Year 2				
Total Year 3				

## **STANDARD FORMS**

### **Notes on the sample Form**

1. Form of TENDER - The form must be completed by the tender and submitted with the tender Documents. It must be duly signed by the duly authorized representative of the tenderer
- 2 Confidential Business Questionnaire Form - Form must be completed by the tenderer and submitted with the tender documents.
3. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract form shall be completed after contract award and should incorporate the accepted contract price.

## FORM OF TENDER

Date\_\_\_\_\_

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

To.....

.....

[Name and address of Fund]

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 -----percent of the Contract Price for the due performance of the Contract, in the form of prescribed by .....(Fund)
4. We agree to abide by this Tender for a period of 120 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 binding 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 or nay tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

### PART 1

Business Name .....  
Location of business premises .....  
Plot No. .... Road/Street .....  
Postal Address ..... Tel. No. ....  
E-mail Address. .... Fax No ..... PIN No. ....  
NHIF Registration Code No. .... No. of Staff Registered .....  
Registration Certificate No. .... (Please attach a copy).  
Current Trade License No. .... VAT No. ....  
Nature of business .....  
Volume (maximum value) of business which you can handle at any one  
time.....  
Name of your bankers: .....  
Branch ..... (Please attach a letter from your  
banker to the effect). Account No:.....  
**Payments will be done through Electronic Funds Transfer (EFT)**  
Do you have subsidiary companies? If yes,  
Name .....  
Percentage shares: .....  
Give names of four referees, reputable organizations you have been dealing with:  
1. .... 2. ....  
3. .... 4. ....

### PART II A: Sole Proprietor

Full Name .....  
Nationality .....  
Country of Origin .....

### PART II B: Partnership

Give details of partners as follows:

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARES</u>
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....

### PART II C: Registered Company

#### Public or Private:

State the Authorized and paid up share capital of the company:

Authorized Ksh .....

Issued and fully paid

Ksh .....

**DETAILS OF DIRECTORS**

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>AGE</u>	<u>GENDER</u>	<u>SHARES</u>
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....
3	.....	.....	.....	.....	.....
4.	.....	.....	.....	.....	.....

2D. The following documents **MUST** be attached when returning this form.

- i) Copy of Certificates of Incorporation or Registration Certificate
- ii) Copies of the latest Audited Accounts (Not applicable to special group)
- iii) Details of change of Directors/Partners
- iv) Attach CR 12 where applicable
- v) Tax Compliance Certificate

Name ..... Date ..... Signature .....

Rubber Stamp..... Date .....

**Tick (✓) Where appropriate**

WOMEN	
YOUTH	
PWD	
MAINSTREAM	

**NOTE:**

1. The Fund shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the Fund's list of suppliers.
2. The Fund may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.
4. All spaces must be filled.

## TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation and  
commissioning of ..... [*name and/or description of the equipment*]  
(hereinafter called "the Tender") ..... KNOW ALL  
PEOPLE by these presents that WE ..... of ..... having  
our registered office at ..... (hereinafter called "the Bank"), are bound  
unto ..... [*name of Procuring entity*] (hereinafter called "the Procuring  
entity") in the sum of ..... for which payment well and truly to be  
made to the said Procuring entity, the Bank binds itself, its successors, and  
assigns by these presents. Sealed with the Common Seal of the said Bank  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[*signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_day of \_\_\_\_20\_\_\_\_between.....NHIF of .....[country of Fund](hereinafter called “the Fund”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

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

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

## 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]



## BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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

[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 the Procuring entity 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 institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity 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 there-under or of any of the Contract documents which may be made between the Procuring entity 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 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]

## MANUFACTURER'S AUTHORIZATION FORM

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

WHEREAS .....[ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

[signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

**Tender-Securing Declaration (Mandatory)**

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of Tendering process**]*

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

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]* starting on *[insert **date**]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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 ITT. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;
    - 1) Our receipt of your notification to us of the name of the successful Tenderer; or
    - 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing**]* Corporate Seal (where appropriate)

## 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