

COUNTY GOVERNMENT OF NAKURU



DEPARTMENT FINANCE AND ECONOMIC PLANNING

**Tender Name: DISPOSAL OF UNSERVICEABLE MOTOR VEHICLES,
EQUIPMENT AND STORES**

Tender No. NCG/FIN/T/003/2018/2019

Instruction to Tenderers

Agreement

Annexes

NOVEMBER, 2018

County Government of Nakuru
Department of Finance And Economic Planning
P.O. BOX 2870-20100
NAKURU

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SECTION I - INVITATION TO TENDER

Tender Ref No. NCG/FIN/T/003/2018/2019
Tender Name DISPOSAL OF UNSERVISABLE MOTOR VEHICLES, EQUIPMENT AND STORES

- 1.1 Nakuru County Government invites interested bidders to participate in the disposal of the following unserviceable vehicles and assorted equipment on “as where is basis”:-

CATEGORY C	DISPOSAL OF UNSERVISABLE MOTOR VEHICLES, EQUIPMENT AND STORES
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- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Nakuru county Government, Supply chain management office P.O Box 2870-20100** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates at the county website (**www.nakuru.go.ke**).
- 1.4 Tenderers will be required to pay in advance a refundable deposit of **Kshs 5,000/-** for each vehicle tendered for.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box at reception in the county Government headquarters or addressed to the County Secretary, P.O BOX 2870-20100, Nakuru. so as to be received on or before **9TH January 2019, by 10.00AM**
- 1.6 Prices quoted should be net, must be in **Kenya Shillings** and shall remain valid for **90 days** from the closing date of the tender.
- 1.7 All vehicles can be viewed during working hours between 8 .00 am to 5.00 am in the respective indicated locations.

1.8 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the County Chambers.

SIGNED For (COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE)

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 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 specifically allowed under section 131 of the Act.

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 tender to review the tender document free of charge before purchase.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Invitation to tender
 - (ii) Instructions to tenderers
 - (iii) Schedule of items and price
 - (iv) Conditions of Tender

- (v) Form of tender
- (vi) Confidential Business questionnaire Form
- (vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post 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 thirty (30) 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 that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.3 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

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

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and 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 Tender Prices and Currencies

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non responsive and will be rejected

2.6.3 The Price quoted shall be in **Kenya Shillings**.

2.7 Tender deposit

2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.

2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but **not later than Seven (7) days** after the expiration of the period of tender validity prescribed by the procuring entity.

2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.

2.7.5 The tender deposit may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.

- (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

2.8.1 Tenders shall remain valid for **60 days** or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.8.2 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9 Viewing of Tender Items

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS WHERE IS CONDITION and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and **“DO NOT OPEN BEFORE 9th January 2019.**

2.11 Deadline for Submission of Tenders

2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **10.00 AM on 9th January 2019.**

2.11.2 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 tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications And Withdrawals Of Tenders

2.12.1 Modification of tenders

2.12.1.1 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **10.00 Am on 9th January 2019** and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.3 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.13.4 The Procuring entity will prepare minutes of the tender opening.

2.14 Clarification of tenders

2.14.2 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 of the tender shall be sought, offered, or permitted.

2.14.3 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.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within **30 days** of the validity period from the date of opening the tender.

2.16 Award Criteria

2.16.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserves price.

2.17 Notification of Award

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

2.18.1 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.

2.18.2 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 tenderer's tender.

Appendix to Instructions to tenderers.

The following information for sale of boarded stores and equipment shall complement, supplement or amend the provisions of the instructions to tenderers. Whenever 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 Reference	<i>Particulars of appendix to Instructions to tenderers</i>
2.1.1 Eligibility	All Binders
2.8.1 Tender closing Date	9th January 2019
Deposit	Bids must be accompanied by a deposit of Kshs 5,000/- per vehicle in the form of Bankers Cheque addressed to County Government of Nakuru.

Note :Only bids that have been supported by the deposit for each vehicle tendered shall be evaluated.

**CATEGORY C - DISPOSAL OF UNSERVISABLE MOTOR VEHICLES,
EQUIPMENT STORES**

**Bidders are requested to fill the prices quoted for the vehicles
that they wish to bid for here:-**

S/NO	ITEM No. or Lot No.	Item Description	Physical Location	Quantity	Unit Price in Kshs.
1.	LOT 015	SUZUKI M/CYCLE KAW 265Z	Naivasha Sub -County HQs	1	
2.	LOT 016	SUZUKI M/CYCLE KAT	Naivasha Sub-County HQs	1	
3.	LOT 019	SUZUKI MARUTI GKQ 824	Naivasha Police station	1	
4.	LOT 020	ISUZU TROOPER GKR 474	MIN. Agriculture Naivasha HQs	1	
5.	LOT 021	TOYOTA HIACE GKA 760A	Min of Health Naivasha HQs	1	
6.	LOT 022	ISUZU TROOPER GKR 462	Min of Agri Bahati HQs	1	
7.	LOT 031	MAZDA 323 GKR 707	P.Cs Yard Nakuru	1	
8.	LOT 032	TOYOTA COROLLA GKL 013	P.Cs Yard Nakuru	1	
9.	LOT	MITSUBISHI PAJERO GKW 745	P.Cs Yard	1	

	033		Nakuru		
10.	LOT 034	NISSAN SAHARA GKQ 836	P.Cs Yard Nakuru	1	
11.	LOT 036	TOYOTA K-30 GK 384	P.Cs Yard Nakuru	1	
12.	LOT 037	MITSUBISHI PAJERO GKA 123F	P.Cs Yard Nakuru	1	
13.	LOT 038	TOYOTA 110 GKA 043D	P.Cs Yard Nakuru	1	
14.	LOT 040	TOYOTA COROLLA GKR 815	D.Cs Office	1	
15.	LOT 041	PEUGEOT 504 P/UP GK 823X	D.Cs Office	1	
16.	LOT 042	PEUGEOT 504 KAB 162Q	County Deport Yard - Nakuru	1	
17.	LOT 043	SUBARU LEONE KAH 018Y	County Deport Yard - Nakuru	1	
18.	LOT 045	FORD KSG 043	County Deport Yard - Nakuru	1	
19.	LOT 046	USED BUCTAINER	County Deport Yard - Nakuru	1	
20.	LOT 047	USED BUCTAINER	County Deport Yard - Nakuru	1	
21.	LOT 048	USED BUCTAINER	County Deport Yard - Nakuru	1	
22.	LOT 049	USED BUCTAINER	County Deport Yard - Nakuru	1	
23.	LOT	USED	County	1	

	050	BUCTAINER	Deport Yard - Nakuru		
24.	LOT 051	TONE ROLLER KNK 764	County Deport Yard - Nakuru	1	
25.	LOT 052	CATERPILLAR GRADER KLL 701	County Deport Yard - Nakuru	1	
26.	LOT 053	DATSUN 1600 KWQ 617	County Deport Yard - Nakuru	1	
27.	LOT 054	MERCEDES BENZ KSF 001	County Deport Yard - Nakuru	1	
28.	LOT 055	KAB 235Q GRADER	County Deport Yard - Nakuru	1	
29.	LOT 056	DATSUN 1200 KSE 577	County Deport Yard - Nakuru	1	
30.	LOT 057	PEUGEOT 504 KAB 140Q	County Deport Yard - Nakuru	1	
31.	LOT 058	BEDFORD KAV 307E	County Deport Yard - Nakuru	1	
32.	LOT 059	KWE 061 IVECO 300 PC	County Deport Yard - Nakuru	1	
33.	LOT 061	KWQ 098 DATSUN 1600	County Deport Yard - Nakuru	1	
34.	LOT 060	KLY 403 LAND ROVER	County Deport Yard - Nakuru	1	
35.	LOT 062	KLD 984 FORD TRACTOR	County Deport Yard - Nakuru	1	
36.	LOT	KWE 061 IVECO	County	1	

	063	MINMATIC	Deport Yard - Nakuru		
37.	LOT 064	KWE 056 IVECO MINMATIC	County Deport Yard - Nakuru	1	
38.	LOT 065	KWE 289 PEUGEOT 504	County Deport Yard - Nakuru	1	
39.	LOT 066	KSF 699 PEUGEOT 504	County Deport Yard - Nakuru	1	
40.	LOT 067	KWE 053 IVECO MINMATIC	County Deport Yard - Nakuru	1	
41.	LOT 068	KSE 573 DATSUN 1200	County Deport Yard - Nakuru	1	
42.	LOT 069	KLL 869 5 TON ROLLER	County Deport Yard - Nakuru	1	
43.	LOT 070	KTX 378 ISUZU DIRECT	County Deport Yard - Nakuru	1	
44.	LOT 039	Z304 3 TONE TRAILER	County Deport Yard - Nakuru	1	
45.	LOT 073	KWE 059 FIAT IVECO	County Deport Yard - Nakuru	1	
46.	LOT 074	KWE 058 FIAT IVECO	County Deport Yard - Nakuru	1	
47.	LOT 075	KWE 057 FIAT 300 PC	County Deport Yard - Nakuru	1	
48.	LOT 077	KWE 322 NISSAN SAHARA	County Deport Yard - Nakuru	1	

49.	LOT 078	KLH 402 BEDFORD TIPPER	County Deport Yard - Nakuru	1	
50.	LOT 079	KUL 383 BEDFORD	County Deport Yard - Nakuru	1	
51.	LOT 080	KWE 054 FIAT 682	County Deport Yard - Nakuru	1	
52.	LOTO 081	KAM 064 T SUZUKI MARUTI	County Deport Yard - Nakuru	1	
53.	LOT 082	KXF 369 FORD TRACTOR 3900	County Deport Yard - Nakuru	1	
54.	LOT 083	KYE 325 ISUZU TX 55	County Deport Yard - Nakuru	1	
55.	LOT 084	GKA 234K ISUZU 125 M/CYCLE	County Deport Yard - Nakuru	1	
56.	LOT 086	MTR M/CYCLE KMCF 394K	County Deport Yard - Nakuru	1	
57.	LOT 087	MTR M/CYCLE KMCF 395K	County Deport Yard - Nakuru	1	
58.	LOT 088	SUZUKI M/CYCLE GKA 233K	County Deport Yard - Nakuru	1	
59.	LOT 011	Suzuki Maruti KAW 264	County Deport Yard - Nakuru	1	
60.	LOT 100	NISSAN P/UP KAG 062V	County Deport Yard - Nakuru	1	
61.	LOT 101	TOYOTA L.CRUISER GK 811	D.Cs Yard - Nakuru	1	

62.	LOT 099	NISSAN P/UP KAG 061V	County Deport Yard - Nakuru	1	
63.	LOT 001	PEUGEOT 504 GK 652	Molo Sub- County	1	
64.	LOT 005	FIAT LORRY 682 GKD 860	Min of Agric. Nakuru	1	
65.	LOT 009	FORKLIFT MACHINE	Min of Agric. Nakuru	1	
66.	LOT 101	FAUN FRISCH GKA 521	Min of Agric. Nakuru	1	
67.	LOT 093	Toyota Hilux D/up GKA 316D	D.Cs Yard - Nakuru	1	

COMMITMENT FORM

I/We _____ have viewed the motor vehicles for disposal and wish to buy the identified motor vehicles at the price indicated beside each motor vehicle. I have also enclosed here with a deposit of _____ for each motor vehicle.

Bankers Cheque No. _____

Name of the Bank _____

Date of the bankers' Cheque _____

Name of the applicant _____

Telephone /mobile no _____

Address _____

Signature _____

Date _____

Rubber Stamp

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 4.3 Tenderers who will be awarded contracts will be required to pay for the items after **14 days** and not later than **21 days** failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits **fourteen (14) days** after notification of the communication of the contract awards.
- 4.5 Tenderers will be required to collect the items they have paid for within **fourteen (14) days** after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.
- 4.6 The procuring entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

5.2 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 applies to your type of business.

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

<p>Part 1 – General</p> <p>Business Name</p> <p>Location of business Premises</p> <p>Plot No. Street/Road</p> <p>Postal Address Tel No.</p> <p>Nature of business</p> <p>Current Trade Licence No. Expiring date</p> <p>Maximum value of business which you can handle at any one time Kshs</p> <p>Name of your bankers Branch</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your Name in full Age</p> <p>Nationality Country of origin</p> <p>* Citizenship details</p>
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	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
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1.																						
2.																						
3.																						
4.																						

	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
5.																											

Date	Seal/Signature of Candidate
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5.4. 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