



REPUBLIC OF KENYA

Public Service Superannuation Fund

TENDER FOR LOGO DESIGN COMPETITION FOR THE PUBLIC SERVICE

SUPERANNUATION FUND

PSSF/T/DC/006/2023-2024



REPUBLIC OF KENYA

Public Service Superannuation Fund

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TENDER CLOSING/OPENING DATE:FRIDAY 17TH NOVEMBER 2023 AT 11.00AM

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SECTION I: INVITATION TO TENDER

TENDER FOR LOGO DESIGN COMPETITION FOR THE PUBLIC SERVICE SUPERANNUATION FUND

The Public Service Superannuation Fund is established under the Public Service Superannuation Scheme Act, No. 8 of 2012 to provide retirement benefits to Civil Servants, Teachers employed by the Teachers Service Commission and Disciplined Services Personnel (Kenya Police Service, Kenya Prisons Service and National Youth Service).

The Public Service Superannuation Fund (PSSF) became operational with effect from 1st January, 2021 as appointed by the Cabinet Secretary (CS) for the National Treasury and Economic Planning through Legal Notice No. 156 published in the Kenya Gazette Supplement No. 146 of 12th August, 2020. The Cabinet Secretary equally appointed Members of the Board of Trustees, with a mandate to manage and operate the Fund, through Gazette Notice No. 5454 of 7th August, 2020 as provided under Section 10 of the Act.



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The object and purpose of the Scheme is to—

- i. Pay retirement benefits to members of the Scheme.
- ii. Ensure that every member of the Scheme receives his retirement benefits as and when they become due.
- iii. Assist to improve the social security of members of the Scheme by ensuring that the members save in order to cater for their livelihood during their retirement.
- iv. Establish a uniform set of rules, regulations and standards for the administration and payment of retirement benefits for members of the Scheme.

The Public Service Superannuation Fund invites tenders from eligible tenderers for Logo Design Competition.

The Fund requires the contribution of creative Kenyan artists and designers to assist in coming up with a distinct logo proposal and hereby invites interested individuals, groups and institutions to participate in the competition to design an innovative Corporate

Logo and also suggest possible colors for the Fund brand that captures its mandate, strategic focus and direction in quality service delivery.

Reward for the Winning logo

The selected winning logos will be awarded in order of merit as follows:

1. First position – Kshs. 200,000.00
2. Second position – Kshs. 150,000.00
3. Third position – Kshs. 100,000.00

The copyright and/or trademark and other intellectual property of all tenders shall vest in the Fund. A complete set of tender documents may be downloaded by interested candidates free of charge at the Fund's website www.psss.go.ke and www.tenders.go.ke

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to: -

**The Chief Executive Officer,
The Public Service Superannuation Fund,
Bima House,6th Floor,
P. O. Box 3561 – 00200,
Nairobi, Kenya.
Email: Info@psss.go.ke
Website: <http://www.psss.go.ke>**



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And be deposited in the tender box located on the **Bima House,6th Floor**, so as to be received on or before **FRIDAY 17TH NOVEMBER 2023 AT 11.00AM**

Tenders will be opened immediately in the presence of bidders or their representatives who choose to attend in the boardroom at Bima House 6th Floor Harambee Avenue..

***CHIEF EXECUTIVE OFFICER
THE PUBLIC SERVICE SUPERANNUATION FUND***

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 Public Service Superannuation Fund employees, committee members, board members, their relatives (spouse and children) and any designers working for the government are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Public Service Superannuation Fund 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.



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2.2 Cost of tendering

- 2.2.1 The Tenderers shall bear all costs associated with the preparation and submission of its tender, and PSSF, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 2.2.2 The Tender document shall be free of charge.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below and the addenda issued in accordance with clause 6 of these instructions to tenderers.

- i. Instructions to tenderers
- ii. General Conditions of Contract
- iii. Special Conditions of Contract
- iv. Schedule of Requirements
- v. Transfer all copyrights, intellectual property rights and patents

- vi. Confidential business questionnaire form
- vii. Declaration form

viii. Self-Declaration Forms

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 tenderer's 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 documents may notify PSSF in writing or by post or email at the entity's address indicated in the Invitation for tenders. PSSF 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 PSSF. 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”



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PSSF shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tender 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, PSSF for any reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers will be notified of any amendment through the PSSF website or by email 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, PSSF, 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 PSSF, 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) Documentary evidence established in accordance with Clause 2.8 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (b) Confidential business questionnaire

2.8 Tenderers' Eligibility and Qualifications

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

2.8.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to PSSF's satisfaction that the tenderer has the technical capability necessary to perform the contract.

2.9 Validity of Tenders

2.9.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after the date of tender opening prescribed by PSSF, pursuant to paragraph 2.14. A tender valid for a shorter period shall be rejected by PSSF as non-responsive.

2.9.2 In exceptional circumstances, PSSF 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.10 Format and Signing of Tenders

2.10.1 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.

2.10.2 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. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.

2.10.3 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.

2.11 Sealing and Marking of Tenders

2.11.1 The tenderer shall seal the original and one 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.



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N/B. **One (1) envelope marked ‘Original’ should contain both the:**

- i. Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- ii. High Resolution colour in 10 (ten) hard copies on A4 size paper of the logo,
- iii. PSD ,AI,INDD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign etc.)
- iv. Flash Disk and Link containing the above content

One (1) envelope marked ‘copy’ should contain a copy of both the:

- i. Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- ii. High Resolution colour in 10 (ten) hard copies on A4 size paper of the logo,
- iii. PSD ,AI,INDD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign etc)

2.11.2 The inner and outer envelopes shall:

be addressed to PSSF at the address given in the invitation to tender and bear the tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE” FRIDAY 17TH NOVEMBER 2023 ,AT 11.00AM**

2.11.3 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”. —

2.11.4 If the outer envelope is not sealed and marked as required by paragraph 2.11.2, PSSF will assume no responsibility for the tender’s misplacement or premature

opening.

2.12 Deadline for Submission of Tenders

2.12.1 Tenders must be received by PSSF at the address specified under paragraph 2.11.2 no later than **FRIDAY 17TH NOVEMBER 2023 AT 11.00AM**

2.12.2 PSSF 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 PSSF and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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



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2.13 Modification and withdrawal of tenders

2.13.1 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 is received by PSSF prior to the deadline prescribed for the submission of tenders.

2.13.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.11. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.13.3 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.

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

2.13.5 PSSF 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.

2.14 Opening of Tenders

2.14.1 PSSF will open all tenders in the presence of tenderer's or their representatives who choose to attend on **FRIDAY 17TH NOVEMBER 2023 AT 11.00AM EAT**, immediately after closing at the Bima House -6th Floor. The tenderer's representatives who are present shall sign a register evidencing their attendance.

2.14.2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security (if applicable) and such other details as PSSF, at its discretion, may consider appropriate, will be announced at the opening.

2.14.3 PSSF 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.



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2.15 Clarification of Tenders

2.15.1 To assist in the examination, evaluation and comparison of tenders PSSF 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.

2.15.2 Any effort by the tenderer to influence PSSF in PSSF's tender evaluation, tender comparison or award decisions may result in the rejection of the tenderer's tender.

2.16 Preliminary Examination and Responsiveness

2.16.1 PSSF will examine the tender to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.

2.16.2 PSSF may waive any minor informality or non-conformity 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 prior to the detailed evaluation, pursuant to paragraph 2.17.

2.16.3 Prior to the detailed evaluation, pursuant to paragraph 2.17, PSSF 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.** PSSF's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.17 Evaluation and comparison of tenders

2.17.1 PSSF will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.18.

2.17.2 The comparison shall be in accordance with the Public Procurement and Asset Disposal Act (PPADA), 2015 Sections 100 and 101 and the Public Procurement and Asset Disposal Regulations (PPADR), 2020 Regulation 88.

2.17.3 PSSF's evaluation of a tender will take into account, in addition to the above, the following factors, in the manner and to the extent indicated in the technical specifications:

- (a) The evaluation criteria as outlined in this tender document;
- (b) Deviations from what is specified in the Special Conditions of Contract;

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

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

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

- iii. 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; and
- iv. Shall not be debarred from participating in public procurement.

2.18 Contacting The Public Service Superannuation Fund

2.18.1 Subject to paragraph 2.15, no tenderer shall contact PSSF 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 PSSF in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.19 Award of Contract

a) Post qualification

2.19.1 In the absence of pre-qualification, PSSF will determine to its satisfaction whether the tenderers i.e. the best three design schemes selected in accordance with PPADA, 2015 Section 101 and PPADR, 2020 Regulation 88 are determined to be the best design schemes for PSSF's suitable use.

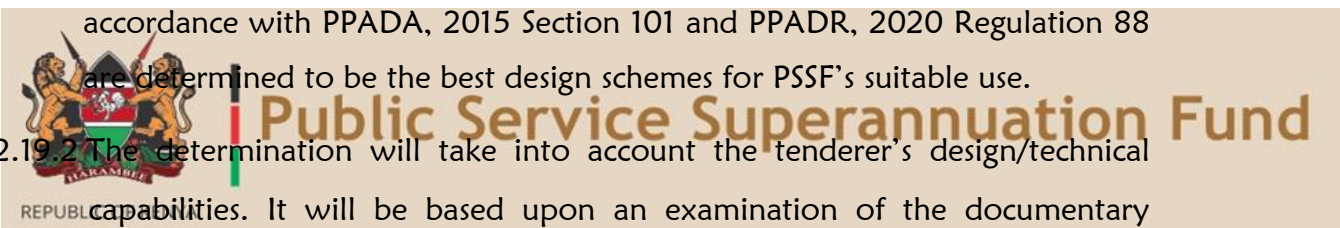
2.19.2 The determination will take into account the tenderer's design/technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as PSSF deems necessary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

2.19.3 An affirmative determination will be a prerequisite for the award of the prize as an honorarium to the best tenderer (s). A negative determination will result in rejection of the tenderer's tender, in which event PSSF will proceed to the next best design scheme to make a similar determination of that tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.19.4 PSSF will award the design to the successful tenderers i.e. the best three designs of logo in accordance with PPADA, 2015 Section 101 and PPADR, 2020 Regulation 88.

2.19.5 Reward for the designer of the chosen logo



The selected winning logo will be awarded as follows:

1. First position – Ksh 200,000
2. Second position – Ksh 150,000
3. Third position – Ksh 100,000

2.19.6 PSSF reserves the right to accept or reject any tender and to annul the entire 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 entrant or entrants of the grounds for PSSF's action. If PSSF determines that none of the tenders is responsive; PSSF shall notify each tenderer who submitted a tender.

2.19.7 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.



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2.20 PSSF's Right to Vary quantities

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2.20.1 PSSF reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in other terms and conditions.

2.21 PSSF's Right to Accept or Reject any or All Tenders

2.21.1 PSSF reserves the right to accept or reject any tender, and to annul the tender 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 PSSF's action.

2.22 Preference

2.22.1 Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Act, 2015.

2.22.2 Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Regulations, 2020.

2.23 Notification of award

2.23.1 Prior to the expiration of the period of tender validity, PSSF will notify the successful tenderers i.e. the best three design schemes; in writing that their design proposals have been accepted.

2.23.2 The notification of award will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to The Public Service Superannuation Fund pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.23.3 Upon the successful tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs to PSSF pursuant to paragraph 2.24, PSSF will promptly notify each unsuccessful

Tenderer.

2.24 Transfer of all copyrights

2.24.1 At the same time as PSSF notifies the successful tenderers i.e. the top three logo designs and accompanying marks that their design proposals have been accepted, PSSF will simultaneously inform the other tenderers that their designs have not been successful.

2.24.2 Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of all the tenderers shall vest in the State.

2.24.3 At this juncture pursuant with PPADA, 2015 Section 101 (6 & 7) and PPADR, 2020 Regulation 88; all tenderers shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to PSSF.

2.25 Corrupt or Fraudulent Practices

2.25.1 PSSF requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a



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declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.25.2 PSSF 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;

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

2.25.4 Canvassing will lead to automatic disqualification from the competition.

Appendix: Instructions to The 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.



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ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: A tenderer may be an Individual, an incorporated company or a Business Name registered in Kenya.
2.4.1	The address for clarification of Tender documents is Attention: The Head of Supply Chain Management, The Public Service Superannuation Fund BIMA HOUSE, P.O. Box 3561-00200 Nairobi Email address: procurement@psss.go.ke
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.7	Alternative tenders to the requirements of the tender documents will NOT be permitted.
2.9	The Tender validity period shall be 180 days .
2.11.1	The number of copies of the Tender to be completed and returned shall be:

One (1) envelope marked 'Original' should contain both the:

- Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- High Resolution colour in 10 (ten) hard copies on A4 size paper of the logo,
- PSD ,AI,INDD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign)
- Flash Disk and Link containing the above content

One (1) envelope marked 'copy' should contain a copy of both the:

- Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- High Resolution colour in 10 (ten) hard copies on A4 size

paper of the logo,

- PSD ,AI,INDD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign)
- Flash Disk and Link containing the above content



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NB. This is a one-envelope tender. All the proposals should be in one envelope clearly marked the tender Number without any indication of the name of the tenderer on the outer envelope.

2.13	Tender shall be submitted to: - The Chief Executive Officer, The Public Service Superannuation Fund, Bima House,6th Floor, P. O. Box 3561 – 00200, Nairobi, Kenya.
2.14	The Tender opening shall be at the Bima House 6 th Floor Board Room immediately after closing. The deadline for bid submission is: FRIDAY 17TH NOVEMBER 2023 Time:11.00am local time
2.16	Tenderers must submit the documents above / show the above elements. At this stage, the tenderer's submission will be either responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.
2.19	Post – Qualification shall “be undertaken” where necessary

2.19.5	<p>Award Criteria: The best three (3) assessed design schemes shall receive as a prize an honorarium as provided for in this tender document.</p> <p>HENCE:</p> <p><u>The reward for the designer of the chosen logo</u></p> <p>The selected winning logos will be awarded in order of merit as follows:</p> <ol style="list-style-type: none"> 1. First position – Ksh 200,000 2. Second position – Ksh 150,000 3. Third position – Ksh 100,000
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1. PRELIMINARY/MANDATORY EVALUATION

The tenderers are required to submit evidence of all the above requirements and failure to which they will not be considered for the Technical Evaluation.

The preliminary evaluation shall involve checking on mandatory requirements (MR) which include the following:

No.	Parameters/Requirements (Open to firms and Individuals)	Compliance (Yes/No)
1.	A copy of the certificate of registration/ incorporation for firms and/or a copy of the national ID for individuals.	YES/ NO
2.	A copy of a valid tax compliance certificate For	YES/ NO
3.	<p>Filled and signed Self Declaration Forms</p> <p>a)Declaration That the Submitted Design Shall Belong to and Remain the Property of the Fund.</p> <p>b)Self-Declaration That the Person/Tenderer Is Not Debarred in The Matter of the Public Procurement and Asset Disposal Act 2015.</p> <p>c)Self-Declaration That the Person/Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice</p>	YES/ NO
4.	A duly filled copy of the Confidential Business Questionnaire	YES/ NO
5.	Tenderers should provide their full names, postal addresses, physical address, email and daytime telephone numbers.	YES/ NO
6.	A copy of a Flash Disk and Link containing the details of the LOGO (should be sealed in an envelope as per the instructions to tenderers)	YES/ NO
7.	A copy of the duly filled design submission Form	YES/ NO

NB: The non-responsive submissions in the Preliminary Evaluation will be eliminated from the entire evaluation process and will not be considered further.



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2. TECHNICAL EVALUATION

The evaluation shall evaluate on whether the bidder/participant is responsive in all the Technical aspects as per the specifications given in this invitation to tender (ITT). Bidders are required to attach clear and detailed drawings. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

With a view to equal treatment, all contestants must submit their logo designs as follows:

- Logos must be created as vectors to ensure scalability without loss of quality.
- Logo graphic must be provided in EPS format (vector), using the CMYK/Pantone colour model using a flash disk.

In addition to the compulsory EPS file mentioned above, contestants should provide the logo in the following file formats, resolutions and sizes:

- In high resolution (at least 300 dpi) for print;
- In low resolution (72 dpi) for web;
- 50 pixels in width or height; 100 pixels in width or height; 600 pixels in width or height.

Contestants should not imprint or watermark any part of the document in the proposed logo design.



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Contestants should submit a written description (of between 250-300 words) of their design(s), explaining its graphic identity along with other relevant information. (Design description form).

In the event that any tender is found to be infringing on intellectual copyrights even after it is selected, this tender shall be rejected as the winning design. In addition, if the submitted design is found to resemble a similar artwork, the Fund reserves the right to reject it even after it is selected as the winning design.

The evaluation shall involve checking on the technical requirements. Marks will be awarded as follows:

No.	Description	Total Marks
1.	The logo must have followed the basic submission requirements: i. High-resolution Colour; Black and White and Gray Scale (2 Marks) ii. Include the name of the Fund (3 Marks) iii. Include a creative tag line, slogan or motto of the Fund (5 Marks)	15 Marks

	iv. The concept statement 250-300 words clearly explaining the logo features and symbols, provides meaning of the concept behind the logo (5 Marks)	
2.	The logo design and proposed colours represent the Fund's core mandate and thematic/subject relevance and ensures recognizability. <ul style="list-style-type: none"> i. Colour Representation of the Fund Mandate (Appeal of the proposed colours for the Fund, visual balance and colour coordination) (10 Marks) ii. The design should instantly show and represent the Fund and its mandate (10 Marks) iii The logo clearly identifies colours which may be considered for adoption as corporate colours of the Fund (10 Marks) iv. The logo features representations of either landmarks, monuments, architectural structures, national symbols, colours or historical references that reflect Pension industry (5 Marks) 	55 Marks
.	The uniqueness of relevant design, originality and creativity <ul style="list-style-type: none"> i. Creativity is key. It must stand out and Memorable (Does it capture the eye? Will it linger in the mind of people? Can they always see you when they see the logo? (4 Marks) ii. Impactful (Can the general public relate and connect with the logo? Does it convey the message of the Fund and the mandate? (4 Marks) iii. Freshness: Should coincide with current design techniques, and should appear modern and appealing (2 Marks) 	10 Marks
4.	Its positive and clear visual impact, aesthetics <ul style="list-style-type: none"> i. The logo should not be too crowded, wordy and squeezed (5 Marks) ii. Color combinations: Warm/appealing colors (5 Marks) 	10 Marks
5.	Its suitability as a visual emblem of a public agency, in terms of design, font, and adaptability for use in different media, and all-round applicability <ul style="list-style-type: none"> i. Professionalism: The design should have a touch of elegance, but not lose its simplicity and tone (5 Marks) ii. Applicability: The design should be flexible for use on any material or platform e.g., on Print, digital, electronic and advertising. It should be legible, clear and crisp. The Logo should be in a scalable graphic format. (5 Marks) 	10 Marks
Total		100 Marks

Bidders must submit the documents above / show the above elements. At this stage, the pass mark for the Technical Requirement shall be 80%. the tenderer's submission will be either responsive or non-responsive. The non-responsive submissions will be

eliminated from the entire evaluation process and will not be considered in the final stage.

NB: The Selection Committee reserves the right not to select a winner, if in its sole discretion, no suitable entries are received.



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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 PSSF 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 Fund” means The Public Service Superannuation Fund.
- d) “The services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to PSSF under the Contract.



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- e) “PSSF” means The Public Service Superannuation Fund sourcing for the services under this Contract.
- f) “The contractor means the individual or firm providing the services under this Contract.
- g) “The client means the organization receiving the services under this Contract.
- h) “GCC” means general conditions of contract contained in this section.
- i) “SCC” means the special conditions of the contract.
- j) “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 standards mentioned in the Schedule of requirements.

3.4 Transfer of all Copyrights


3.4.1 Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the State.

3.4.2 Pursuant with PPADA, 2015 Section 101 [1(b, vi) 6 & 7] and PPADR, 2020 Regulation 88; all tenderers shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to PSSF.

Patent Right's

The tenderers shall indemnify The Public Service Superannuation Fund against all third-party claims of infringement of patent, trademark, Intellectual property and other industrial design rights arising from use of the services under the contractor any part thereof.

3.5 Inspections and Tests

 **Public Service Superannuation Fund**
3.5.1 PSSF or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. PSSF shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.5.2 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 PSSF.

3.5.3 Should any inspected or tested services fail to conform to the Specifications, PSSF 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 PSSF.

Nothing in paragraph 3.5 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.6 Payment

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

3.7 Assignment

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

3.8 Termination for Default

TMHC 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:

- i. 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 PSSF.



- ii. If the tenderer fails to perform any other obligation(s) under the Contract.
- iii. If the tenderer, in the judgment of PSSF has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event PSSF 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 PSSF for any excess costs for such similar services.

3.9 Termination of insolvency

PSSF may at the anytime terminate the contract by giving written notice to the contract or 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 PSSF.

3.10 Termination for convenience

3.10.1 PSSF by written notice sent to the tenderer 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 PSSF's convenience, the extent to which performance of the

contractor is terminated and the date on which such termination becomes effective.

3.11 Resolution of disputes

3.11.1 PSSF's and the tenderer 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.

3.11.2 If after 14 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.

3.12 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.

3.13 Force Majeure

The tenderer 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.

The procuring Entity shall not be liable to the payment of the Prize money if the failure thereof is caused by Force Majeure. The procuring entity reserves the right to review performance timelines in the circumstance of a Force Majeure so as to promote performance of this contract.

Force Majeure shall for the purpose of this clause mean any circumstance beyond the control of either party which shall make the performance of this contract impossible and/or difficult.

3.14 Applicable Law

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

3.15 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post 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 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>Payments shall be;</p> <p>Reward for the designer of the chosen logo</p> <p>The selected winning logos will be awarded in order of merit as follows:</p> <ol style="list-style-type: none"> 1. First position – Ksh 200,000 2. Second position – Ksh 150,000 3. Third position – Ksh 100,000
3.11	Specify resolution of disputes: Arbitration by the Nairobi Centre for International Arbitration
3.14	Specify applicable law. Laws of Kenya
	<p>Notices shall be addressed and delivered to:</p> <p>The Chief Executive officer</p>

3.15

The Public Service Superannuation Fund
Bima House-6th Floor,

P.O. Box 3561-00200 Nairobi
Email: info@psss.go.ke.

SECTION V: SCHEDULE OF REQUIREMENTS

Background

The Public Service Superannuation Fund is established under the Public Service Superannuation Scheme Act, No. 8 of 2012 to provide retirement benefits to Civil Servants, Teachers employed by the Teachers Service Commission and Disciplined Services Personnel (Kenya Police Service, Kenya Prisons Service and National Youth Service).

The Public Service Superannuation Fund (PSSF) became operational with effect from 1st January 2021 as appointed by the Cabinet Secretary (CS) for the National Treasury and Economic Planning through Legal Notice No. 156 published in the Kenya Gazette Supplement No. 146 of 12th August, 2020. The Cabinet Secretary equally appointed Members of the Board of Trustees, with a mandate to manage and operate the Fund, through Gazette Notice No. 5454 of 7th August, 2020 as provided under Section 10 of the Act.

The Fund is delighted to announce a call for submission for the development of a captivating logo that will represent its mandate and objects.

GUIDELINES FOR THE COMPETITION

The following are guidelines for the competition:

- a) **The Design should be submitted in;**
 - ✓ Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
 - ✓ High Resolution colour in 10 (ten) hard copies on A4 size paper of the logo,
 - ✓ PSD ,AI,INDD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign)

- ✓ Either Flash Disk and a Link containing the above content
 - ✓ Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
 - ✓ High Resolution colour in 10 (ten) hard copies on A4 size paper of the logo,
- a. The logo must be clear and distinctly identifiable for effective application on the Fund letterhead, website and all other publicity materials and paraphernalia;
 - b) The logo submission should incorporate a slogan or motto;
 - c) The name of the Fund should appear in full or in abbreviation alongside or beneath the logo;
 - d) The logo submission shall be accompanied with a brief description (at least 250 – 300 words) of its meaning or concept statement, note that the entrant may be invited to take the committee through the meaning or the concept behind the logo;
 - e) The logo should reflect current design trends and utilize visually striking imagery; Sketches should adhere to all legal requirements, trademarks considerations as well as intellectual property rights;
 - f) The logo should be visually appealing to all, easily recognizable and not busy or cluttered;
 - g) The logo sketch should not conflict with any other symbols locally, regionally or internationally or any political, religious and cultural aspects;
 - h) The logo should be unique and stand out from similar brands;
 - i) The logo should have a lasting impression, be trendy and shouldn't run obsolete; Bidders are free to identify and apply possible Colors, which may be adopted as new corporate colors of the Fund.
 - j) The logo may incorporate national symbols, colors, and or historical references that may serve as a representation of pension industry;
 - k) A description of the meaning of colors chosen should also be included;
- l) Entries should be submitted in A4 size paper and in PSD ,AI,INDD or PDF file format,a soft copy on a windows readable flash disk and a link.
 - m) Bidders should submit NOT more than two logo designs;
 - n) Entrants in the competition should provide their names, postal addresses, email address and daytime telephone numbers;
 - o) Notification of award to the three best Tenderers/Entries will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to PSSF;
 - p) Upon the successful Tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs, PSSF will promptly notify each unsuccessful Tenderer;
 - q) Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the State;
 - r) Subsequently, pursuant with PPADA, 2015 Section 101 (6 & 7) and PPADR, 2020 Regulation 88; all bidders shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to the Fund;
 - s) The Fund reserves the exclusive right to modify the winning logos for use as its Logo going forward;
 - t) The Fund reserves the right to register the winning logo and accompanying mark as its copyright and/or trademark;



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- u) Any material, graphic software or other items accompanying the submitted
 - a. design shall belong to, and remain the property of the Fund;
- v) NOTE: The tenderer shall indemnify The Public Service Superannuation 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;
- w) Fund's employees, committee members, board members and their relative
 - b. (spouse and children) are not eligible to participate in the tender;
- x) The Tenderer shall bear all costs associated with the preparation and submission of its tender, and PSSF, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process;
- y) The judges' decision is final and will not be open to any correspondence or appeal whatsoever and
- z) Entries can be an individual or an organization.

REWARD FOR THE WINNING DESIGNS

The selected winning logo will be awarded in order of merit as follows:

1. First position – Ksh 200,000
2. Second position – Ksh 150,000
3. Third position – Ksh 100,000



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CONDITIONS

Public Service Superannuation Fund

1. The Logo Design must be original and should not infringe on rights of any third party;
2. tenderer shall indemnify PSSF against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services.
PSSF will not bear any responsibility for copyright violations.
3. Any material, graphic software or otherwise prepared by an entrant in the competition shall belong to and remain the property of the Fund.
4. The logo must not contain inappropriate content.
5. In instances where two logos are created by a single contestant, each logo needs to be properly numbered. They can be sent in one, single envelope, but have to be clear labeled as stipulated under the Guidelines in this document.

6. Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to: -

The Chief Executive Officer,
The Public Service Superannuation Fund,
Bima House,6th Floor,
P. O. Box 3561 – 00200,
Nairobi, Kenya.
Email:Info@psss.go.ke
Website: <http://www.psss.go.ke>

And be deposited in the **tender box** located on the Bima House ,so as to be received on or before **FRIDAY 17TH NOVEMBER 2023 AT 11.00AM** Tendere will be opened immediately in the presence of bidders or their representatives who choose to attend in the at Bima House 6th Floor.



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TECHNICAL AND ARTISTIC REQUIREMENTS FOR ENTRIES

With a view to equal treatment, all contestants must submit their logo proposal(s) as follows:

Logos must be created as vectors to ensure scalability without loss of quality;

1. Logo graphic must be provided in EPS format(vector), using the CMYK colour model;
2. In addition to the compulsory EPS file mentioned above, contestants should provide each logo in the following file formats, resolutions and sizes:
 - In high resolution (at least 300 dpi) for print
 - In low resolution (72 dpi) for web
 - 50 pixels in width or height; 100 pixels in width or height; 600 pixels in width or height
3. Contestants should not imprint or watermark any of the contact details in the proposed logo design;

4. Contestants should submit a written description (of no more than 300 words) of their design(s), explaining its graphic identity along with other relevant information and



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5. In the event that any tender is found to be infringing on intellectual copy rights even after it is selected, its tender shall be rejected as the winning design. In addition, if the submitted design is found to resemble a similar artwork, the Fund reserves the right to reject it even after it is selected as the winning design.

DESIGN SUBMISSION FORM

LOGO DESIGN COMPETITION FOR THE PUBLIC SERVICE SUPERANNUATION FUND,

Name.....

Email Address.....

Telephone No:

Logo Description.....

.....

.....



.....

.....

Signed:

Name:

ID No:

Date:

DECLARATION FORM

DECLARATION THAT THE SUBMITTED DESIGN SHALL BELONG TO AND REMAIN THE PROPERTY OF THE PUBLIC SERVICE SUPERANNUATION FUND

To: [Name and address of the PE]

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

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


Item Description: [insert description of Items]

Sir/Madam,

Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to design and deliver [description of design] in conformity with the said tender documents attached herewith and make part of this Tender.

We undertake, if our Tender is accepted, to deliver the Designs in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to transfer all copyrights, intellectual property rights and patents relating to our designs to PSSF, and within the times specified in the Tender documents.

 **Public Service Superannuation Fund**
We agree to abide by this Tender for the Tender validity period specified in Clause 2.9.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20____ .
(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of

SELF DECLARATION FORM

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

I, (Full name)
of P. O. Box being a
resident of in the Republic of
..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
(insert name of the Company) who is a Bidder in respect of

Tender No.....for.....(insert
tender title/description) for(insert
name of PSSF) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been
debarred from participating in procurement proceedings under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge,
information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp (if any)

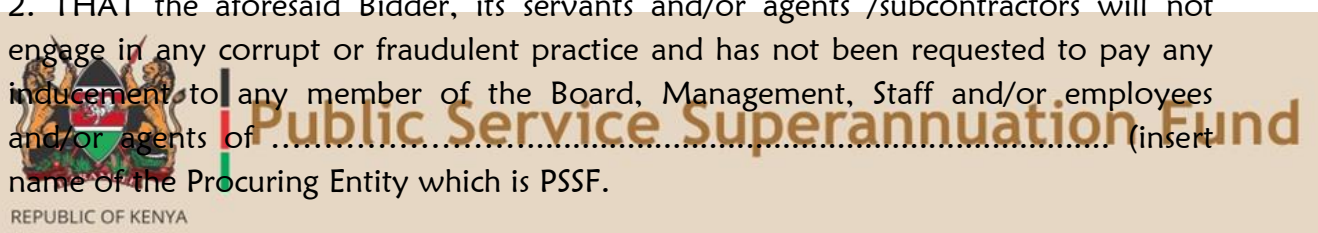
SELF DECLARATION FORM

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

I, (Full Name) of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. (insert tender title/description) for (insert name of PSSF) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring Entity which is PSSF).



3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the Procuring Entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other Bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp (if any)

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 has 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