

**INDUSTRIAL & COMMERCIAL
DEVELOPMENT CORPORATION**

TENDER DOCUMENT

**TENDER FOR PROVISION OF CLEANING
AND SANITARY DISPOSAL SERVICES**

TENDER NO. RFT/ICDC/524/16

**P.O. BOX 45519-00100 NAIROBI
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UCHUMI HOUSE, AGA KHAN WALK

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SECTION I: INVITATION FOR TENDERS

DATE: January 2016

TENDER REF. NO: **RFT/ICDC/524/16**

TENDER NAME: **TENDER FOR CLEANING AND SANITARY DISPOSAL SERVICES**

- 1.1 **Industrial & Commercial Development Corporation** herein after referred to as **“the Corporation”** invites sealed tenders from eligible candidates for **(Cleaning and Sanitary Disposal Services)**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Industrial & Commercial Development Corporation’s Procurement Office (18th floor, Uchumi House Aga Khan Walk, Nairobi)** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from the cash office located on 18th floor of Uchumi house upon payment of a non-refundable fee of **(Ksh.1,000/=)** in cash payable to Industrial & Commercial Development Corporation **(Cash Office)** or downloaded free of charge from the Corporation’s website: www.icdc.co.ke. All the candidates who download the tender document must register with the procurement office by sending an e-mail to jwaka@icdc.co.ke and abarmao@icdc.co.ke
- 1.4 Prices quoted should be inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (The reception on 18th floor of Uchumi house) or be addressed to **(The Executive Director, Industrial & Commercial Development Corporation, P.O. Box 45519– 00100 GPO Nairobi)** so as to be received on or before **25th January 2016 at 10.00 am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (The **Corporation’s Boardroom**)

EXECUTIVE DIRECTOR
INDUSTRIAL & COMMERCIAL DEVELOPMENT CORPORATION

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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 Corporation's, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Corporation to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 COST OF TENDERING

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Corporation, 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.5,000/=
- 2.2.3 The Corporation shall allow the tenderer to review the tender document free of charge before purchase.

2.3 CONTENTS OF TENDER DOCUMENTS

2.3.1. The tender document comprises of the documents listed below and *addenda* issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Details of service and Schedule of Requirements
- v) Form of tender
- vi) Price schedules
- vii) Contract form
- viii) Confidential business questionnaire form
- ix) Tender Securing Declaration form
- x) Performance security form

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

2.4 CLARIFICATION OF DOCUMENTS

2.4.1. A prospective candidate making inquiries of the tender document may notify the Corporation in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Corporation 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 Corporation. Written copies of the Corporation's 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 Corporation's 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 Corporation, 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 Corporation, 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 Corporation, 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 2.9.4

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 Corporation 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 Corporation's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 TENDER SECURITY (Not Applicable)

2.12.1 No Tender Security shall be required from small and micro enterprises owned by disadvantaged groups participating in the procurement proceedings.

2.12.2 Bidders will be required to complete and sign the Tender Securing Declaration

2.12.3 Any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 115 of the Act.

2.13 VALIDITY OF TENDERS

2.13.1 Tenders shall remain valid for **90** days or as specified in the invitation to tender after date of tender opening prescribed by the Corporation, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the university as nonresponsive.

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

2.14 FORMAT AND SIGNING OF TENDER

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and 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.
- 2.14.3 The tender shall have no **interlineations**, **erasures**, or **overwriting** except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 SEALING AND MARKING OF TENDERS

- 2.15.1 The tenderer shall seal the original 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. The inner and outer envelopes shall:
- (a) be addressed to the Corporation’s address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE(day, date and time of closing),”
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Industrial & Commercial Development Corporation will assume no responsibility for the tender’s misplacement or premature opening.

2.16 DEADLINE FOR SUBMISSION OF TENDERS

- 2.16.1 Tenders must be received by Industrial & Commercial Development Corporation at the address specified under paragraph 2.15.2 no later than **10.00 am on 25th January, 2015**
- 2.16.2 The Corporation 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 Corporation and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Head of Procurement in Uchumi house 19th floor as provided for in the appendix.

2.17 MODIFICATION AND WITHDRAWAL OF TENDERS

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

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

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

2.18 OPENING OF TENDERS

2.18.1 Industrial & Commercial Development Corporation will open all tenders in the presence of tenderers' representatives who choose to attend, on **25th January, 2016** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The Corporation will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 CLARIFICATION OF TENDERS

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Corporation may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Corporation in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 PRELIMINARY EXAMINATION AND RESPONSIVENESS

- 2.20.1 The Corporation will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Corporation may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Corporation 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 Corporation's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Corporation and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 CONVERSION TO A SINGLE CURRENCY

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

2.22 EVALUATION AND COMPARISON OF TENDERS.

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

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

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

2.23. CONTACTING INDUSTRIAL AND COMERCIAL DEVELOPMENT CORPORATION

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

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

2.24 AWARD OF CONTRACT

a) Post qualification

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

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

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

b) Award Criteria

2.24.1 The Corporation 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 Corporation 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 Corporation's action. If The Corporation determines that none of the tenderers is responsive; The Corporation 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.

(c) **Industrial & Commercial Development Corporation's Right to Vary quantities**

2.24.4: The Corporation reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Industrial & Commercial Development Corporation's Right to Accept or Reject any or All Tenders**

2.24.5: The Corporation 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 Corporation's action.

2.25 NOTIFICATION OF AWARD

2.25.1 Prior to the expiration of the period of tender validity, The Corporation 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 –Industrial & Commercial Development Corporation. 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 corporation 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 Corporation notifies the successful tenderer that its tender has been accepted, The Corporation 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 Corporation.

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

2.27 PERFORMANCE SECURITY (Not Applicable)

2.27.1 Within thirty (30) days of the receipt of notification of award from Industrial & Commercial Development Corporation , the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Corporation.

2.27.2 Failure of the successful tenderer to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Corporation may make the award to the next lowest evaluated tenderer or call for fresh tenders.

2.28 CORRUPT OR FRAUDULENT PRACTICES

2.28.1 Industrial & Commercial Development Corporation requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Corporation will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1: Eligible Tenderers	Registered Business Entities
2.10: Tender Currencies	Kshs. Only
2.11: Tender eligibility and qualifications	Registration for these services
2.12: Tender Security	Not Applicable
2.27: Performance Security	Not applicable
2.22: Evaluation and Comparison of Tenders	See below

2.22. Tenderers shall submit sample bins with the tender document for the purpose of evaluations.

2.23. Duration of contract

2.23.1. The contract shall be for two (2) years renewable at the discretion of the Corporation, and on agreement between the two parties (The corporation and the contractor)

SEC IV: DETAILS OF SERVICE AND SCHEDULE OF REQUIREMENTS

SPECIFICATIONS FOR PROVISION OF CLEANING SERVICES AT UCHUMI HOUSE.

1. PROVISION OF CLEANING SERVICES AT UCHUMI HOUSE

Below is a detailed scope of works, for guidance in the renewal of the next cleaning service contract:

Cleaning services in the proposed contract should cover four separate areas, as follows:

- A. ICDC Offices
- B. Entire Uchumi House
- C. Zamia Heights, Nyali Mombasa
- D. Provision of Sanitary Bins in the Ladies washrooms.

A. ICDC OFFICES

This area includes 20th, 19th, 18th, 17th, ground floor customer care offices and Basement stores at Uchumi House.

1. Schedule of work.

Cleaning personnel are to begin their work at 6.00 am and be through with the cleaning by 7.30 am.

2. Handling of office key.

Cleaning personnel shall be issued with keys for the offices so as to enable them to do the cleaning. These keys are then handed over to the messenger on duty on the 15th Floor. The cleaners shall be held liable for any loss or damage to the Corporation's property, if proved that it was as a result of negligence on the part of the cleaners.

3. Worker's standards

Enough workers should be provided for. They must be in full uniform at all times and have in their possession an identification badge. They are to be customer friendly with good public relation skills.

4. Scope of Work

i. Wooden floors.

- All wooden floors are to be swept on a daily basis
- All wooden floors areas are to be polished and buffed twice a week

ii. Furniture and equipment.

- Desks are to be dusted every morning and all stains noted removed.
 - Filing cabinets and computers are to be dusted on a daily basis.
 - Cleaning/ dusting of fluorescent tubes (inclusive of the housing and case.)
- iii. Dustbins/ Waste Paper Baskets
- These must be emptied at least once a day (in offices) and twice a day for those in common areas.
- iv. Internal windows/ Glass panels
- These must be wiped and shined daily. All efforts must be made to reach all parts of the windowpanes.
- v. Curtains
- Fabric and net curtains must be laundered quarterly in a year.
 - Vacuum blinds must be vacuum cleaner once a week.
- vi. Carpets/ Floor mats
- All carpeted areas must be vacuum cleaner on a daily basis and shampooed weekly or as and when the need arises.
 - All stains that may appear should be wiped off using an appropriate stain remover.
 - Floor/ Doormats should be cleaned on a daily basis.
- vii. Upholstery of sofa seats and other fabric seats.
- Ensuring shampooing of fabric/ velvet covered furniture is done monthly or as and when the need arises.
 - Application of leather cream to all leather upholstered furniture at least once a month.
- viii. Restricted areas.
- To be cleaned in the presence of the caretaker of responsible officer.
 - This should not inhibit the frequency and manner of cleaning and therefore all necessary arrangement must be made to ensure that the same are not interfered with.
- ix. Flowers and plants
- Tending of the plants/flowers to be done both internal and external with the replacement of the old ones. The plant should be healthy, vibrant and dust free at all times.
 - Replacements will be done by the supervisor in liaison with the caretaker
 - Plants on the ground floor shall be pruned well. The flower pots shall be arranged well around the building.

- x. Cleaning equipment and materials.
- The contracted cleaners shall procure their own machinery of which they themselves will transport, store and use.
 - Fire fighting hose reels within the building shall not be used for cleaning the building.

B. **UCHUMI HOUSE-COMMON AREAS**

This area refers to all common facilities within the entire Uchumi House. E.g. lift, lobby areas, fire escape stairs, washrooms, basements, loading zone, roof tops.

- Cleaning should be done using good quality and adequate detergent on all common corridors, passages, landings, lift lobbies, lavatories, stairs, roof terrace, ground floor areas of the building at least once a day.
- The washrooms shall be cleaned thoroughly and disinfected daily. Cleaning of the washrooms shall be done at least twice a day i.e. in the morning (7.00 am-11.00 am) and in the afternoon between (2 p.m-4p.m)
- Wash and degrease the Upper and Lower Basements with a good quality detergent and degreaser, at least twice a week. Extra washing will be expected whenever an emergency arises. Sweeping is to be done daily and whenever the need arises for extra cleaning/ sweeping.
- Scrubbing is to be done with a hard brush/ broom and for cleaning of all the above mentioned areas (walls and floors), once a week.
- Polishing of the floor and all wooden surfaces in the above areas is to be done once a month.
- Stripping of all Grano (terrazzo) floors and walls is to be done at both staircases and fire exits. Stripping of the lift lobbies are to be done once a week.
- Supply and deliver thirty (30) bales of good quality 2-ply white toilet paper on a weekly basis. These shall be distributed as directed by the caretaker to the tenant floors. All ICDC floors shall be supplied with toilet papers in the toilets. You will ensure there is toilet paper in the washrooms here at all times.
- Supply and place a sufficient quality of Hand wash cream in all the Soap Dispensers.
- Supply and place sufficient mothballs in all the urinals. These are to be changed every two weeks.
- Clean and shine the panes of all the windows in the tower floors i.e. from 1st to the 20th Floors, at least twice a week. Windowpanes that

require extra attention at any other given time must be attended to immediately the need arises.

- Thorough cleaning is to be done on Saturdays and also as and when the need arises to do extra works.

Cleaning staff

- Provide enough (at least nineteen) cleaners to carry out the cleaning duties. A supervisor and the cleaning staff should be stationed at Uchumi House at all times between 6.00 am and 6.00 p.m. every working day for immediate cleaning, sweeping and washing. They are to keep clean the hand wash basins, lavatories, window panes and refuse chute areas (on each floor)
- The cleaning personnel are expected to be efficient, clean, sober, honest and in neat uniforms. They are to ensure that all the furniture fittings and fixtures of the Landlord or the Tenants are not damaged in the course of cleaning. The contracted cleaners should be ready to accept liability and indemnify the Landlord against any claims; expenses or losses in respect of injury or death of any person or damage to any property caused or arises in the course of carrying out the cleaning duties.
- Maintain or cause to be maintained at the contractor's expenses such insurance as may be necessary to cover any liability that may arise.
- The Supervisor shall report to the Caretaker of any faults in the common areas as soon as these are detected.

Other Requirements

- Inspections. Each week a thorough inspection will be conducted by the caretaker to determine performance of the past week. A check list shall be filled to confirm the findings of the inspection.
- Registers shall be placed in all washrooms to be filled by the cleaners as they do their work.

C. Sanitary Bins.

You shall provide Sanitary Bins to all the Ladies wash rooms in Uchumi house.

- The bins shall be the property of the contractor and shall be maintained in good serviceable order.
- Each bin shall be emptied at least once every two weeks or when full.
- Any damaged bin shall be removed from the building and replaced with a new one.

- The contractor must confirm that no claim of any nature shall be brought to the landlord concerning any patents or proprietary rights in so far as the bins are concerned.
- The bins shall remain the property of the contractor and landlord shall not be held responsible for any damages to the bins.
- Bidders must provide sample bins for inspection along with this tender (Bidders must clearly mark the bins).
- The bin must as a minimum possess the following features;
 - Durability
 - Aesthetically fit (nice in design)
 - Appealing in colour
 - Fragrant disinfectant powder
 - Opening by foot pedal.

D) Garbage collection

- Remove Garbage from Uchumi house as frequent as necessary and dispose to designated disposal sites.
- The Garbage shall not be left to accumulate to a point that it stinks.
- It will be your responsibility to ensure that the garbage room is clean and tidy at all times.
- It will be your responsibility to liase with the local authorities in so far as waste management in the premises is concerned.

2. PROVISION OF CLEANING SERVICES AT ZAMIA HEIGHTS APARTMENTS, MOMBASA

ICDC intends to recruit a suitable service provider to provide cleaning services at Zamia Heights Apartments, an ICDC development located in Nyali, Mombasa. We therefore wish to invite interested bidders to quote for cleaning services at Zamia Heights.

Below is a detailed scope of works, for guidance in recruiting the cleaning service provider:

SCHEDULE OF WORK

The cleaning shall be carried out daily.

SCOPE OF WORK

Cleaning services in the proposed contract will cover different areas, as follows:

1. Ground floor

Sweeping and washing of all the floor.

2. Grass and flowers

- Trim grass , flowers and plants. Weed as necessary and maintain well.
- Water flowers and grass.

3. Windows

These must be wiped and shined once per week and as need arises. The windows must be free from dust/ dirt at all times. All efforts must be made to reach all parts of the windowpanes.

- Clean windows inside and outside as required to remove dust, dirt and grime
- Clean window frames and sills as required to remove dirt, debris and grime

4. Apartments

- Wet mop all floors.
- Spot clean walls and doors to remove stains, dirt and marks.
- Clean the washrooms.
- Damp wipe all counters and polish sinks.
- Polish all the glass areas and mirrors within the apartment.
- Dust air conditioning and return air vents
- Wet dust closets and drawers.
- Sweeping and cleaning the areas at the entrances of the units and the balconies.

5. Terrace

- Sweep and mop the terrace floor area.
- Clean the poolside furniture.
- Clean the swimming pool twice per month.

6. Wooden surfaces

- All wooden floors areas are to be polished and buffed twice a week

7. Stairs

- Dust handrails and fittings
- Sweep and wash stairs

8. Lifts

- Clean the steel walls
- Polish the mirror
- Wet mop the lift floor

9. Gate house

- Wet mop the floor
- Clean sink and washroom.

10. Show room

In addition to cleaning the floors, walls, surfaces, washrooms and sinks, the Contractor shall:

- Damp dust top of furniture and all flat surfaces to remove dust, dirt and grime
- Spot clean any display cabinets to remove marks, dust and dirt
- Clean any fitting as required.

11. Waste Disposal

You will be responsible for disposal of any waste from the property at the designated places.

CLEANING EQUIPMENT AND MATERIALS

- The contracted cleaners shall procure their own equipment and materials of which they themselves will transport, store and use.
- Provide toilet paper in one washroom for use by the staff on site.
- Fire fighting hose reels within the building shall not be used for cleaning the building.

CLEANING STAFF

- Provide enough (at least three) cleaners to carry out the cleaning duties. These staff should be availed at Zamia Heights during the day.
- Workers must be provided with adequate protective clothing/equipment to carry out their duties.
- Maintain or cause to be maintained at the Contractor's expenses such insurance as may be necessary to cover any liability that may arise.

OTHER REQUIREMENTS

- Inspections. A thorough inspection will be conducted daily by the Site Representative to determine performance of the services. A check list shall be filled to confirm the findings of the inspection.
- We are of the view that 3 persons are adequate to carry out these works.

PRICE SCHEDULE

No.	Premise	No. of Cleaners	Rate Per Month	Rate Per Year
	Uchumi House			
A	Cleaning	19 Cleaners and a 1 supervisor		
1.	Uchumi House Common Areas			
2.	ICDC Offices			
3.	Garbage disposal			
B	Sanitary Bins-NO. 87 Pieces			
1	Uchumi House common areas			
2	ICDC offices			
C	Cleaning	3 Cleaners		
1.	Zamia Heights Apartments			
2.	Swimming Pool and the grounds			
D	Waste Disposal			
E	Total A, B, C and D			
	Add VAT			
	Total Cost			

Note that the charges above shall remain fixed for the duration of the contract.

SEC V: EVALUATION CRITERIA, TENDER FOR PROVISION OF CLEANING SERVICES AT UCHUMI HOUSE

A. Mandatory requirements

		Yes/ No
1.	Certificate of registration/ incorporation	
2.	Evidence of having paid the non-refundable fee (Copy of receipt)	
3.	Certificate of registration from treasury (AGPO) for special group	
	Certificate of directors and shareholding (CR12)	
4.	Valid KRA Tax Compliance Certificate and PIN Certificate	
5.	NEMA Certificate	
6.	Attach evidence that the employees have an Injury insurance cover (WIBA)	
7.	Confirmation that wages are paid through a bank by 30th of each month	
8.	Certified copy of valid City, Municipal or County Council license/ Single business permit	
9.	NSSF Registration and compliance certificate and payment schedules for the last three months	
10.	NHIF Registration and compliance certificate and payment schedules for the last three months	
11.	A certified declaration that the company will comply with minimum wage guidelines gazetted by the government	
12.	Certified Audited accounts for last (3) years 2014,2013,2012	

B. Other requirements

	Description		Score
1	Ongoing Projects		
	<ul style="list-style-type: none"> Proof and reference of experience in similar work scale within the last (3) years with value of each contract being over Kshs. 800,000 per month or 8 million per year (minimum of 3 contracts) Attach list of clients, reference letters, award letters and signed contracts. 	20	20
2	Relevant Tools and equipment <ul style="list-style-type: none"> List the equipment you own and will avail for this engagement. Provide proof of ownership of equipment e.g. log book 	5 5	10
3	Proposed personnel for the project <ul style="list-style-type: none"> List key personnel staff and their CVs with relevant technical qualifications Clearly state the experience of each person 	4 2 4	

	<ul style="list-style-type: none"> Reference letters or recommendation for the personnel should be provided. 		10
4	Work Plan & Methodology <ul style="list-style-type: none"> Provide a detailed cleaning schedule giving the activities to be undertaken on a daily, weekly monthly and quarterly basis. Mention any other activities that may add value to cleaning services at Uchumi house and Zamia apartments 	10 5	15
5	Sanitary Bins <ul style="list-style-type: none"> Provide Sample of Bin proposed as per specifications 	10	10
6	Site Visit. <ul style="list-style-type: none"> Confirmation of existence through visit by evaluation team/ physical address Selected sites to verify standards of service delivery. Evidence that the company has presence/ operations in Nairobi and Mombasa 	2 11 2	15
8	Financial		
	Stability <ul style="list-style-type: none"> Certificate by certified auditors firm confirming that the company is not insolvent, in receivership, bankrupt, or being wound up, or their business activities have not been suspended and they are not subject of legal proceedings 	10	
	Price <ul style="list-style-type: none"> Give cost per month inclusive of VAT 	10	20

Note

- To qualify for financial evaluation the bidder must score a minimum of (70%)
- The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
- Any information provided by the bidder may be verified by the Corporation

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITION OF TERMS

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

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

3.2 APPLICATION

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

3.3 STANDARDS

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

3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.4.1 The Contractor shall not, without The Corporation’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The Corporation in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without The Corporation’s prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of Industrial & Commercial Development Corporation and shall be returned (all copies) to The Corporation on completion of the contract's or performance under the Contract if so required by The Corporation.

3.5 PATENT RIGHTS

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

3.6 PERFORMANCE SECURITY

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

3.6.2 The proceeds of the performance security shall be payable to Industrial & Commercial Development Corporation as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Corporation and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by the Corporation and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 INSPECTIONS AND TESTS

3.7.1 The Corporation or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Corporation shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Corporation.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Corporation may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Corporation.

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

3.8 PAYMENT

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

3.9 PRICES

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

3.10 ASSIGNMENT

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

3.10 TERMINATION FOR DEFAULT

The Corporation 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 University.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event that the Corporation 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 Corporation for any excess costs for such similar services.

3.12 TERMINATION OF INSOLVENCY

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

3.13 TERMINATION FOR CONVENIENCE

3.13.1 The Corporation, 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 Corporation's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 RESOLUTION OF DISPUTES

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

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

3.15 GOVERNING LANGUAGE

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

3.16 FORCE MAJEURE

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

3.17 APPLICABLE LAW.

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

3.18 NOTICES

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

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

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
3.8: Payment	Within 60 days on receipt of invoice
3.14: Resolution of Disputes	Arbitration to be considered before litigation
3.17: Applicable Law	Laws of Kenya
3.18: Notices	Industrial & Commercial Devt. Corporation P.O. Box 45519 – 00100 GPO NRB. TELEPHONE: 2771000/2229213/2771249 FAX: 317456 EMAIL: icdc@icdc.co.ke

SECTION VI - STANDARD FORMS

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

Notes on standard forms

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

1. FORM OF TENDER

TO,

Industrial & Commercial Development Corporation
P.O. Box 45519 – 00100 GPO
NAIROBI

DATE:

RE: Tender No: **RFT/ICDC/524/16**

Tender Name: Provision of cleaning and sanitary disposal services

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide sanitary disposal Services under this tender in conformity with the said Tender document for the sum of Kshs:.....[Total Tender amount in words].....
.....
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 conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of..... 20.....

.....
[Signature]

[In the capacity of]

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

2. CONTRACT FORM

THIS AGREEMENT made the..... day of..... 20.....

Between [Industrial & Commercial Development Corporation] of Kenya (hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS Industrial & Commercial Development Corporation invited tenders for the sanitary disposal services and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh.....[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of providing the services
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Industrial & Commercial Development Corporation’s Notification of Award.
3. In consideration of the payments to be made by Corporation to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the sanitary disposal services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 (Industrial & Commercial Development Corporation)

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

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular 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.

Part 1: General:

Business Name

Location of business premises

Plot No.

Street/Road

Postal Address

Office Tel. No.

Mobile:.....

Fax No:.....

Email Address:.....

Nature of business:.....

Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name Shares	Nationality	Citizenship Details
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name Shares	Nationality	Citizenship Details
1.
2.
3.
4.
5.

Date..... Signature of Tenderer
.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

4. TENDER SECURING DECLARATION

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

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

Tender No: *í í*

To: Industrial and Commercial Development Corporation

We, the undersigned, declare that:

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

5. PERFORMANCE SECURITY FORM (NOT APPLICABLE)

6. BANK GUARANTEE FOR ADVANCE PAYMENT *(TO BE APPLICABLE AFTER SIGNING CONTRACT)*