



KENYA FILM CLASSIFICATION BOARD

15th floor, Uchumi House.

P.O Box 44226-00100, Nairobi, Kenya.

TENDER DOCUMENT FOR PROVISION OF CLEANING SERVICES

**(Reserved for Special group enterprises of
Women, Youth & Persons with Disability)**

TENDER NO: KFCB /02/2018-2019

Submission Deadline: 23rd April, 2019 at 11.00 a.m.

APRIL 2019

TABLE OF CONTENTS

	Page
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 4
	APPENDIX TO INSTITUTIONS TO TENDER 15
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 18
SECTION IV	SPECIAL COND1TIONS OF CONTRACT..... 22
SECTION V	SCHEDULE OF REQUIREMENTS..... 23
SECTION VI	DESCRIPTION OF SERVICES..... 25
SECTION VI	STANDARD FORMS..... 27

SECTION I – INVITATION TO TENDER

Date 9th April, 2019

Tender Ref No. KFCB/02/2018-2019

Tender Name PROVISION OF CLEANING SERVICES

- 1.1 The Kenya Film Classification Board(KFCB) invites sealed tenders from eligible candidates for the Provision of Cleaning Services for its Head Office and the Nairobi Film Centre effective 23rd April 2019 for a period of two years, subject to Satisfactory Performance review.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Office, Uchumi House 15th Floor, during normal working hours or KFCB website www.kfcb.co.ke.
- 1.3 This tender is only open to enterprises owned by Women, Youth and Persons With Disability.
- 1.4 A complete tender document may be obtained by interested candidates from the Supply Chain Management Office upon payment of Ksh.1, 000/- (one thousand shillings) or downloading the document free of charge from the Board's website www.kfcb.co.ke **Tenderers who download the document should send their details to kfcb.co.ke for communication on any clarifications or addendum issued.**
- 1.5 Tenderers are invited for site visit as specified below to verify details and scope of Services:
Date of site visit 12th April 2019 at 10.00 am
Congregate at KFCB Head office Uchumi House, Aga Khan Walk 15th Floor
Areas to visit – KFCB offices on 14th & 15th Floors Uchumi House; Nairobi Film Centre on 1st Floor Uchumi House
- 1.6 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.7 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** provided at **Kenya Film Classification Board, Uchumi House, 15th Floor** or be addressed and posted to:

**The Chief Executive Officer
Kenya Film Classification Board
P.O. Box 44226-00100
Nairobi.**

so as to be received on or before **23rd April, 2019 at 11.00a.m.**

- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Boardroom, Uchumi House 14th Floor.

**CHIEF EXECUTIVE OFFICER
KENYA FILM CLASSIFICATION BOARD**

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers	5
2.2	Cost of tendering	5
2.3	Contents of tender documents	5
2.4	Clarification of Tender documents	6
2.5	Amendment of tender documents	6
2.6	Language of tenders	6
2.7	Documents comprising the tender	6
2.8	Form of tender	7
2.9	Tender prices	7
2.10	Tender currencies	7
2.11	Tenderers eligibility and qualifications	7
2.12	Tender security	8
2.13	Validity of tenders	9
2.14	Format and signing of tenders	9
2.15	Sealing and marking of tenders	9
2.16	Deadline for submission of tenders	9
2.17	Modification and withdrawal of tenders	10
2.18	Opening of tenders	10
2.19	Clarification of tenders	11
2.20	Preliminary Examination	11
2.21	Conversion to other currencies	11
2.22	Evaluation and comparison of tenders	12
2.23	Contacting the procuring entity	13
2.24	Award criteria	13
2.25	Notification of award	13
2.26	Signing of Contract	14
2.27	Performance security	14
2.28	Corrupt or fraudulent practices	14

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. 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) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - Vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

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

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

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

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

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

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

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; **or**
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30, **or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare One copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.
- 2.14.2 The original 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 the tender in an envelope, duly marking the envelopes as "ORIGINAL and shall:
- (a) Be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) Bear, tender number and name in the invitation to tender and the words:
"DO NOT OPEN BEFORE 23rd April 2019 at 11.00 a.m."
- 2.15.2 The envelope 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 envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified in the appendix to instructions to tenderers no later than **23rd April 2019 at 11.00 a.m**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **23rd April 2019 at 11.00 a.m** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

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

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

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

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

2.28.3 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 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms Offering Cleaning Services in Kenya and registered under the AGPO special groups.
2.2.2	Price to be charged for tender documents. Ksh. 1,000/- for hard copy or downloaded free of charge from www.kfcb.co.ke
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.22 below
2.12.1	Particulars of tender security if applicable. None
2.13	Validity of Tenders 90 days after date of Tender Opening.
2.14.1	Copies of Tender Documents to be Submitted: One (1) original copy only.
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The Kenya Film Classification Board's Offices, 15 th floor, Uchumi House, Aga Khan Walk, Nairobi or be addressed to: The Chief Executive Officer, Kenya Film Classification Board, P. O. Box 44226 - 00100 NAIROBI Marked Tender No. and Name
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Supply Chain Management office.
2.22	Evaluation and comparison of Tenders: a)Mandatory Requirements (MR) The following requirements must be met by the tenderer 1. Must submit a copy of valid certificate on access to Government Procurement opportunities (AGPO) from the National Treasury. 2. Must submit a copy of Valid Tax Compliance certificate from Kenya Revenue Authority

	<p>3. Must submit a copy of Registration/Incorporation Certificate</p> <p>4. Must Fill the Form of Tender in the Format provided</p> <p>5. Must Fill the Price Schedule in the Format provided</p> <p>6. Must submit a duly filled Confidential Business Questionnaire in the format provided</p> <p>7. The submitted tender document must be serialized/paginated</p> <p>9. Must have visited the site in Nairobi.</p> <p>Note: At this stage, the tenderer's submission will either be responsive or non responsive. The non responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>			
	<p>b) Technical Scores (TS)</p> <p>This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)</p>			
	No.	Evaluation Attribute	Weighting Score	Max. Score
	T.S. 1	Registration by NSSF as an employer	Provide the certificate	3
	T.S. 2	Registration by NHIF as an employer	Provide the certificate	3
	T.S. 3	NEMA License	Provide copy	2
	T.S. 4	Detailed cleaning work plan	Provide details of how cleaning will be carried out throughout the day.	10
	T.S. 5	No of Cleaning staff to be deployed directly to KFCB office	□Minimum 4 Must confirm inclusion of a qualified supervisor	10
	T.S. 6	Cleaning Equipment and accessories owned by the firm and to be directly assigned to KFCB during the contract period.	Provide details / list of at least four (4) equipment and accessories and explain what they will be used for.	12
	T.S. 7	Detergents / Chemicals to be used for cleaning	Provide List	10
	T.S. 8	Indicate any safety procedures such as Caution signs etc that will be used during cleaning	Provide a list/write up	5
	T.S. 9	Submit a Sample checklist for cleaning services for the different areas	A simplified measurable tool to demonstrate constant supervision for efficiency.	5
	T.S. 10	Past experience	Provide documentary evidence e.g LSOs, Contracts, Letter of recommendation	10
	TOTAL			70

Only bidders who score 50 and above will be subjected to financial evaluation. Those who score below 50 will be eliminated at this stage from the entire evaluation process and will not be considered further.

c) **Financial Score (FS)**

The formulae for determining the Financial Score (FS) shall be as follows:-

$FS = 100 \times \frac{FM}{F}$ where FS is the financial score; Fm is the lowest priced bidder and F is the price of the bidder under consideration.

d) **Combined Technical and Financial Scores (S)**

Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated below. The combined technical and financial score, S, shall be calculated as follows:-

$$S = TS \times T \% + FS \times P \%$$

Weighting

$$T = 0.70$$

$$P = 0.30$$

2.24	Particulars of post – qualification if applicable. KFCB may inspect the premises and confirm details
2.24.4	Award Criteria: The firm achieving the highest combined technical and financial score will be awarded the contract.
Other's as necessary	Complete as necessary. Bidders are hereby notified that due diligence may be carried out on information provided by the bidders. Any false information provided will lead to automatic disqualification. Prior to the signing of the contract the successful bidder will be required to submit/agree with the Contract Manager on a Performance Monitoring tool.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

These General Conditions shall apply to the extent that they are not superceded 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 Patent Right’s

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

3.5 Performance Security

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

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

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

- 3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as

the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION 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
3.7	Specify method Payments. Payments to be made on quarterly basis after the services have been rendered and invoices certified for payment.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of client. Client: Kenya Film Classification Board Uchumi House, 15th Floor P. O. Box 44226-00100 Nairobi
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

A) SERVICES

The Board seeks to procure a firm to provide cleaning, sanitary and fumigation services for a period of two years.

The contractor shall be responsible for the efficient performance of the services and for the good conduct of his employees whenever they carry out cleaning works in the office.

B) PERSONNEL

A sufficient number of cleaners should be maintained by the contractor at all times (at least a minimum of 12- excluding the supervisor; 6no cleaners for the offices and 6no cleaners for the NFC) with clear allocation of duties. Additional cleaners may be requested for the NFC on need basis. The contractor should obey the gender balance rule and in addition, deploy only female or only male cleaners to the respective washrooms.

The contractor should have adequate staff for replacement on unsatisfactory performance, sickness, absence or any other reason and also for additions as may be required. It is expected that during the site visit, the contractor will evaluate the scope of works and provide an analysis of the staff required to undertake the tasks.

Further, the contractor should deploy only staff whom he has a thorough knowledge of and where required, should provide certificate of good conduct.

The contractor shall be expected to pay his employees on time and in accordance with existing labour laws to avoid any disruptions in service provision due to employee boycotts.

C) CLEANING MATERIALS AND EQUIPMENT

The Contractor will be expected to provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard and suitable for use in the office.

The contractor shall also provide water storage containers in case of occasional water shortages.

D) UNIFORM

The Contractor will provide clean and tidy uniforms for all his employees. The uniform must be worn at all times by all employees who are engaged to carry out the works.

E) SERVICE STANDARDS

The contractor shall be expected to provide high quality service and ensuring to use desirable detergents so as to avoid damage to any surfaces and equipment. The appointed supervisor shall ensure services are rendered satisfactorily, maintain high level of cleanliness throughout the day, verify and monitor staff attendance/availability, promptly handle any complaints from the Board and be in constant consultation with the contract manager.

F) **HOURS OF BUSINESS**

The successful tenderer shall provide the services throughout the day from 6.00am to 4.00pm during weekdays. Other scheduled cleanings will take place on Friday evenings or Saturdays from 7.00am to 1pm or as advised by the contract manager.

The NFC is a premise that may be used at any time, both day and night. The contractor shall therefore be expected to provide cleaning services as required including after office working hours whenever the facility is in use. The contract manager shall provide the schedule of activities to the contractor in good time for proper planning.

SECTION VI - DESCRIPTION OF SERVICES

The Kenya Film Classification Board has its offices on part of 14th floor (measures approximately 4,492 sq ft) and the whole of 15th floor (measures approximately 5,650 Sq. Ft) of Uchumi House, Aga Khan Walk, Nairobi. In addition, it has possession of the Nairobi Film Centre (formerly Nairobi Cinema) on the 1st floor. The total area measures approximately -- 14904 sq ft. The offices are mostly open space with partitions and have a mixture of carpet and tiled floors with gypsum ceiling and walls in some areas. The office of the CEO has a washroom. The NFC floor is a mixture of carpet, tiled, terrazzo and concrete slabs. It has a total of 15no washrooms on two floors: on the 1st floor – 5no Gents, 1no urinal and 6no ladies; on the 2nd floor – 1no VIP toilet, 1no executive toilet and 1no toilet for Persons with Disability. The cleaning of the washrooms on the 14th and 15th floors is provided for by the landlord of the property hence not part of this contract.

DETAILS OF SERVICES TO BE OFFERED ARE AS FOLLOWS

The service provider should be able to provide the following services:

- a) Vacuum/ hovering of carpeted surfaces (CEO's office, Managers' offices, Boardrooms, Mini Theatre, Cinema Theatre and the corridors) daily.
- b) Cleaning of tiled and terrazzo floor areas daily at least once every morning and continuous on need basis
- c) Polishing the terrazzo floor at Nairobi Film Centre.
- d) Shampoo the carpets (CEO's office, Managers' offices, Boardrooms, Mini Theatre, Cinema Theatre and the corridors) once a month
- e) Removal of stains when necessary
- f) Empty waste baskets, sweep and Mop at least once every morning and continuous on need basis.
- g) Dusting of padded walls (CEO's office, Managers' offices, Boardrooms, Mini Theatre and Cinema Theatre) once a week.
- h) Clean, sanitize and polish telephones, light switches and door handles and hinges, window sills and skirting boards daily.
- i) Dust and clean cleared surfaces of desks, tables, chairs, filing cabinets and other office furniture daily.
- j) Internal walls shall be cleaned thoroughly using appropriate detergent and soft cloth without removing or peeling of original paint.

- k) Cleaning of the external and internal windows at the NFC. The cleaning of the windows on the 14th and 15th floors is provided for by the landlord of the property hence not part of this contract.
- l) Cleaning and manning of the washrooms at all times
- m) Undertake to provide and use totally degradable plastic refuse bags for daily refuse collection. Moreover, they shall undertake to provide and use environmentally friendly cleaning products / agents / materials as required by National Environmental Management Authority.
- n) Wash the window curtains of KFCB offices after every two months and to quote the price per kilo.
- o) Report unusual occurrences, damages or malfunctions.
- p) Undertake pests control by way of fumigation in all the offices at least once every month.
- q) Provide manual labour as and when required e.g to move furniture and other office equipment within KFCB facilities.
- r) Offer other minor office support services as agreed.

Requirements for Toilets

- 1. Provision of Tissue paper – to provide tissue paper size ----- no per day/week/month and ensure continuous supply throughout the day.
- 2. Provision of air freshener ----- (describe) ----- no
- 3. Provision of liquid hand wash soap ----- (describe) ----- no
- 4. Provision of paper hand towels ----- (describe) ----- no
- 5. Provision and disposal of Sanitary Bins for Ladies Toilets 6no

Please note, the contractor is expected to quote their price per piece of each item, payment will be based on actual consumption quantities.

SECTION VII- STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **List of Clients** - The form is to be filled in the format provided
6. **Tender Securing Declaration Form** - The tenderer shall provide the tender securing declaration in the form included.
7. **Debarment** – Self declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal
8. **Corruption Declaration** –The person/tenderer will declare that it will not engage in any corrupt or fraudulent practice

4.1 FORM OF TENDER

April 2019

To: The Chief Executive Officer
Kenya Film Classification Board
P. O. Box 44226-00100
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide in conformity with the said Tender documents for the sum of [total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. 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.
6. 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.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 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 _____

2. PRICE SCHEDULE OF SERVICES

Please fill in the charges taking into account the scope of works in Section VI (Description of Services)

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)	TOTALS FOR 24 MONTHS (KSHS.)
1	Provision of Cleaning Services – quote per month			
2	Provision of Fumigation Services every quarter			
	TOTAL			

OTHER REQUIREMENTS (QUOTE PRICE PER UNIT OF ISSUE)

ITEM DESCRIPTION	UNIT	UNIT COST (KSHS.)
Washing of window curtains every two months (quote per kg)	Kg	
Provision of Tissue paper	Roll	
Provision of air freshener	No	
Provision of liquid hand wash soap	No	
Provision of paper hand towels	Pkt	
Provision and disposal of Sanitary Bins	No	

Signature and Stamp of tenderer _____

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.

3. CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract; (e)the Special Conditions of Contract; and
 - (f)The Procuring entity’s Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the

presence of _____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

s.33

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 General

Business Name
Location of Business Premises
Plot No,Street/Road
Postal addressTel No.
FaxE-MAIL:
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – Kshs.
Name of your bankers Branch
.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age.....																				
	Nationality.....Country of Origin.....																				
	Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public																				
	State the nominal and issued capital of company Nominal Kshs.																				
	Issued Kshs.																				
	Given details of all directors as follows																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

5 LIST OF CLIENTS

Indicate the details of companies in the private / public sector where you have undertaken/are undertaking services of similar nature.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

6 **TENDER SECURING DECLARATION FORM**

[The Tenderer shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of 2 years starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
 - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
 - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
 - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) Thirty days after the expiration of validity of my Tender.

Signed: [insert signature of the consultant]

Dated on day of, [insert date of signing]

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

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ 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 the Procuring entity) 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 proceeding 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 Official Stamp

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

I,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 the Procuring entity) 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 the procuring entity.

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 corrupt 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