



PUBLIC SERVICE COMMISSION

INVITATION TO TENDER

TENDER FOR THE PROVISION OF CLEANING AND SANITARY DISPOSAL SERVICES AT THE COMMISSION HOUSE

TENDER NO. PSC/02/2019-2020

PUBLIC SERVICE COMMISSION

PO BOX 30095-00100
NAIROBI

30TH JULY 2019

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SECTION I: INVITATION FOR TENDERS

DATE: 30TH July 2019

TENDER REF. NO: PSC/02/2019-2020

TENDER NAME: PROVISION OF CLEANING AND SANITARY BIN DISPOSAL SERVICES AT COMMISSION HOUSE (RESERVED FOR YOUTH WITH AGPO REGISTRATION)

1.1 Public service commission (PSC) invites sealed tenders from eligible candidates for the provision of cleaning, and sanitary disposal services at Commission House

1.2 Interested eligible candidates may obtain further information and inspect the tender documents at PSC Procurement offices on ground floor of Commission House, Room 005 during normal working hours.

1.3 Tender documents with detailed information shall be viewed and downloaded from PSC Website: www.publicservice.go.ke and National Treasury suppliers portal: <http://supplier.treasury.go.ke> websites free of charge.

Alternatively, the tender documents may be obtained from Commission House, Ground floor Room 005 upon payment of a non-refundable fee of Kshs 1,000 in cash office during office hours.

Completed documents shall be deposited in the Tender box located at the reception area on Ground Floor, Commission House, Harambee Avenue Nairobi, so as to be received on or before 13th August, 2019 at 11.00 AM and addressed to:

**The Commission Secretary/CEO
Public Service Commission
P o Box 30095-00100
Nairobi.**

1.4 Tenders received on time will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at (The Commission's Boardroom)

**Commission Secretary/CEO
Public Service Commission**

SECTION II: – INSTRUCTIONS TO TENDERERS

- 2.1 Eligible Tenderers
- 2.2 Cost of tendering
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 - (d) The Commission's right to accept or reject any or all tenders
- 2.25 Notification of award
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- 2.27 Performance security
- 2.28 Corrupt or fraudulent practices

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 Commission'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 59 of the Public Procurement and Asset Disposal Act 2015.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.5. A **MANDATORY site visit** meeting will be held at the Commission House which will be conducted on **Tuesday 6th August 2019 at 11.00 AM to 1.00PM**. The tenderer is advised to visit and examine the site and its surroundings and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender. The costs of visiting the site shall be the tenderers own responsibility. A PSC representative will be available to meet the intending tenderers at the site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits apart from the date and time indicate above.

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 Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 Tender documents with detailed information shall be viewed and downloaded from PSC Website: www.publicservice.go.ke and National Treasury suppliers portal: <http://supplier.treasury.go.ke> websites free of charge. Alternatively, the tender documents may be obtained from Commission House, Ground floor Room 005 upon payment of a non-refundable fee of Kshs 1,000 in cash office during office hours.

2.3 CONTENTS OF TENDER DOCUMENTS

2.3.1. The tender document comprises of the documents listed below and any *addenda* that maybe 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 Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Commission 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 Commission. Written copies of the Commission'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 Commission'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 Commission, 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 Commission, 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 Commission, 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 Commission 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 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 Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 TENDER SECURITY

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 Form**.

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 41 of the Public Procurement and Asset Disposal Act, 2015

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 Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the commission as nonresponsive.

2.13.2 In exceptional circumstances, the Commission 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 Commission’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, Public Service Commission 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 Public Service Commission at the address specified under paragraph 2.15.2 on or before 13th August 2019 at 11.00 AM.
- 2.16.2 The Commission 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 Commission 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 a Procurement person at the Commission house on the ground 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 Commission 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 Commission 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 Commission 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 Public Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, on **13th August 2019, Commission House, Ground Floor**. 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 Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Commission 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission'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 Commission 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 Commission 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 Commission 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 Commission'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 Commission 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 Commission'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 based on 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 PUBLIC SERVICE COMMISSION

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 Commission 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, PSC 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 consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Commission 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 Commission 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 Commission 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 Commission's action. If the Commission determines that none of the tenderers is responsive; The Commission 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) **Public Service Commission's Right to Vary quantities**

2.24.4: The Commission 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) **Public Service Commission's Right to Accept or Reject any or All Tenders**

2.24.5: The Commission 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 Commission's action.

2.25 NOTIFICATION OF AWARD

2.25.1 Prior to the expiration of the period of tender validity, The Commission 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 Public Service Commission. 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 Commission 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 Commission notifies the successful tenderer that its tender has been accepted, The Commission 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 Commission.

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 Not Applicable

2.28 CORRUPT OR FRAUDULENT PRACTICES

2.28.1 Public Service Commission 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 Commission 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
1. <i>The address of submission of tenders:</i>	The Commission Secretary/CEO Public Service Commission P.O. Box 30095-00100, Nairobi. Commission House, Harambe Avenue
1.5 Bulky Tenders	Bulky tenders which will not fit in the tender box shall be delivered and deposited in the address given where the deliverer shall sign in a register.
2.1: Eligible Tenderers	Youth AGPO Registered Business Entities
2.10: Tender Currencies	<i>All prices shall be quoted in Kenya shillings or conversion of a single currency will apply</i>
2.11: Tender eligibility and qualifications	<i>All tenderers who meet requirements as indicated in the tender document</i>
2.12: Tender Security	Fill the tender securing declaration form (Attached below)
2.13: Tender Validity	<i>The tender validity is 90 days from the date of submission of the tenders</i>
2.27: Performance Security	Not Applicable
2.22: Evaluation and Comparison of Tenders	As per the criteria outlined
Sample:	Tenderers shall submit Brochures Bins with the tender document for the purpose of evaluations
Contract Duration	The contract shall be for one (1) year renewable at the discretion of the Commission, and on agreement between the two parties (The commission and the contractor)

EVALUATION CRITERIA.

A) **Mandatory requirements** will determine the satisfactory responsiveness of a tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non responsive and will automatically be disqualified/not to proceed for Technical Evaluation.

B) Only firms who will attain an overall score of **70% in the technical evaluation will have their financial proposal evaluated.**

Submit copies of the following **MANDATORY** documents
(Yes/No):

A: MANDATORY REQUIREMENTS

EVALUATION CRITERIA, TENDER FOR PROVISION OF CLEANING AND SANITARY DISPOSAL SERVICES AT THE COMMISSION HOUSE
Stage 1- Preliminary (Mandatory) Evaluation

	Requirements	Yes/ No
1.	Certificate of Registration/ Incorporation	
2.	Valid Certificate of Registration from National Treasury (AGPO) for Special Groups	
	Certificate of Directors and Shareholding (CR12)	
3.	Valid Kenya Revenue Authority (KRA) Tax Compliance Certificate	
4.	Valid National Environment Management Authority (NEMA) Certificate for Waste Management	
5.	Valid Pest Control License	
6.	Attach evidence that the employees have an Injury insurance cover (WIBA)	
7.	Confirmation that wages of employees are paid through a bank account (submit Bank statement)	
8.	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.	Proof of compliance with minimum wage guidelines gazette by the Government (Attach a duly certified letter from the Local Labour Office)	
12.	Must serialize/paginate/number the pages of the bid document sequentially on all pages including attachments.	
13.	Duly filled and stamped Confidential Business Questionnaire (Attached)	
14.	Duly filled Anti-Corruption Declaration Commitment Pledge (Attached)	
15.	Must attach a duly signed and stamped Site visit certificate (Evidence of Site Visit Attendance)	
16.	Certified Audited Accounts for the last (3) year 2016,2017,2018	
	Responsive (R) / Not Responsive (NR)	

Stage 2 - Technical Evaluation

	Description	Score Allocated Maximum	Score Awarded
1	Ongoing Projects		
	Proof and reference of experience in similar work scale within the last (3) years with value of each contract being over Kshs. 300,000 per month or 3.6 million per year (minimum of 4 contracts) Attach list of 4 clients. For each, provide reference letters, award letters or copy of signed contract (Five (5) marks for each reference provided.) (The Commission may confirm)	20	
2	Relevant Tools and equipment List the equipment you own and will avail for this Engagement.	10	
	Provide proof of ownership of equipment e.g. log book, Invoices, lease agreements	5	
3	Proposed personnel for the project List key personnel staff and their CVs with relevant technical qualifications	5	
	Clearly state the experience of each person	5	
	Reference letters or recommendation for the personnel Should be provided.	5	
4	Work Plan & Methodology		
	Provide a detailed cleaning schedule giving the activities to be undertaken on a daily, weekly, monthly and quarterly basis. Provide a garbage collection plan and Provide a sanitary bin disposal plan	15	
	-Provide a detailed schedule of how you propose to -Carry out the exercise at the Commission House. -Mention any other activities that may add value to cleaning services at the Commission house,	5 5	
5	Sanitary Bins Provide Brochure of Bin proposed, specifications and a license/ manufacturers authorization	10	
6	Site Visit. Provide evidence that the company has presence/ operations in Nairobi	5	
7	Financial Stability Certificate by certified auditors 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	
	TOTAL	100	

FINANCIAL EVALUATION

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 Commission

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 **Public Service Commission**
- 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 Commission’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 Commission 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 Commission'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 **Public Service Commission** and shall be returned (all copies) to The Commission on completion of the contract's or performance under the Contract if so, required by The Commission.

3.5 PATENT RIGHTS

The tenderer shall indemnify the Commission 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 Commission 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 **Public Service Commission** 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 Commission and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by the Commission 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 Commission or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Commission 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 Commission.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Commission 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 Commission.

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 Commission'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 Commission's prior written consent.

3.10 TERMINATION FOR DEFAULT

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

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

3.12 TERMINATION OF INSOLVENCY

The Commission 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 Commission.

3.13 TERMINATION FOR CONVENIENCE

3.13.1 The Commission, 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 Commission'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 Commission may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 RESOLUTION OF DISPUTES

The Commission 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 30 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	Public Service Commission P.O. Box 30095 – 00100 NAIROBI. Commission House

SEC V: DETAILS OF SERVICE AND SCHEDULE OF REQUIREMENTS

SPECIFICATIONS FOR PROVISION OF CLEANING AND SANITARY DISPOSAL SERVICES

1. PROVISION OF CLEANING SERVICES AT PUBLIC SERVICE COMMISSION HOUSE

Public Service Commission owns and manages the Commission House located along Harambee Avenue within Nairobi City.

The Commission now wishes to engage a reputable firm to offer cleaning services for a term of one (1) year renewable at the discretion of the Commission, and on agreement between the two parties i.e. The Commission and the contractor.

Below is a detailed scope of works, for guidance in the Cleaning and Sanitary Disposal Service Contract:

Services in the proposed contract will cover the following areas.

- A. All PSC Offices (interiors): Old Commission House (basement to 4th floors plus a false roof on 5th floor) and New Commission House (basement to 7th floor) along Harambee Avenue in Nairobi city Center and Bruce House leased offices (7th floor, North Wing) along Standard Street in Nairobi City Center
- B. Commission House (new and old building) common areas both internal and external including gardens, car park and surrounding compound.
- C. Provision of Sanitary Bins and disposal in all the ladies washrooms in the three buildings.
- D. Cleaning of the premises and litter collection at least quarterly.
- E. Daily cleaning, dusting, shampooing and disinfecting (thrice per day) of the gymnasium facility (7th floor, New Commission building)

A. ALL PSC OFFICES

This area includes all offices in each floor at the Commission 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. Worker's standards

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

3. Scope of Work

A. Furniture and equipment.

Desks are to be dusted every morning and all stains noted removed. Filing cabinets and computers are to be dusted daily.

Cleaning/ dusting of fluorescent tubes (inclusive of the housing and case.)

a. Dustbins/ Waste Paper Baskets

These must be emptied at least once a day (in offices) and twice a day for those in common areas.

b. Internal windows/ Glass panels

These must be wiped and shined daily. All efforts must be made to reach all parts of the windowpanes.

c. Curtains

Fabric and net curtains must be laundered quarterly in a year. Vacuum blinds must be vacuum cleaned once a week.

d. Carpets/ Floor mats

All carpeted areas must be vacuum cleaned daily 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 daily.

e. 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.

f. Restricted areas.

To be cleaned in the presence of the caretaker or 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.

g. Cleaning equipment and materials.

The contracted cleaners shall procure their own machinery of which they themselves will transport, store and use.

Firefighting hose reels within the building shall not be used for cleaning the building (If found using the firefighting hose reels within the building for cleaning purposes will automatically warrant Contract Termination)

B. COMMISSION HOUSE (NEW AND OLD BUILDING) -COMMON AREAS

This refers to all common facilities within the entire Commission House. E.g. lifts, lobby areas, fire escape stairs, washrooms, basements, loading zone, roof tops, car park.

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 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.

Stripping of all Grana (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.

All floors shall be supplied with toilet papers in the toilets. You will ensure there is always toilet paper in the washrooms (These will be provided by PSC).

Place enough quality of Hand wash cream in all the Soap Dispensers.

Place enough mothballs in all the urinals. These are to be changed every two weeks.

Clean and shine the panes of all the windows in the Commission House floors.

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

Cleaning staff

Provide enough cleaners to carry out the cleaning duties. A supervisor and the cleaning staff should always be stationed at the Commission House between 6.00 am or earlier 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 caretaker 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.

Cleaning staff shall not receive visitors at the work place.

Other Requirements

Inspections. Each week a thorough inspection will be conducted by the client representative in charge of cleaning services to determine performance of the past week. A check list shall be filled to confirm the findings of the inspection.

The contractor shall develop and place registers in all washrooms to be filled by the cleaners as they do their work. The contractor shall provide stationery for his /her staff.

C. Sanitary Bins.

You shall provide Sanitary Bins to all the Ladies wash rooms in the two office block of the Commission House and Bruce House leased offices.

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 brochures for inspection along with this tender (Bidders must clearly mark their brochures).

The bin must as a minimum possess the following features;

- o Durability
- o Aesthetically fit (nice in design)
- o Appealing in colour
- o Fragrant disinfectant powder
- o Opening by foot pedal or automated sensor touch

D) Litter collection

The litter shall not be left to accumulate to a point that it stinks.

It will be your responsibility to ensure that the garbage area is always clean and tidy.

It will be your responsibility to liaise with the local authorities or contracted waste disposal firm in so far as removal of waste from the premises is concerned.

Note that the waste will be removed from the building not less than twice a week.

COST SCHEDULE

SCHEDULE OF REQUIREMENTS

PSC/02/2019/2020 - CLEANING SERVICES SPECIFICATIONS

S/NO.	AREA/ASSIGNMENT	CLEANING METHODS	NO.	NUMBER OF CLEANERS	Rate per month inclusive of VAT	Rate per year inclusive of VAT	REMARKS
1	Basement (car park, interiors of offices, stores, registries and archives)	As per specifications above	2				
2	Ground Floors – 4 th floors (interior of offices and common)	As per specifications above	2				
3	Old building Fifth floor (false roof) – dusting and cleaning)						
4	Common areas, corridors, main staircase, lifts and fire escape routes (Tiles and terrazzo floors)	As per specifications above	2				
5	Old building floor offices (carpets and tiles)	As per specifications above	2 wings				
6	Reception, Entrance area and corridors (tiles)	As per specifications above	2				
7	New building floors, interiors of offices, board rooms and meeting rooms (carpet and tiles)	As per specifications above	1				
8	Washrooms Ladies and Gents (inside all offices and common areas)	As per specifications above	32				

9	Provision of toilet tissues to all the washrooms in all the offices, floors, toilet balls in the urinals	As per specifications above					
10	Window Cleaning (interior and exterior)	As per specifications above					
11	Sanitary Bins	As per specifications above	16				
12.	Garbage Collection	As per specifications above					
	TOTAL						

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

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: Public Service Commission
P.O. Box 30095 – 00100
NAIROBI

DATE:

RE: Tender No: PSC/02/2019-2020

Tender Name: Provision of Cleaning and Sanitary Disposal Services at the Commission House

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 [PUBLIC SERVICE COMMISSION (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 PUBLIC SERVICE COMMISSION 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) PUBLIC SERVICE COMMISSION 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 (PUBLIC SERVICE COMMISSION

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.....

Part 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.....

To: PUBLIC SERVICE COMMISSION

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: *[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: *[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]*

SECTION VII: ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Section 62 & of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E-mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

Stamp.....

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

Name/s].....

..... Being the authorized representative/
Agent of [Name of bidder]

..... participated
in the organized inspection visit of the site of the services for the PROVISION OF CLEANING
AND SANITARY DISPOSAL SERVICES AT THE PUBLIC SERVICE COMMISSION, COMMISSION
HOUSE held on.....day of.....20.....

Signed and
Stamped..... (PSC's
Representative)

.....
..... (Name of client's
Representative) (Designation)

NOTE: This form is to be completed at the time of the organized site visit. Issued by Public Service Commission