



**Procurement Reference**

**No. 69 of 2022 / 2023**

**INVITATION FOR BID**

**INDEPENDENT COMMISSION  
AGAINST CORRUPTION (ICAC)**

**BIDDING DOCUMENTS**

**P R O J E C T :**

**PROVISION OF CLEANING SERVICES**

**CONTACT**

**PHONE:**

4026600

**WEBSITE:**

[www.icac.mu](http://www.icac.mu)

**EMAIL:**

[Procurement@icac.mu](mailto:Procurement@icac.mu)

**ADDRESS:**

Réduit Triangle  
Moka

**Site Visit:**

**Friday 16 June 2023 at 10.00 hours**

**Tender close:**

**Wednesday 21 June 2023 at 14.00 hrs**

**10 June 2023**

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### ACRONYM

1. ICAC – Independent Commission Against Corruption
2. IFB – Invitation For Bid
3. ITB – Instructions To Bidders



# INDEPENDENT COMMISSION AGAINST CORRUPTION

## SECTION I

**Our Ref: ICAC/A/406/1**

10 June 2023

Dear Sir / Madam

### **Invitation For Bid (IFB)**

#### **Procurement Reference No. 69 of 2022 / 2023**

#### **Provision of Cleaning Services**

The Independent Commission Against Corruption (ICAC) invites sealed bids from qualified bidders for the **provision of cleaning services at ICAC.**

Bidding documents will be available as from **Saturday 10 June 2023** by free download from the ICAC website ([www.icac.mu](http://www.icac.mu)) and on **Monday 12 June 2023** at the ICAC Headquarters, Réduit Triangle, Moka.

Bids containing Technical Proposals and Financial Proposals in **two separate sealed envelopes** shall be **deposited** in the Tender Box situated at Ground Floor, ICAC Headquarters, Réduit Triangle, Moka not later than **Wednesday 21 June 2023 at 14.00 hours.**

Yours faithfully

A handwritten signature in blue ink, appearing to read 'D. Ramjeeawon', is written over a horizontal line.

**D. Ramjeeawon**

**For Acting Director,**

**Corporate Services Division**

## SECTION II

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. General

##### 1.0 Scope of the Bid

1.1 The ICAC invites bids for the **provision of cleaning services** at its Headquarters, Réduit Triangle, Moka, as described at Section III – **Scope of Services and Performance Specifications**.

1.2 Bidders are advised to peruse the bidding documents carefully so as to avoid rejection of their bids for non-compliance with the necessary instructions and with terms and conditions.

##### 2.0 Eligible bidders

2.1 Bidders shall not be eligible if their participation in this procurement exercise in the Republic of Mauritius is prohibited under the laws of Mauritius.

##### 3.0 Qualification of the Bidder

3.1 Bidders shall include the information and documents listed hereunder with their bids. The non-submission of the documents by the Bidder may lead to the rejection of its bid:

- (i) scanned copies of original documents defining the constitution or legal status, place of registration and principal place of business;
- (ii) scanned copies of evidence of experience in services of a similar nature and similar size as far as possible, in each of the last two years, and details of services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
- (iii) scanned copies of list of major items of resources, logistics support proposed to deploy for the execution of this contract;
- (iv) scanned copies of evidences of qualifications and experiences of supervisory personnel proposed to ensure good performance of the service;

- (v) scanned copies of reports on the financial standing of the Bidder for the last three years, such as Certified copies of Financial Statements / Audited Accounts as filed at the Registrar of Companies before the deadline set for such submission of bids;
- (vi) scanned copies of information regarding any litigation, current and during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount ; and
- (vii) scanned copies of lists of contracts that have been terminated prior to their expiry dates in the last two years and reasons for such occurrences.

#### **4.0. Cost of Bid**

- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bids and the ICAC shall in no case be responsible or liable for those costs, arising regardless of the conduct or outcome of the Invitation for Bids.

#### **5.0 Site Visit**

- 5.1 The bidder shall visit the site to be fully acquainted with the nature of the site and extent of work involved as well as any additional information that may be necessary for preparing the bid before submission of same.
- 5.2 The site visit is scheduled on **Friday 16 June 2023 at 10. 00 hours.**
- 5.3 A **Site Visit Register** and a **Site Inspection Certificate** will be made available and same should be signed upon the site visit.

### **B. Bidding Documents**

#### **6.0. Examination of Bidding Documents**

- 6.1 The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the bidding documents. Failure to comply with these documents shall be at the bidder's own risk and may affect the evaluation of the bid.

## **7.0 Clarification of Bidding Documents**

- 7.1 A prospective bidder, requiring any clarification of the bidding documents, may notify the ICAC, by addressing its request to:

***The Acting Director,  
Corporate Services Division  
(Attn: Senior Officer- Procurement)  
Independent Commission Against Corruption (ICAC) Headquarters,  
Réduit Triangle, Moka.***

- 7.2 The ICAC shall respond in writing to any request for clarification of the bidding documents that it receives seven (7) days prior to the deadline for submission of bids. The response (including an explanation of the query but not identifying its source) shall be made available on the ICAC website.

## **8.0 Amendment of bidding documents**

- 8.1 No later than **seven (7) days** prior to the deadline for submission of bids, the ICAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents. All prospective bidders will be notified in writing of any amendments on the ICAC Website.
- 8.2 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their offers, the ICAC may, at its discretion, extend the deadline for the submission of bids.

## **C. Preparation of bids**

### **9.0 Language of the bid**

- 9.1 All bids, proposals and contract documents relating to the bid shall be in "English".

## 10.0 Mandatory documents comprising the bid

10.1 The bid shall comprise the following documents:

<b>1. Bidder's Eligibility and Qualifications</b>
(a) Copy of Certificate of Incorporation
(b) Copy of Certificate of Business Registration Number
(c) Current Standing Form
<b>2. Technical Proposal</b>
(d) Compliance and Specifications ( Technical Sheet)
(e) Company profile
(f) A list of at least two projects over the last three (3) years
(g) Customers' reference details
(h) Major items of resources, logistics support and equipment.
(i) Details of all contracts that have been terminated due to poor performance during the last three years
(j) Bid Submission Form for Technical proposal.
<b>3. Financial Proposal</b>
(k) Financial Bid Form
(l) Bid Submission Form containing the Financial Proposal
(m) Bid Securing Declaration

## 11.0 Technical Proposal

11.1 The Bidder shall structure the operational and technical part of its Proposal as follows:

### i. Management plan

This section shall provide a brief description of the Bidder's present activities. It should focus on services related to the Proposal.

The Bidder shall comment of its experience in similar projects and identify the persons(s) representing the Bidder in any future dealing with the ICAC.

ii. **Resource plan**

This plan shall fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

iii. **Proposed Plan of Work**

This section shall demonstrate the Bidder's responsiveness to the specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed, and demonstrating how the proposed methodology meets or exceeds the requirements. The Bidder must submit a detailed staff management plan and cleaning plan, including the number of staff, their task, and timelines for performing cleaning tasks as outlined in Section III. In addition to the above information, as a minimum, the Bidder must submit the following documentation:

- a. Number of qualified cleaning staff (Male / Female) available, including their level of experience;
- b. Confirmation that the Service Provider is able to supply ex-stock cleaning materials and consumables, including specifications of the proposed cleaning materials and consumables :
  - (i) Vacuum cleaners with clean air filter;
  - (ii) Rubbish carts;
  - (iii) Pressure washer, dusters, brooms, brushers, buckets and mops;
  - (iv) Liquid detergents and cleaning.
- c. Detailed staff work plans for cleaning work including time staff will spend performing the tasks listed in the Scope of Services and Performance Specifications.
- d. Information of how the Service Provider will manage the provision of replacement cleaning staff during sick leave and annual leave.
- e. Client reference list, including contact details, and
- f. List of major recent contracts.

It is essential for the technical proposal to comprise detailed information on the requirements listed above. Non – submission of these information or submission of incomplete information could prove to be detrimental to the Bidder's proposal in the evaluation.



## **12.0 Bid Prices**

- 12.1 Bids shall be priced in Mauritian Rupees.
- 12.2 The Prices shall be fixed and inclusive of all taxes, duties and other levies payable by the bidder under the contract.
- 12.3 The prices shall be quoted in figures and words and legibly written without any over writing.

## **13.0 Contract period**

- 13.1 The contract shall be on fixed rate for an initial **period of 12 months**, renewable thereafter for an **additional period of two years** on an annual basis subject to the bidder **having performed satisfactorily during the last twelve months**.

## **14.0 Period of Validity of Bids**

- 14.1 Bids shall remain valid for **120 days** after the deadline set for bid submission.
- 14.2 A bid valid for a shorter period may be rejected as non-responsive.
- 14.3 In exceptional circumstances, the ICAC may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their bids.

## **15.0 Bid Security Declaration**

- 15.1 Bidders shall be aware of the content of the Bid Securing Declaration attached to the Bid Submission Form and shall subscribe to it by filling in.
- 15.2 If a Bid Securing Declaration is executed the bidder may be disqualified to be awarded a contract for a period of time as determined by the ICAC.

## **D. Submission of bids**

### **16.0. Format and signing of bid**

- 16.1 The bidder shall prepare one original and one copy of the bid. The bid shall be typed or written in indelible ink and **shall be signed** by the bidder or a person or persons duly authorised to bind the bidder to the contract. A bid shall contain no interlineations, erasures or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled.

16.2 The bid shall be submitted in **two separate sealed envelopes** – one containing the original and copy of the **Technical proposal** and the other original and copy of **Financial proposal**- each envelope **clearly** marked with the name and address of the bidder and specifying which one contains the Technical and Financial Proposals. The two envelopes shall be inserted in one single envelope marked with the name and address of the bidder on the outside.

**17.0 Sealing and marking of bids**

17.1 The bidder shall seal the inner and outer envelopes.

17.2 The outer envelope shall be:

(a) Addressed to:

*The Acting Director,  
Corporate Services Division,  
Independent Commission Against Corruption (ICAC) Headquarters,  
Réduit Triangle, Moka.*

(b) Marked with: –

**"INVITATION FOR BID"  
"Provision of cleaning services" and  
"DO NOT OPEN TILL Wednesday 21 June 2023."**

**18.0 Deadline for Submission of Bids / Late Bids**

18.1 Bids shall be deposited in the Tender Box situated at the ground floor, Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, not later than **Wednesday 21 June 2023 at 14.00 hours**.

18.2 The ICAC may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Clause 8.0 of Instructions to Bidders, in which case all rights and obligations of the ICAC and bidders previously subject to the deadline shall thereafter be subject to the extended deadline.

18.3 Any bid received by the ICAC after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

**19.0. Modification, Substitution and Withdrawal of Bids:**

- 19.1 The bidder may modify, substitute or withdraw its bid after submission, provided that the bidder notifies the ICAC in writing of the modification, substitution and withdrawal prior to the deadline for submission. No bid shall be modified, substituted or withdrawn after the deadline for submission of bids.

**E. Opening and Evaluation of Bids**

**20.0 Opening of Bids**

- 20.1 The bids shall be opened at Independent Commission Against Corruption (ICAC) Headquarters, Réduit Triangle, Moka, **on Wednesday 21 June 2023 14.00 hours.**
- 20.2 The envelopes containing the **technical proposals** shall be opened on the date, time and place specified in the bidding documents. **The financial proposals shall be kept unopened in a secure place.**
- 20.3 The bidders' names, bid modifications, substitutions or withdrawals, and such other details as the ICAC, at its discretion, may consider appropriate, shall be noted at the opening. No bid shall be rejected at the Bid Opening, except for bids received after the deadline for submission, which, in such case, shall be returned unopened to the Bidder pursuant to clause 18.3 of Instructions to Bidders.
- 20.4 Bids (and modifications sent pursuant to clause 19 of Instructions to Bidders) that are not opened at Bid Opening shall not be considered for any evaluation. Withdrawn bids shall be returned unopened to the bidders.

**21.0 Preliminary Examination**

- 21.1 Prior to the detailed evaluation, the ICAC shall determine whether each bid is in conformity to the IFB and to all the terms and conditions of the ITB.
- 21.2 The ICAC shall examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.3 A bid which is not in conformity with the IFB and ITB shall be rejected by the ICAC and shall not subsequently be made responsive by the bidder by correction of the non-conformity.

21.4 Some of the grounds on which the bid can be rejected at the preliminary examination are as follows:

- (i) Bid is submitted after the deadline for submission
- (ii) Bid is not submitted to the correct physical address
- (iii) Bid is not signed as per instructions in the ITB
- (iv) A Mandatory document has not been submitted
- (v) Documents do not address each point of the mandatory evaluation criteria
- (vi) Bidders do not offer goods or services which have been specifically requested by ICAC
- (vii) Failure to enclose the signed Bid Submission Form.

## **22.0 Technical Conformity**

22.1 Determination of technical responsiveness shall be based on compliance with the content of the bid itself and as indicated in the following evaluation criteria:

- (1) Compliance with requirements relating to Scope of services and Performance Specifications (as per Section III)
- (2) Compliance with General Conditions specified in the bidding documents.
- (3) Compliance with administrative requirements specified in the bidding documents.
- (4) Compliance with legal requirements. Availability of documents confirming compliance of the Bidder to the requirements of the ITB.

22.2 Bids shall then be assessed in respect of its technical conformity with specified requirements. The Technical Proposals shall be evaluated as per a marking system as indicated in Section VII. Only those having scored the minimum pass mark or more will be retained for financial evaluation.

## **23.0 Correction of Errors**

23.1 Bids determined to be substantially responsive shall be checked for any arithmetic error. Errors shall be corrected as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the ICAC there is an obviously gross

misplacement of the decimal point in the unit rate, in which case the line total as quoted shall govern, and the unit rate shall be corrected.

- 23.2 The amount stated in the bid shall be adjusted by the ICAC in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Securing Declaration exercised in accordance with ITB Clause 15.

#### **24.0 Evaluation and Comparison of Financial Proposals**

- 24.1 The ICAC shall evaluate and compare only those bids that have score minimum pass mark.
- 24.2 In evaluating the bids, the ICAC will determine for each bid the evaluated bid price by adjusting for errors pursuant to ITB Clause 23.

#### **25.0 Process to be Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the ICAC's processing of bids or award decisions, may result in the rejection of his bid.

#### **26.0 Clarification of Bids**

- 26.1 To assist in the examination, evaluation and comparison of bids, the ICAC may at its discretion ask the bidder for clarification of its technical proposal. The request for clarification and the response shall be in writing and no change in the substance of the bid shall be sought, offered or permitted.
- 26.2 Any clarification submitted by a Bidder that is not in response to a request by the ICAC shall not be considered. If a Bidder does not provide clarifications of its bid by the date and time set in the ICAC's request for clarification, its bid may be rejected.

**F. Award of Contract**

**27.0 Award of Criteria**

27.1 The ICAC shall establish a list of preferred bidders in the order of highest score following the evaluation on the marking system. The Contract shall be awarded to the bidder having submitted the most substantially responsive bid which meets the qualification criteria specified in the bidding documents.

**28.0 Rights of the ICAC**

28.1 The ICAC reserves the right to accept or reject any bid, to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder(s).

**29.0 Notification of Award**

29.1 Prior to the expiration of the period of bid's validity, the ICAC shall notify the successful bidder of its selection for award while at the same time informing the unsuccessful bidders of the name of the selected bidder and the amount of the contract. The contract period and renewal conditions, if any, shall be as defined in the Bid Data Sheet.

**30.0 Signing of the Contract**

30.1 Within 30 days of receipt of the Contract the successful bidder shall sign, date and return it to the ICAC.

**31.0 Debriefing**

31.1 The ICAC shall promptly respond to the requests for debriefing made by unsuccessful bidders within 30 days from the date of notification of award.

## SECTION III

### Scope of Service and Performance Specifications

#### A. Office Cleaning Services

##### 1.0 Purpose of the service

1.1 The ICAC requires the Service Provider to provide general Office Cleaning to its Headquarters, Réduit Triangle, Moka to the highest industry standards.

1.2 It is for Service Provider to determine its strategy in terms of human resources and equipment to deploy within the working hours.

2.0 The areas to provide cleaning services are follows:

##### (a) **Building**

- (i) Ground floor;
- (ii) First floor;
- (iii) Second floor;
- (iv) Fourth floor; and
- (v) Basement

##### (b) **Canteen**

##### (c) **Police Post**

##### (d) **Yard**

#### 4.0 Cleaning of Building Interior & Exterior

All work should be undertaken in accordance with recognized best practice in the industry and with the applicable Occupational Safety and Health Legislations. The Service Provider is responsible for the maintenance of the minimum standards of cleaning and performance quality set forth in this document, regardless of the staff absences through sickness or holidays. The surface of the floor must be completely free of dust, stains, paint, stripes, shoe marks, anything spilt and any other blemish that can be removed with standard industry techniques. Any defects noticed by cleaners must be registered and reported to the Client cleaning supervisor so that the necessary measures can be taken.

## **5.0 Schedule on weekdays**

- 5.1 Office cleaning should take place on weekdays, Monday to Friday, between the hours of **06:45am to 08:00am**.
- 5.2 The number of cleaners shall be not less than two on each level of the building to ensure that all the daily cleaning works are completed before 08.00 hours to the satisfaction of the ICAC.
- 5.3 At least **two cleaners** (one Male and One Female) shall be on the site from **8.00 hours to 16.00 hours** to attend to cleaning works,
- 5.4 A Supervisor other than a cleaner shall be present as from 06.30 hours to 08.00 hours daily to supervise and closely monitor the cleaning exercise.
- 5.5 The supervisor and cleaners should compulsorily fill in and sign the ICAC Attendance Register daily

## **6.0 General Cleaning Specifications**

### **Daily Cleaning Activities:**

- All rubbish bins and plastic bags emptied and the bag replaced.
- Horizontal surfaces that are clear of obstructions should be dusted or vacuum cleaned.
- Visible dirt, shoe marks should be vacuumed cleaned or washed from floor surfaces.
- Glass doors in front of reception cleaned to remove all visible marks.
- Stair surfaces and elevators cleaned to remove all signs of visible dirt and shoe marks.
- All sanitary ware (washbasins, WC pans, urinals) and mirrors in the Toilets should be cleaned to remove all traces of visible dirt.
- Garbage bin in Toilets emptied and toilet floors washed to remove all traces of visible dirt.
- Toilet consumables (toilet paper, hand towels and liquid soap) re-stocked.
- Cleaning of the outside grounds and ensuring the outside grounds within the ICAC's compound are tidy and free from debris, rubbish, leaves, etc.
  
- Within the office building (First floor to fourth floor and basement)
  - Ensure that all areas are free from foul or unpleasant odour;
  - Ensure that all polish or smooth flooring retain their original gloss;
  - Cleaning of tiles flooring;
  - Cleaning of SPC flooring;
  - Cleaning of lift / lift lobbies;
  - Cleaning of stairs and hand rails;
  - Cleaning of fire exit monthly;
  - Provision of plastic bins for waste;
  - Daily emptying of paper cuts from paper shredders;
  - Daily cleaning of interior wooden doors, aluminum doors and aluminum partitioning;



- Emptying of waste bins twice daily;
- Collect and dispose all rubbish, dirt, waste material or refuse from the office to the place designated for this purpose daily;
- Daily cleaning of floors using necessary detergent material;
- Daily sweeping and Mopping ;
- Machine scrubbing , stripping and Polishing on a weekly basis; and
- Ensuring that floor are always dry.
  
- **Washrooms**
- Daily cleaning of floors using necessary detergent material ;
- Daily sweeping and Mopping ;
- Disinfecting using appropriate solutions;
- Daily cleaning of toilet vase;
- Daily cleaning of Urinals;
- Supply urinal naphthalene balls, airfreshners or alternatives
- Machine scrubbing , stripping and Polishing on weekly basis;
- Daily cleaning of wash basins ( Ceramic)
- Ensuring that floor are always dry.
- Cleaning of mirrors, dispenses and all toilet fittings with detergent ; and
- Any system failure causing leakage / spillage of water in any of the areas to be reported immediately;
- Wall – wipe with detergent to remove all marks and stains.
- Cleaning of hand dryers
- Cleaning of water traps
- Ensure that the toilets are kept clean throughout the whole day
  
- **Windows**
- Cleaning of internal window panes weekly; and
- Cleaning of external window panes in the ground floor
  
- Doors and Partitioning
- Daily cleaning of wooden doors, aluminum doors and aluminium partitioning
  
- **Kitchen**
- Daily cleaning of floors using necessary detergent material ;
- Daily sweeping and Mopping ;
- Daily Emptying waste baskets; and
- Daily cleaning of wash basins and platform (Ceramic).
  
- **Lecture Theatre**
- Vacuum cleaning of moquette in the lecture theatre ;
- Cleaning of open stage
- Cleaning of doors
  
- **Basement/ Underground parking**
- Cleaning of underground parking;
- Cleaning of lift / lift lobby;
- Daily cleaning of aluminium doors, windows and partitioning

- **Canteen**
- Daily cleaning of floors using necessary detergent material
- Daily sweeping and Mopping
- Daily Emptying waste baskets
- Cleaning of window panes weekly basis
- Cleaning of kitchen and toilets
  
- **Police Post**
- Daily cleaning of floors using necessary detergent material ;
- Daily sweeping and Mopping ;
- Daily Emptying waste baskets
- Cleaning of window panes weekly basis
  
- **Yard**
- Mowing of lawn;
- Trimming of bushes
- Disposal of yard waste; and
- Maintenance of Plants and Trees ( watering, weeding, trimming and spraying of nutrients)

#### **7.0 Cleaning Activities on Saturdays**

- Cleaning of underground parking on Saturdays.
- General Cleaning of interior building
- General cleaning of Toilets including machine scrubbing, stripping and Polishing, clean/disinfect all sanitary ware and mirrors cleaned to remove all traces of visible dirt.
- Pressure cleaning of concrete floor in front of building, Canteen and Police Post.

#### **8.0 Schedule of Works on a Fortnightly Basis (date and time to be fixed in consultation with the ICAC)**

- Mowing of lawn and clearing of weeds (cut grass and weeds to be removed immediately after the mowing exercise)
- Maintenance of Plants and others (watering, weeding, trimming and spraying of nutrients)

#### **9.0 Schedule of Works on a Monthly Basis (date and time to be fixed in consultation with the ICAC)**

- Clearing of bushes and weeds outside the wall fence (2 m from perimeter wall / fence).

**10.0 Schedule of Works on a Quarterly Basis (date and time to be fixed in consultation with the ICAC)**

- Cleaning of Roof of the building.

**11.0 Cleaning Equipment and Cleaning Consumables**

The Service Provider shall make available, at its own cost, all necessary equipment, machinery and materials as required to adequately perform the services including but not limited to:

- Vacuum Cleaners with clean air filter
- Rubbish carts
- Dusters, brooms, brushes, buckets and mops
- Pressure washer

**12.0 Wearing of uniform**

- All cleaners shall wear uniform during the performance of the services.

**13.0 The Service Provider shall submit the following information to the ICAC prior to the execution of the contract:**

- the name of the supervisor and contact number;
- a complete list of cleaners, together with their full particulars (name, address, ID Number, photographs); and

**14.0 LIST OF CHEMICALS AND MATERIALS USED IN PROVISION OF SERVICES**

- Multipurpose detergents :- For general cleaning of all surfaces;
- Disinfectants solutions :- For the disinfecting of all surface and washroom;
- Emulsion polish :- For the polishing of SPC and granite floor;
- Heavy duty wax polish :- For polishing of wooden floors; and
- Window gloss:- For cleaning of office windows, partitions and doors

**15.0 The Service Provider shall ensure that every Cleaner is punctual and fit to carry out his duties and:**

- does not consume liquor whilst on duty;
- does not invite any person to visit him or meet him whilst on duty;
- does not conduct or behave himself in a disorderly manner whilst on duty;
- is professionally trained in his job; and
- has no criminal record.

**SECTION IV**

**BID SUBMISSION FORM FOR TECHNICAL PROPOSAL**

(TO BE FILLED BY THE BIDDER AND SUBMITTED AS THE TECHNICAL PROPOSAL)

1. Name and address of Bidder: .....  
.....  
.....
2. Telephone No. ....
3. Mobile Phone No. ....
4. Fax No. ....                      5. E-mail address .....
6. Having examined the bidding documents, including Addendum, the receipt of which is hereby acknowledged, I am / we are submitting our Technical proposal for the provision of Cleaning Services, as described above in response to the Invitation for Bids.
7. I am/ we are also enclosing the **Management plan, the Resource plan and the Plan of Work**. I/we propose to execute to suit your requirements.
8. I/ We confirm that I am/ we are eligible to participate in this bidding exercise and meet the eligibility criteria specified on Instructions To Bidders.
9. This bid shall remain valid for a period of **120 days** as from the deadline set for the submission of bids.

Name of Bidder: .....

Signature of Bidder: .....

Position in company (if applicable): .....

Date: .....

**SECTION V  
FINANCIAL BID FORM**

**PRICE ACTIVITY SCHEDULE OF SERVICES**

Item No.	Description	Monthly Price Including VAT	Yearly Including VAT
<b>1</b>	<b>Cleaning of building</b>		
(i)	Ground Floor		
(ii)	First Floor		
(iii)	Second Floor		
(iv)	Third Floor		
(v)	Top roof		
(vi)	Basement		
<b>2</b>	<b>Cleaning of Canteen</b>		
<b>3</b>	<b>Cleaning of Police Post</b>		
<b>4</b>	<b>Cleaning of Yard</b>		
<b>5</b>	Total amount quoted in figures (Including VAT of 15 %)		
<b>6</b>	Total amount quoted in figures		
<b>7</b>	<b>Total amount quoted in words (Monthly).....</b> ..... .....		
<b>8</b>	<b>Total amount quoted in words (Yearly) .....</b> ..... .....		

**SECTION VI**  
**BID SUBMISSION FORM FOR FINANCIAL PROPOSAL**

(TO BE FILLED BY THE BIDDER AND SUBMITTED AS THE TECHNICAL PROPOSAL)

1. Name and address of Bidder: .....
2. Telephone No: ..... 3. Mobile Phone No: .....
3. Fax No: ..... 5. E-mail address: .....
6. Having examined the bidding documents, including Addendum, the receipt of which is hereby acknowledged, I am /We are submitting our **Financial proposal for the provision of Cleaning Services**, as described above in response to the Invitation for Bids.
7. I / we undertake to **provide cleaning services at ICAC**, for the total price of .....  
.....(Monthly), .....(Yearly),  
inclusive of VAT.
8. We **confirm** that we are eligible to participate in this Bidding exercise and meet the **eligibility criteria specified in Section II: Instructions to Bidders**.
9. Our Bid shall be valid for a period of **one hundred and twenty (120) days** from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
10. We understand that this Bid, together with the Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
11. We confirm that our prices quoted in the *Financial Bid Form* are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the Bid validity.
12. We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the Bidding process and contract execution:
  - (i) We shall not, directly or through any person or firm, offer, promise or give to any of the ICAC's employees involved in the Bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the contract.

- (ii) We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the Bidding process.
- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such Bidders.

- 13. We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions mentioned therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- 14. If our Bid is accepted, we will provide the specified performance security and Guarantee period.
- 15. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid you may receive; and
- 16. If the contract is awarded, the person named below shall act as representative.

**Name:** .....

**In capacity of:** .....

**Signed:** .....

**Duly Authorised to sign the Bid for and on behalf of:** .....

**Name of Directors/Shareholders of the Company:** .....

.....

.....

**Date:** .....

**Seal of the Company:**.....

**BID SECURING DECLARATION**

By subscribing to the undertakings of the Bid Submission Form:

I/We\* accept that I/we\* may be disqualified from Bidding for any contract with **ICAC** for the period of time that may be determined by the **ICAC**, if I am/we are\* in breach of any obligation under the Bid conditions, because I/we\*:

- (a) have modified or withdrawn my/our\* Bid after the deadline for submission of Bids during the period of Bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the **ICAC** during the period of Bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful Bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

*In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.*

<b>Name</b>		<b>Signature</b>	
<b>Position</b>		<b>Date</b>	
<b>Name of Company</b>		<b>Telephone/ Fax/E-mail</b>	
<b>Address</b>		<b>Company Seal</b>	



## SECTION VII

### Evaluation Criteria

The marking table that follows shall be used to evaluate the Technical Competence of the Bidder to provide cleaning services and the minimum pass mark shall reflect the quality of service required. The pass mark shall be **70%** of the maximum marks allocated.

	<b>Rating Factors</b>	<b>Weight</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Company profile and Experience</b>		
(i)	Profile and insight of activities	<b>20</b>	
(ii)	Experience in providing cleaning services to businesses/companies and public Body	<b>20</b>	
(iii)	References	<b>10</b>	
<b>2</b>	<b>Site Management and organization / Methodology and Management Approach</b>		
(i)	Methodology and site management for efficient cleaning services	<b>20</b>	
(ii)	key personnel	<b>10</b>	
<b>3</b>	<b>Logistics</b>		
(i)	Major items of resources , logistic support and equipment	<b>10</b>	
(ii)	Means of identification of cleaning personnel (Uniform, badge, identity card etc.)	<b>10</b>	
	<b>TOTAL MARKS – Technical</b>		

**SECTION VIII**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 Effectiveness of Contract**

- 1.1 This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance.

**2.0 Commencement of Services**

- 2.1 Before commencement of the services, the Service Provider shall submit to the ICAC for approval a program showing the general arrangement for cleaning, Human Resources and Logistics.
- 2.2 The Services shall be carried out in accordance with the approved Program as updated.
- 2.3 The Service Provider shall start carrying out the Services fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the Letter of Acceptance

**3.0 Intended Completion Date**

- 3.1 Unless terminated earlier pursuant to Sub- Clause 7.1, the Service Provider shall complete the activities by the date of expiry of the annual contract or for an additional period of twelve (12) months thereafter, if the contract is renewed at the ICAC'S discretion.

**4.0 Modification**

- 4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the services or the Contract Price, may only be made by written agreement between the Parties.

**5.0 Force Majeure**

- 5.1 For the purpose of this Contract "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible between the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## **6.0 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party.

## **7.0 Termination**

7.1 The ICAC may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub- Clause:

- (a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract, within a prescribed time or after being notified or within any further period as the ICAC may have subsequently approved in writing;
- (b) if, the Service Provider becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period not less than seven (7) days; or
- (d) If the Service Provider, in the judgement of the ICAC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub – Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

7.2 Notwithstanding Sub- clause 7.1, the ICAC may terminate the Contract for convenience after giving thirty (30) days' notice.

## **8.0 Integrity Clause**

8.1 The Service Provider shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution:

Transgression of the above is a serious offence and appropriate actions will be taken against such Service Provider

## **9.0 Obligations of the Service Provider**

9.1 The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the ICAC, and shall at all times support and safeguard the ICAC's legitimate interests in any dealing with subcontractors or third parties.

## **10.0 Confidentiality**

10.1 The Service Provider or his personnel shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any propriety or confidential information relating to the Services, this Contract or the ICAC's business or operations without the prior written consent of the ICAC.

## **11.0 Service Provider's Actions Requiring ICAC's Prior Approval**

11.1 The Service Provider shall obtain the ICAC's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel/ Cleaners not listed in the list submitted to the ICAC.
- (c) changing the Program of activities.

## **12.0 Assignment**

12.1 The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the ICAC.

### **13.0 Insurance and Liabilities to Third Parties**

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate ICAC's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- (c) The Service Provider shall provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) For the Third Party Insurance Liability cover, the insurance policy shall:
  - (i) name the ICAC as additional insured;
  - (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer; and
  - (iii) provide that the ICAC shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

### **14.0 Tax and Duties**

- 14.1 The Service Provider shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the contract price.

### **15.0 Liquidated damages for non-Performance**

- 15.1 The Service Provider shall be liable to pay liquidated damages to the ICAC for non-performance. The ICAC may deduct the liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

### **16.0 Performance Security**

- 16.1 The successful bidder shall provide a Performance Security to the ICAC within 28 days of the receipt of Letter of Acceptance and shall be issued in an amount representing **10 %** of the Contract price by a local bank.

16.2 The successful bidder shall ensure that the Performance Guarantee remains valid throughout the duration of the contract and it shall expire 28 days after the Completion Date of the contract.

**17.0 Payments to the Service Provider**

17.1 Lump – sum Remuneration – The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump – sum.

**18.0 Contract Price**

18.1 Price shall be fixed and inclusive of all taxes.

**19.0 Terms and Conditions of Payment**

19.1 Payment will be made to the Service Provider on a monthly basis by the 8<sup>th</sup> of the following month subject to the ICAC obtaining the invoice and upon satisfaction of works carried out.

**20.0 Dispute Settlement**

20.1 Any dispute arising out of or in connection with the present Contract shall be amicably settled between the parties.

20.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party’s request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

**SECTION IX**

**CURRENT STANDING FORM**

I confirm that the company is eligible to participate in this Bidding exercise and meets the eligibility criteria at paragraph 2.0 of Instructions to Bidders at **Section II** of this bidding documents and that the company:

- (a) Was duly incorporated under the provisions of the Companies Act 2001;
- (b) The name of the company is still on the Register of Companies;
- (c) has paid all fees due and payable;
- (d) is not in receivership;
- (e) is not bankrupt;
- (f) is not in administration;
- (g) is not in the process of being wound up and dissolved; and
- (h) The office of the Registrar has not initiated any proceedings to remove the company from the Registrar.

**Name:** .....

**Signature:**.....

**In capacity of: Director of the company:** .....

**Date:** .....

**Seal of Company:** .....

## SECTION X

### BID CHECK LIST

#### Check list for submission of bids

(To be filled by bidder)

(a) Certificate of Incorporation	
(b) Certificate of Business Registration Number	
(c) Company profile	
(d) Technical documents	
(e) Qualifications and experience	
(f) Plan of works	
(g) Bid Submission Form for technical proposal	
(h) Management plan	
(i) List of at least two projects for works of similar nature	
(j) Resource plan	
(k) Current standing form	
(l) Duly signed declaration as per Annex I of Section VIII	
(m) Bid Submission Form containing the Financial Proposal	

**Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the Bidder to justify its non-submission of the above listed documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive