Recovery and Development Agency
Quick Contracting
Invitation to Tender

BOOKLET 1

NOTICES AND INSTRUCTIONS

FOR

THE DESIGN, SUPPLY AND INSTALLATION OF STADIUM LIGHTING

AT

THE A.O. SHIRLEY RECREATIONAL GROUND SITE, ROAD TOWN, TORTOLA

Recovery and Development Agency

Director of Procurement Recovery and Development Agency Ritter House Wickham's Cay II Road Town, Tortola, VG 1110 British Virgin Islands	**Invitation to Tender No. ITT/0023** Due for Return on **28 Nov 19** By **1600 hours**

NOTICES AND INSTRUCTIONS

FOR

THE DESIGN, SUPPLY AND INSTALLATION OF STADIUM LIGHTING

AT

THE A.O. SHIRLEY GROUNDS SITE,
ROAD TOWN, TORTOLA

The contents of this Invitation to Tender must not be disclosed to unauthorised persons and must be used only for the purposes of tendering. Please read these documents carefully before tendering.

1. NOTICE TO TENDERS

1.1. Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in the accompanying documents. The issue of an Invitation to Tender (ITT) is not to be construed as a commitment by the Authority to place an order as a result of the tendering exercise or at any later stage. Any expenditure, work or effort undertaken prior to contract award is accordingly a matter solely for the commercial judgement of the tenderer. The RDA also reserves the right to undertake an iterative tendering process following receipt of the tender responses. **Any clarification required in connection with this Invitation to Tender (ITT) must be sought only from the Procurement Team of the RDA as follows:**

Director of Procurement
Recovery and Development Agency
Ritter House
Wickham's Cay II,
Road Town, Tortola, VG 1110
British Virgin Islands
Email: procurement@bvirecovery.vg

Subject: ITT/0023 - Design, Supply and Installation of Stadium Lighting at the A.O. Shirley Grounds Site, Road Town, Tortola

2. INVITATION TO TENDER

2.1. The Board of the Recovery and Development Agency ('the Authority') invites you to tender, upon the basis of Booklet 2 - Conditions of Contract, for the construction of temporary wooden structures on a lump sum basis as described in the following documents:

2.1.1. Booklet 1: Invitation to Tender, Notices and Instructions

2.1.2. Booklet 2A: Conditions of Contract.

2.1.3. Booklet 2B: General Conditions of Contract

2.1.4. Booklet 3: Summary Scope of Works (SoW).

2.1.5. Booklet 4: Data Pack.

2.1.6. Booklet 5: Submission Document (Commercial - 5A & Technical – 5B).

3. SUBMISSION OF TENDERS

3.1. Tenders are to be submitted in a sealed envelope and via e-mail, to the addresses shown above, for receipt no later than the date and time stated above. The envelope bearing the label will not be opened until the date printed on it. Any request for an extension of the period for tendering must be received by the Procurement Officer, at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.

3.2. Tenderers Proposals are to be submitted in **two parts** as follows:

3.2.1. **Part A**. Part A is to comprise your Commercial (Financial) Proposal, which should include full details of the items requested in this Booklet and Booklet 5 and is to include an original signed version of the Tender Certificate. These documents are to be returned, by the time and date shown above, in a sealed envelope and via e-mail bearing the relevant ITT label and marked **'PRICED COPY'**. A template is provided in Microsoft Excel and must be used.

3.2.2. **Part B**. Part B is to comprise your Technical Proposal, which should include full details of the items requested in this Booklet. **Three hardcopies of the Technical Proposal are required**. These documents are to be returned, by the time and date shown above, in a **separate sealed envelope** bearing the relevant ITT label and marked **'UNPRICED COPY'**. A template is provided in Microsoft Word format and it is optional to use this format.

3.3. The Authority cannot undertake to give consideration to any tender submitted in a different manner or to any tender not received on time. **Part B must not contain any financial information whatsoever**.

3.4. **Adherence to the Tender Procedure.** The Tenderer should comply fully with these Notices and Instructions as **any non-compliance** with them during the tender process **may result in withdrawal of the Invitation to Tender**. The decision of the Authority in this matter is final.

3.5. **Alternative Conditions.** Tenders are to comply with the notices and instructions set out in this form and the conditions of the accompanying ITT documents. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

3.6. **Communication During the Tender Period/Tender Queries**

3.6.1. During the Tender Period, contractual and technical queries must be referred in writing to the address given not less than 10 days before the Tender Return Date.

3.6.2. Any request for an extension of the period for tendering must be received by the Procurement Officer at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.

3.7. **Delivery of Tenders**

3.7.1. It is your responsibility, as Tenderer, to make sure that your Tender arrives at the address and e-mail shown by the time specified for return of Tenders. Faxed or telephone Tenders will not be accepted.

3.7.2. The envelope must not display your name or address on the outside, however your full contact details should be provided within each envelope.

3.8. **Language.** Tenders and all related correspondence must be in English. Similarly, all Contract related correspondence, including designs, drawings, management information, invoices etc. must be submitted in English.

3.9. **Law.** Any contract resulting from this tender shall be deemed to be subject to the Law of the British Virgin Islands – where ambiguity exists then English law should be used.

3.10. **Tender Submission Matrix.** Additionally, the Authority requires completion of the Submission Matrix at Annex A to Booklet 1 - Notices and Instructions. This will also provide reference to the exact part of your tender on the Requirements of Response details that are required.

3.11. **Tender Security.** A Tender Securing Declaration is required to be completed. The tender security declaration template is included at the end of this document.

4. COMMERCIAL (FINANCIAL) PROPOSAL

4.1. The commercial proposal must address, as a minimum, the following subjects **in the order set out below, with each subject clearly sectioned and indexed. One copy is required.**

4.1.1. **Compliance Statement.** Tenderers shall state that their offer is made in accordance with the requirements of the ITT) and that they will comply in all respects with the Conditions of Contract – Booklet 2. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone.

4.1.2. **Payment of Sub-Contractors.**

4.1.2.1. The Contractor shall pay his sub-contractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor's or supplier's claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.

4.1.3. **Insurance.**

4.1.3.1. Tenderers shall provide full details of all insurance cover proposed, with details of individual policy costs along with details of any exclusion of such policies. Tenderers are to provide, as a minimum, cover details for;

4.1.3.1.1. Employee Liability.

4.1.3.1.2. Contractor "All Risk".

4.1.3.1.3. Public Liability.

4.1.3.1.4. Professional Indemnity.

4.1.4. **Price.**

4.1.4.1. The Pricing Document (Booklet 5) is to include for all the requirements of the Contract Documents, therefore the Contractor should allow for everything to implement and execute this Contract. In addition, Tenderer's shall provide details of overhead and profit incorporated within their price (as a percentage figure).

4.1.4.2. Tenderers shall provide a detailed and priced Bill of Quantities and relevant Schedule of Rates for plant, materials and consumables to be utilized in the Contract. Tenderers should be aware that they are required

to supply **a full and detailed Bill of Quantities**, which confirms the Firm prices provided.

4.1.4.3. The Tenderer is to provide firm prices in accordance with the Pricing Document, Booklet 5. The expression "**Firm Price**" shall be taken to mean an agreed price, stated in US $ and be exclusive of all taxes, which is not subject to variation.

4.1.4.4. All prices and rates must be stated in US dollars and be exclusive of all taxes.

4.1.4.5. The Pricing Document (Booklet 5) is to be duly completed and is to include the **signed** Form of Tender / Tender Certificate. The Form of Tender is to be submitted with the **Commercial Proposal (Part A) only**.

4.1.4.6. The Authority will only pay on completion of pre-determined Milestones during the performance of the Contract. Milestones must be objectively ascertainable events that can be readily defined and assessed by the Project Manager at the appropriate time as having been completed. A milestone payment schedule payment must be provided.

4.1.5. **Tender Period.** Provide confirmation that the Tenderers offer will remain open for a period of 90 days from the due date.

4.1.6. **Maintenance / Defects Liability Period.** The Tenderer shall provide a clear statement demonstrating their understanding and acceptance of the 12 months Maintenance / Defects Liability Period from the date of handover to the Client.

5. TECHNICAL PROPOSAL

5.1. The Technical Proposal shall include binding proposals, which shall constitute the "Tenderer's Proposal" in any subsequent contract. **Three copies** are required. The Tenderer's technical proposal must not include any financial information but must cover the subjects detailed below in the order that they appear:

5.1.1. **Method Statements of Work.** The Tenderer shall outline his construction methodology/process and provide method statements of work for the major elements of the project.

5.1.2. **Procurement Strategy.**

5.1.2.1. The Tenderer shall provide a procurement strategy,

5.1.2.1.1. Components of the works to be self-performed.

5.1.2.1.2. Components of the works to be sub-contracted and use of consultants.

5.1.3. **Work Programme.**

5.1.3.1. The Tenderer shall produce and submit a work programme in common formats such as Microsoft Excel, Microsoft Project or similar format, a Gantt chart is the preferred work programme type.

5.1.3.2. The Tenderers work programme shall:

5.1.3.2.1. Provide sufficient detail of the Activities to ensure a comprehensive assessment of the programme can be made.

5.1.3.2.2. Define the critical path.

5.1.3.2.3. Allow for mobilisation, public holidays, likely extreme weather conditions, etc.

5.1.3.2.4. Make use of concurrent activities across all Contract phases; design, procure and construct.

5.1.3.2.5. Allow for the delivery of material and highlight those long lead items that could affect the critical path.

5.1.3.2.6. Allow for all testing and commissioning.

5.1.3.2.7. Allow for the Handover, completion of any snag list(s).

5.1.4. **Resources.**

5.1.4.1. The Tenderer shall identify and list the dedicated resources such as equipment, plant and vehicles that will be made available for the Contract, in order to complete the tasks identified in the Work Programme, detailing those which are owned by the Tenderer, and those which are rented or leased, etc.

5.1.5. **Contractor Personnel.**

5.1.5.1. The Tenderer shall submit a written statement with supporting details that all management personnel to be employed in the execution of the Contract have the appropriate expertise, qualifications and experience.

5.1.5.2. The Tenderer shall provide details of the overall workforce structure by trade and numbers to be employed specifically for the Contract.

5.1.6. **Sub-Contractors and Consultants.** The Tenderer shall provide details of the Sub-contractors and consultants they propose to use to carry out the Contract,

5.1.7. **Health, Safety and Environment.**

5.1.7.1. The Tenderer shall provide a list of the significant health and safety risks that are expected to be encountered on site with the measures proposed to mitigate these risks.

5.1.7.2. The Tenderer shall provide a statement acknowledging that the Contractor will be required to produce the Project H&S File prior to the Project Handover. The Tenderer shall provide details of the information they intend to provide in the Project Handover documentation.

5.1.8. Quality Assurance (QA).

5.1.8.1. The Tenderer shall provide details of the Quality Control processes for ensuring quality of the end product, and the on-site staff responsible for the implementation.

5.1.9. Risk Management

5.1.9.1. Tenderers shall provide a Risk Register listing all perceived contractor risks that might occur during the design, manufacture and installation phases of the project, and associated time and impacts.

6. ALTERATION OF ENTRIES

6.1. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary corrections are to be made by striking through the unwanted entry and inserting the correct one adjacent to it. **All such corrections are to be initialled by the Tenderer**.

7. EXPENSES/LOSSES

7.1. No tendering expenses or losses will be reimbursed by the RDA. This includes expenses incurred by the Tenderer in attending site visits and meetings in connection with the Tender.

8. FRAUD AND ETHICAL BEHAVIOUR

8.1. The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. The tenderer shall comply with the RDA policy on fraud and ethical behaviour

8.2. Tenderers to submit a clear statement detailing if they have any linkage, whether as a subsidiary company, sub-contractor, etc, on any RDA, GOVI and UKG Contracts.

9. SAFEGUARDING

9.1. The Tender should make clear in their submission that they understand and will comply with the RDA safeguarding policy.

10. CONFIDENTIALITY OF TENDERS

10.1. The Tenderer is to note the following:

10.1.1. You are required to keep your tender confidential and not divulge to anyone, even approximately, what your tender price is or will be, before the decision on Contract award is made known by the Authority. The sole exception to this is information you may have to give to your insurance company, or broker, in order to compile your Tender, but you must stress to them that this information is given in strict confidence.

10.1.2. You must not obtain or try to obtain any information in connection with anyone else's Tender or proposed tender before the timescales set herein.

10.1.3. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender prices or terms and conditions. You may however, obtain any necessary sub-contractor quotations. Please confirm your understanding of, and compliance with this, in your Tender.

11. DOCUMENTS

11.1. Any documents issued to Tenderers remain the property of the Authority. **Such information must not be seen by unauthorised persons and must be used only for the**

purpose of tendering. These provisions apply equally to drawings etc., the property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderers should be returned to the Authority.

11.2. Only the current editions/versions of the Contract Documents named in this ITT shall apply in connection with the Contract.

11.3. The Tenderer is not to alter or amend any of the Contract Documents.

12. BIDDERS CONFERENCE AND SITE VISIT

12.1 The Tenderer will be able, during the time allowed for completion and return of Tender, to spend time on Site to familiarise themselves with the Site and to assess the task described in the ITT. For these purposes, the Tenderer can be represented at a Bidder's Conference, which will include a Site Visit. It is proposed to hold a Bidders Conference/Site Visit as follows:

12.2 Bidder's Conference/Site Visit will be held **besides the grandstand at the A. O. Shirley Recreational ground**, Tortola, British Virgin Islands on **Friday 8 November 2019 at 10:00AM**.

12.3 The Tenderer may send a maximum of 2 representatives to the Bidder's Conference.

12.4 It should be noted that this event cannot be repeated for any individual Tenderer.

12.5 Subsequent visits may be made to the site with prior agreement of the Works Contract Officer. Any requests for such and questions arising from such visits shall be in writing to the Director of Procurement.

13. INTERVIEWS

13.1. The Authority may wish to interview Tenderers as part of the evaluation process. Tenderers will normally be given a minimum of 48 hours' notice of any requirement to attend for interview if appropriate. It will be the Tenderer's responsibility to make any necessary arrangements and to meet all costs related to this interview. The Authority will not be responsible for any arrangements or costs to any extent.

14. ACCEPTANCE

14.1. The Board of the Recovery and Development Agency does not bind themselves to accept the lowest or any tender; and may refuse to consider any Tender which is incomplete or qualified in any way.

14.2. **Acceptance of Portion of Tender.** The Authority reserves the right, unless the tenderer expressly stipulates to the contrary in their tender proposal, to accept such portion thereof as the Authority may decide. The Authority is not bound to accept the lowest priced tender.

14.3. **Pricing Document (Booklet 5).** The Rates and Prices contained in both Booklet 5: Pricing Document, Bill of Quantities and Schedule of Rates will be used to value any changes to the Contract Sum. In the Tender Evaluation process the Authority will review

the Bill of Quantities and Schedule of Rates, however liability for any miscalculation of prices and distances lies with the Tenderers.

15. DEBRIEFING TENDERERS

15.1. The Tenderer should note that it is the Authority's policy to debrief unsuccessful Tenderers. The purpose of the debrief is to let an unsuccessful Tenderer know why an offer was rejected. A debrief will only take place after the award of Contract, and when requested by an unsuccessful Tenderer. A debrief will normally be given within one month from the date of request, or from the award of Contract, whichever is later.

16. TENDER EVALUATION METHODOLOGY AND INDICATIVE ASSESSMENT CRITERIA

16.1. The purpose of providing Tenderers with the following information is to be as informative as possible on the methodology and factors applied by the Authority in evaluating tenders. Separate and independent assessments will be carried out on the commercial and technical proposals submitted. The overall assessment will take account of the outcome of these independent assessments.

16.1.1. Technical Evaluation.

16.1.1.1. The technical evaluation will take account of the completeness and acceptability of the information submitted in response to the ITT. Emphasis will be placed on ensuring that the Tenderer's proposals fully comply with the technical requirements set out in the Specification issued in the ITT. The evaluation will also involve a comparison of the competence and quality of the proposals with those of other tenders received.

16.1.1.2. Tenderers will be required to obtain a minimum of 60% of the available marks, failing which, their tenders may be rejected.

16.1.1.3. The weighting percentage afforded to each of the Technical evaluation criteria is tabulated below:

Evaluation Criteria Section	Maximum Marks Available	Weighting %
Method of Works	15	20
Procurement Strategy	10	10
Programme	10	5
Resources	10	15
Contractors Personnel	10	10
Sub-Contractors and Consultants	15	10
Health and Safety and Environment	10	10
Quality Assurance (QA)	10	10
Risk Management	10	10
Total	**100**	**100**

16.1.2. **Commercial Evaluation.** The commercial evaluation will take account of compliance with:

16.1.2.1. Notices and Instructions detailed in this Booklet.

16.1.2.2. Terms and Conditions of Contract included in Booklet 2.

16.1.2.3. The Tender Price(s) and its breakdown. The Tender price will be considered in combination with the technical proposals to determine the tender which is considered to offer the best value for money for the Authority.

16.1.2.4. The Authority's decision in this matter will be final.

17. AWARD DATE OF CONTRACT

17.1. For your guidance the expected award date of this Contract is estimated to be January 2020, although no guarantee of this can be given at this stage.

ANNEXES
Annex A - Submission Matrix

This Submission Checklist is an essential part of the Tenderers bid and must be completed. Any associated responses should take account of the full text provided in the Booklet 1 - Notices and Instructions referenced paragraphs.

2. It will greatly assist the evaluation of bids by ensuring that all relevant information is easily identified.

3. In the column headed 'Submitted' - Tenderers are to indicate YES / NO to show compliance, or non-compliance with the relevant section of Booklet 1.

4. In the column headed Tenderers Submission – Relevant Section / Paragraph' Tenderers are to enter details of the Sections or Paragraphs of their bids where required information is shown in full. If a Tenderer is non-compliant in a particular section (or in only one or two elements) of that section, he/she must explain this in detail.

5. Tenderers are also requested to highlight any additional requirements that they have submitted in their proposal for consideration by the Authority.

ITT No: ITT/0023
SUBMISSION CHECKLIST – NOTICES AND INSTRUCTIONS TO TENDERERS

ITT Relevant Bklt 1 Para	**Detailed Requirement**	**Submitted YES / NO**	**Remarks**
COMMERCIAL (FINANCIAL) PROPOSAL			
4.1.1	**Statement of Compliance**. Tenderer's statement of compliance against requirements of ITT Booklet		

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
	1 - Notices and Instructions, and Booklet 2 – Conditions of Contract.		
4.1.2	**Payment of Sub-Contractors.** Tenderer's confirmation that they comply with the Payment of Sub-Contractors requirements of the ITT.		
4.1.3	**Insurance.** Tenderer's provision of information demonstrating that the Tenderer complies with the ITT Insurance Requirements.		
4.1.4	**Price.** Tenderer's statement of their understanding that the price provided allows for everything to implement and execute the contract, and includes a percentage for overhead and profit.		
4.1.4.5	**Bill of Quantities.** Confirmation that a full and detailed Bill of Quantities has been submitted.		
4.1.4.6	**Milestone Payment Schedule.** Tenderer to provide details of their proposed Milestone Payment Schedule.		
4.1.5	**Offer Period.** The Tenderer to provide confirmation that the offer will remain open for a period of 90 days from the due date.		
4.1.6	**Maintenance / Defect Liability Period.** The Tenderer's statement demonstrating their understanding and acceptance of the maintenance / defects liability period.		
TECHNICAL PROPOSAL			
5.1.1	**Method of Work.** Outline of construction methodology / process and similar experience with sports ground lighting.		

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
5.1.2	**Procurement Strategy.** Provide detailed procurement strategy including tasks to be sub-contracted, supply chain for major material groups, potential risks and proposed mitigation methods etc.		
5.1.3	**Work Programme.** Tenderer to provide a detailed programme (in MS Project of Excel)		
5.1.4	**Resources.** The Tenderer shall identify and list the dedicated resources such as equipment, plant and vehicles that will be made available for the Contract, in order to complete the task, detailing those which are owned, hired, leased etc		
5.1.5	**Contractors Personnel.** Tenderer to provide statement confirming that all professional personnel employed in the execution of the contract have appropriate expertise, qualifications and experience. Tenderer to provide details of the overall teams		
5.1.6	**Health, Safety and Environmental.** The Tenderer shall provide a list of the significant health and safety risks that are expected to be encountered on site with the measures to be employed to mitigate these risks.		
5.1.7	**Quality Assurance (QA).**		

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
5.1.8	The Tenderer shall provide details of the on-site staff responsible for quality control on site and how they will ensure good quality work is completed. **Risk Management** Tenderer to submit a Risk Register listing all perceived risks that might occur during the project.		
CONFLICT OF INTEREST & SAFEGUARING			
8.1 8.2 8.3	The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. Tenderers to submit a clear statement detailing if they have any linkage, whether as a subsidiary company, sub-contractor, etc, on any RDA, GOVI and UKG Contracts. The Tender should make clear in their submission that they understand and will comply with the RDA safeguarding policy.		
STATUTORY COMPLIANCE & PERFORMANCE			

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
	The Tenderer **must** submit copies of the following documents:		
9.1	**Legally Registered:**		
9.1.1	**Original** Valid Trade Licence (current year)		
9.1.2	**Original** Valid Certificate of Incorporation - if applicable		
9.1.3	**Original** Valid Certificate of Tax Registration - if applicable		
9.2	**Financial Good Standing:**		
9.2.1	Financial statements signed off by a certified Accountant spanning the past three (3) years as pertains to the business.		
9.2.2	**Original** Certificate of Good Standing – (Social Security Board) – for BVI registered companies		
9.2.3	**Original** Certificate of Good Standing – Inland Revenue Department – for BVI registered companies		
9.2.4	**Original** Certificate of Good Standing – National Health Insurance – for BVI registered companies		
9.2.5	**Original** Good Standing Certificate – Registrar of Corporate Affairs (only applicable to incorporated businesses).		
9.3	**Performance:**		
9.3.1	Project Portfolio up to 5 years – current/previous completed projects		

ITT Relevant Bklt 1 Para	Detailed Requirement	Submitted YES / NO	Remarks
9.3.2 9.3.3	Performance Evaluation on previously completed Government / RDA contract - if applicable **Signed** CVs (Curriculum Vitae) for all professional, technical and supervisory staff (the definition of the type of staffing is provided at the applicable section).		

N.B. Your tender will automatically be deemed non-compliant at the tender opening and will not be considered if the following documents are omitted from your tender or originals are not included:

i. Original Trade Licence
ii. Original Good Standing Certificate (Social Security Board)
iii. Original Good Standing Certificate (Inland Revenue Department)
iv. Original Good Standing Certificate (National Health Insurance)

Form of Tender-Securing Declaration

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Recipient for the period of time of 12 months starting on *[insert date*], if we are in breach of our obligation(s) under the tender conditions, because we:

(a) have withdrawn our Tender during the period of tender validity specified in the Instructions to Tender document; or

(b) having been notified of the acceptance of our tender 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 ITT.

We understand this Tender-Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

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

Name: *[insert complete name of person signing the tender-Securing Declaration]*

Duly authorised to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

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

Corporate Seal *(where appropriate)*

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]