

When replying please quote: AWWDA/GOK/FC/G-01/2024 P(bk)

1st August, 2024

To All Bidders

**RE: PROCUREMENT OF SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS.
(FRAMEWORK CONTRACT)**

RESPONSES TO CLARIFICATIONS AND ADDEDNUM TO THE BIDDING DOCUMENT.

Reference is made to the ongoing procurement of supply and delivery of Water Treatment Chemicals (framework contract).

Pursuant to clause ITT 6.1 of the Tender Data Sheet (TDS), as requested please find the attached clarifications on the standard format for provision of Bid Security. This shall form part of the tender document as an addendum pursuant to ITT clause 7.1.

Please note the bid submission date remains **7th August, 2024 at 12:00 Pm East Africa Time.**



**ENG. JOSEPH KAMAU
CHIEF EXECUTIVE OFFICER**

Encl.

Form of Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

1. We have been informed that _____ [*name of the Bidder*] (hereinafter called "the Applicant") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [*name of contract*] under Invitation for Bids No. _____ ("the IFB").
2. Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
3. At the request of the Applicant, we _____ [*name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [*amount in figures*] (_____) [*amount in words*] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:
 - (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Form of Bid; or
 - (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity or any extension thereto provided by the Applicant, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with ITB 38.
4. This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract signed by the Applicant and the performance security issued to you upon the instruction of the Bidder; and (b) if the Applicant is not the successful Bidder, upon the earlier of: (i) our receipt of a copy your notification to the Applicant of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bid Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[Signature]

Form of Bid Security (Bid Bond)

BOND NO. _____

1. BY THIS BOND.....[*name of tenderer*] as Principal (hereinafter called “the Principal”), and..... [*name, legal title, and address of surety*], **authorized to transact business in [*name of country of Procuring Entity*]**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto..... [*name of Procuring Entity*] as Obligee (hereinafter called “the Procuring Entity”) in the sum of.....[*amount of Bond*]¹ [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day _____ of _____, 20_____, for the supply of _____ [*name of Contract*] (hereinafter called the “Tender”).

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or
(ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the principal.

5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal: _____ Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)