

REPUBLIC OF KENYA

COUNTY GOVERNMENT OF LAMU

COUNTY

TENDER DOCUMENT

TENDER NAME: REVISION OF VALUATION ROLL 2016 (WITU, KIBAONI, HINDI, MOKOWE & ITS ENVIRONS)

TENDER NO. CGL/TR/LPPU&W/024/2016 - 2017

ISSUED ON: 11/11/2016

SUBMISSION DEADLINE: 28TH NOVEMBER 2016 AT 1000 HOURS LOCAL TIME

PROCURING ENTITY:

County Government of Lamu

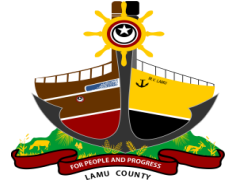
P.O Box 74-80500

Lamu, Kenya

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Website: www.lamu.go.ke



**REPUBLIC OF KENYA
THE COUNTY GOVERNMENT OF LAMU
TENDER NOTICE**

**Request for Proposal for Revision of Valuation Roll 2016 for (Witu, Kibaoni,
Hindi, Mokowe & Its Environs)**

The County Government of Lamu wishes to invite qualified and competent consulting firms to revise the County valuation roll 2016 to include; Witu, Kibaoni, Hindi, Mokowe & its Environs. The consultant shall be selected through a competitive bidding process.

Interested consultants should be Registered Members of the Institute of Surveyors of Kenya (ISK), having a proven record of successful completion of similar jobs. The interested consultants should include the following among others in their bid documents.

1. Certified Copy of Certificate of Incorporation/Registration
2. Proof of Membership of ISK
3. Copy of VAT/PIN Certificates from KRA
4. Current Single Business Permit
5. KRA Tax Compliance Certificate
6. Experience of Similar Work
7. Proof of Financial Capability
8. Tender should be accompanied by a bid bond of 2% from established approved insurance company/Bank which must remain valid for 30 days after tendered period of 120 days.
9. Attach Original Official Receipt

The tender documents are available / downloaded at our website: www.lamu.go.ke , FREE OF CHARGE.

Completed tender documents shall be sealed and marked with the tender number and description only and should be deposited in the TENDER BOX, located in Lamu or may be addressed to:

**THE COUNTY SECRETARY
COUNTY GOVERNMENT OF LAMU
P.O BOX 74-80500,
LAMU**

Tender will be opened on **28/11/2016 at 10.00 am** late bids will be returned un-opened. Tenders will be opened immediately in the presence of the tenders or their representatives who choose to attend.

The County Government of Lamu reserves the right to reject any or all applications and it's not bond to give reasons for its decisions. Canvassing in any form shall lead to automatic disqualification.

Contents

SECTION A: INVITATION TO TENDER..... 4

SECTION B: INFORMATION TO CANDIDATES..... 5

SECTION C: TERMS OF REFERENCE (TOR) 11

SECTION D: TECHNICAL PROPOSAL (TP) 13

SECTION E: FINANCIAL QUOTATION (FQ) 14

SECTION F: STANDARD FORMS..... 15

SECTION G: REQUEST FOR REVIEW FORM..... 19

SECTION A: INVITATION TO TENDER

DATE: 11/11/2016

TENDER REF NO. CGL/TR/LPPU&W/024/2016-2017

TENDER NAME: REVISION OF VALUATION ROLL 2016 (WITU, KIBAONI, HINDI, MOKOWE & ITS ENVIRONS)

M/S.....

Dear Sir/Madam

1.1.The County Government of Lamu invites proposal for the Preparation of the County valuation roll for Amu, Hindi and Mpeketoni towns. More details of the services are provided in the terms of reference (TOR) herein.

1.2.The request for proposal (RFP) includes the following documents;

Section 1 – Letter of Invitation

Section 2 – Information to Candidate

Section 3 – Terms of Reference

Section 4 –Technical Proposal

Section 5 – Financial Proposal

Section 6 – Standard Contract Form (where applicable)

1.1.A complete set of tender documents may be obtained/downloaded by interested candidates FREE OF CHARGE from our website: www.lamu.go.ke

1.2.Completed are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located at or to be addressed to:

**FINANCE STRATEGY AND PLANNING,
COUNTY GOVERNMENT OF LAMU,
P.O BOX 74-80500,
LAMU.**

So as to received on or before 28TH November 2016 At 10:00 am.

1.3.Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4.Tender will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at offices in Lamu.

SECTION B: INFORMATION TO CANDIDATES

2.1 Introduction

2.1.1 The county Government of Lamu will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section A)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees will have been approved by the relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposal shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposal will be the basis for the contract negotiations and ultimately for a signed contract with the selected candidate.

2.1.4 The candidate must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a quotation.

2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.

2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.

2.1.7 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Candidates may request clarification of any of the RFP documents not later than 7 days before the decline for the submission of the proposals. Any request for the clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests

and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all candidates invited to submit proposals.

2.2.2 At any time before the decline for the submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by any candidate amends the RFP. Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

2.3 Preparation of Proposals

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.

2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:

- a. If the candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
- b. For all the staffs who will be involve in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- c. The Curriculum Vitae (**CV**) of the staff proposed must be submitted with the quotation.

2.3.4 The Technical proposal shall provide the following information;

- a. The individual consultants **CV** and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- b. Any comment or suggestion on the Term of Reference and a list of service and facilities requested to be provided by the procuring entity.
- c. A description of the methodology and work plan for performing the proposed assignment.
- d. Any information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separated from the financial proposal and shall not include any financial information.

2.4 Financial proposal

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP. The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The financial quotation must remain valid for 30 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidate who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and Opening of Proposals.

2.5.1 The technical proposal of the financial quotation (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initiated by the candidate.

2.5.2 For each quotation the candidate shall prepare the quotation in the number of copies indicated in the special conditions of the contract. Each Technical proposal and financial quotation shall be marked **“ORIGINAL” OR “COPY”** as appropriate. If there are any discrepancies between the original and copies of the quotation, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in sealed envelope marked **“TECHNICAL PROPOSAL”**, and the original and all copies of the financial quotation in sealed envelope dully marked **“FINANCIAL QUOTATION**. Both envelopes shall be placed in and an outer envelope and sealed. The outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidate and clearly marked **“DO NOT OPEN**”

2.5.4 The completed Technical proposal and financial quotations must be delivered at the submission address on or before the time and date of the submission of the quotation indicated in the appendix to the instruction to the candidates. Any quotations received later than the closing

date for the submission of quotations shall be rejected and returned to the candidates unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.

2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in custody of the responsible officer of the procuring entity up to the time set for opening it.

2.6 Evaluation of Proposal General (General)

2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated at the appendix to the instructions to candidates. Any effort by the candidate to influence the procuring entity's staff in the evaluation of quotation companion proposals or award of contract may result in the rejection of the candidate quotation.

2.6.2 The Technical evaluation committee shall have no access to the financial quotation, which in any case will remain sealed, until the technical is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria.

CRITERIA

I. Qualifications of Proposed staff	30
II. Specific experience of proposed staff related to the assignment	30
III. Adequacy of methodology and work plan in response to the Terms of reference	40
TOTAL POINTS	100

2.7.2 Any quotation which will be examined and found not comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found complied with all the requirements for submission of quotation shall be declared responsive by for evaluation committee.

2.7.3 Each responsive quotation will be given a Technical Score (TS). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 Opening and Evaluation of Financial Quotation

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidate whose proposal did not meet the minimum technical score or where declared non responsive to the RFP and terms of reference. The notification will indicate that their financial quotation shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the financial quotation.

2.8.3 The formulae for determining the financial score (FS) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the minimum score of 100

2.8.4 The candidates quotations will be ranked according to their combined technical score (ts) using financial score (fs) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to the candidates the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

ST... Is the technical score

Sf... Is the financial score

T...Is the weight given to the technical score and

O...Is the weight given to the financial quotation

NOTE: P+T will be equal to 100%

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to the candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with the review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotation of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

2.11.1 Information relating to evaluation of quotation and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

SECTION C: TERMS OF REFERENCE (TOR)

APPENDIX A

TERMS OF REFERENCE AND SCOPE OF SERVICE

The Consultant is to provide the Service of making valuation of every ratable property within the area of jurisdiction of the County Government of LAMU in respect of which a rate of value of the land is to be imposed, and enter the value in a Valuation Roll.

The preparation of the Valuation Roll is to be done secretly in accordance with the provisions of the **Valuation for Rating Act, Cap. 266 of the Laws of Kenya.**

In particular, the Consultant is expected to:

Obtain dully Approved Development Plans, Registry Index Maps, Survey Plans and any other plans from relevant department with a view to establish the L. R. Nos. of all the ratable property within the County's jurisdiction & their specific Location, serializing and entering the same into Rating and Valuation Roll;

- a) Carry out detailed searches of all the ratable properties within the County's jurisdiction with a view to establish the Names and Address of the current Ratable owners of the properties, the nature of the subsisting interest, user & the area, and enter the same into the Rating Sheet and Valuation Roll;
- b) Obtain actual property sales Data and Physically inspect all ratable properties within the County's jurisdiction for purposes of collecting, collating and analyzing the various information and data obtained with a view to making true valuations of all the ratable properties as per the Valuation Rating Act;
- c) The valuation roll shall recognize the towns within the County's jurisdiction. Such towns shall be classified accordingly in the valuation roll.
- d) Enter the values in the Rating Sheets and Valuation Roll clearly showing the workings and property sales data analysis supporting the valuation, Exempt areas if any should be clearly shown and explained citing the relevant provisions in the Act;
- e) Compile the serialized Rating and the Valuation Roll, remembering to cross-check the information entered for accuracy and precision;
- f) Print, final check and Bind the Draft Valuation Roll clearly labeled separately as Public Land and Private Land;
- g) Sign the Draft Valuation Rolls on completion in accordance with Section 9 of the Valuation for Rating Act and Transmit to submit complete soft PDF and Excel versions, Compiled serialized Sheets, Rating Plans and Sales Data Analysis Schedule and any other Report and deliverables.

Mandatory Requirements to be met by the consultants

- I. Certified copy of incorporation and registration.
- II. Proof of a membership of institute of Surveyors of Kenya (ISK).
- III. Copy of VAT/PIN certificate from KRA.
- IV. Current single business permit.
- V. KRA TAX compliance certificate.
- VI. Experience in similar work.
- VII. Proof of financial Capability.
- VIII. Tender should be accompanied by bid bond of 2% from established approved insurance company / Bank which must remain valid for 30 days after tendered period of 120 days.
- IX. Attach original official receipt.

SECTION D: TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The Technical proposal shall be prepared and submitted by the candidates.

It shall contain the following:-

- a. Submission letter
- b. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- c. Description of methodology and work staff for the assignment
- d. The proposed key staff for the assignment
- e. Consultancy services activities times schedule.

(TO BE PREPARED BY THE CANDIDATE AS APPROPRIATE)

SECTION E: FINANCIAL QUOTATION (FQ)

Notes on the Preparation Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following:

- a. Submitting letter indicating total fees
- b. Summary of costs
- c. Breakdown of fees per activity
- d. Breakdown of reimbursable costs/expenses per activity
- e. Miscellaneous expenses

(TO BE PREPARED BY THE CANDIDATE AS APPROPRIATE)

SECTION F: STANDARD FORMS
STANDARD CONTRACT FORM

CONSULTANCY/ DESIGN

(Lump-Sum Payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties to the information to Candidate clause 2.10.2

This Agreement, [hereinafter called “the contract”] is entered into this.....[inserting starting date of assignment], by between.

.....[insert Client’s name] of [or whose registered office is situated at].....[insert Client’s address](hereinafter called “the client”) of the part AND[insert Consultant’s name] of [or whose registered office is situated at].....[insert Consultant address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the client wishes to have the consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (a)The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.

(b) The Consultant shall provide the personnel listed Appendix B, “Consultant’s personnel,” to perform the Services.

(c) The Consultant shall submit to Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. **Term** the Consultant shall perform the Services during the period commencing on..... [Insert starting date] and through to..... [Insert completion date], or any other period (s) as may be subsequently agreed by the parties in writing.

3. Payment (a) Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

(b) Schedule of Payments

The schedule of payment is specified below

(Modify in order to reflect the output required as described in Appendix

Kshs.....upon signing the contract.

Kshs.....upon the Client’s receipt of the Draft report, acceptable to the Client; and Kshs.....upon the Client’s receipt of the Final report, acceptable to the Client.

Kshs.....TOTAL

(c) Payment Conditions

Payments shall be made in Kenya Shillings unless otherwise specified not later 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clauses here below. If the Client has delayed payments beyond 30 days after the due date hereof, simple interest shall be paid to the Consultant for each day delay at the rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

(a) Coordinator

The Client designates.....

[Insert name] as Client’s Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

(b) Reports

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the terms of this Contract and within two years after its expiration Disclose any proprietary or confidential Information to the Services, this Contract or the Client's business or operations without the Prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be engage in certain Activities

The Consultant agrees that the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or close related to Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignments

The Consultant shall not assign this Contract or sub-contract any portion of it without the client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and language of Contract shall be English language.

12. Dispute Resolutions

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of the a person to be agreed between the parties. Failing agreement to concur in the appointment of Arbitrator, the Arbitrator

shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name:

Title:

Signature:

Date:

FOR THE CONSULTANT

Full name:

Title:

Signature:

Date:

**SECTION G: REQUEST FOR REVIEW FORM
FORM RB 1**

REPUBLIC OF KENYA

PUBLIC PROCURMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

..... APPLICANT

AND

..... RESPONDENT

(Procuring Entity)

Request for review of the decision of the*(Name of the procuring Entity)*

Of.....dated the.....day of20.....in the matter of Tender

No.....of.....20.....

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address:..... Physical Address.....Fax No..... Tel No..... Email....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:-

- I.
- II.

SIGNED..... (Applicant)

DATE ON.....day of...../.....20.....

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on.....day of.....20.....

SIGNED (BOARD SECRETARY)

SECTION H: TENDER SECURITY FORM
TENDER SECURITY FORM

Whereas [name of the tenderer]
(Hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for the supply, installation and
commissioning of [name and/or description of the
equipment] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these
presents that WE of having our
registered office at (hereinafter called “the Bank”), are
bound unto [name of Procuring entity] (hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the Bank
binds itself, its successors, and assigns by these presents. Sealed with the
Common Seal of the said Bank this _____ day of _____
20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____

(Amend accordingly if provided by Insurance Company)