



**REPUBLIC OF KENYA**  
**MINISTRY OF INFORMATION, COMMUNICATION AND THE DIGITAL ECONOMY**  
**STATE DEPARTMENT FOR ICT AND DIGITAL ECONOMY**

To: ALL PROSPECTIVE BIDDERS.

Dear sir/Madam

**ADDENDUM NO. 002 - REQUEST FOR PROPOSAL (RFP)FOR CONSULTANCY OF INTERNATIONAL INTERNET CONNECTIVITY REDUNDANCY**

The following provision is made to the specific provision of the issued bidding document for request for proposal (RFP)for consultancy of international internet connectivity redundancy. Save where expressly amended by the term of this addendum, the Principal Bidding Document shall continue to be in Full force and effect. The provision of this addendum shall be deemed to have been incorporated in and shall be read and construed as part of the principal Bidding document.

**1. SECTION 2 DATA SHEET INSTRUCTIONS TO TENDERERS**

The provisions in herein have been amended to read as follows;

No	ITTNO	Clarification	Comment	Response
1	10.1/FORM TECH -9	The above-mentioned statement does not appear anywhere in the RFP issued by the State department of ICT and Digital Economy the Ministry of Information. More specifically, a 2% Tender Security of the total tender sum is not indicated nor required in the Section 2 DATA SHEET Instructions to Tenderers, under point 10.1 Preparations of the Proposals, and point 22.1 as Eligibility and mandatory criteria. Kindly clarify whether the submission of FORM TECH - 9: TENDER-SECURING DECLARATION FORM, will be sufficient for this stage of the	“All submitted tenders must be accompanied by a Tender Security of 2% of the total tender sum from a reputable bank registered by the Central Bank of Kenya or Insurance Company Registered by the PPRA.”	This is a mandatory requirement for the submission of the tender.  The bidder shall use a Tender Security of 2% of the total tender sum from a reputable bank registered by the Central Bank of Kenya or Insurance Company Registered by the PPRA.” <b>Attached, below tender security forms</b>

		tendering process or a Tender Security of 2% of the total tender sum must be obtained.		
2	18.5	Extension of time	Can closing date be extended by 2 weeks	The closing date has been extended to: <b>14/11/2023 at 10.00am</b>

Your Faithfully

**HEAD OF SUPPLY CHAIN  
FOR :PRINCIPAL SECRETARY**

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - 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 guarantee 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. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

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*[Date]*

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*[Signature of the Guarantor]*

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*[Witness]*

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*[Seal]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

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