

COMMON MARKET FOR EASTERN AND SOUTHERN AFRICA



ADDENDUM NO. 1

TENDER TITLE: TENDER FOR SUPPLY AND DELIVERY OF EQUIPMENT FOR SEYCHELLES INCUBATION CENTRE

PROC REF No: CS/IAD/1400/2(035 – 22) PM-ab

All PROSPECTIVE **BIDDERS** are hereby notified that COMESA Secretariat is making some changes to the Standard Bidding Document (SBD) related to the above tender as published on November 11, 2024.

The modifications are as below:

1. ITB 40 of Section II. Bidding Data Sheet (BDS):

The narrative in there should read,

The performance securities are as follows: “not required.

However, in case the successful bidder prefers to request for an Advance payment, 40% of the total contract amount shall be advanced to the firm upon presenting a pre-financing guarantee (bank guarantee) of equal sum and a performance security of 5% of the total contract amount.

The remaining 60% balance shall be paid after delivery and acceptance of the goods. The supplier shall submit invoice(s) in triplicate together with other documents like Goods received notes and Delivery notes.

The sample templates for both the Advance payment and Performance guarantees have been annexed to this addendum.

2. ITB 23.1 of Section II. Bidding Data Sheet (BDS)- Bid submission

The narrative in there should read,

Bids shall be submitted via email to tenders@comesa.int, procurement@comesa.int and copy abyabato@comesa.int

All other terms and conditions in the SBD remain the same.

A handwritten signature in blue ink, appearing to be "Silver Mwesigwa".

Silver Mwesigwa
HEAD OF PROCUREMENT AND GENERAL SERVICES

ANNEX 1: ADVANCE/PRE-FINANCING GUARANTEE FORM¹

To be completed on paper bearing the letterhead of the financial institution

For the attention of

<name and address of the contracting authority>
referred to below as the 'contracting authority'

Subject: Guarantee No <insert number>

Financing guarantee for the repayment of pre-financing payable under contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]².

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the

¹ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

² This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at [*insert place*], on [*insert date*]

Signature³: [*signature*]

Signature⁴: [*signature*]

Name:

Name:

[*function at the financial institution/bank*]

[*function at the financial institution/bank*]

³ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

⁴ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX 2: MODEL PERFORMANCE GUARANTEE⁵

To be completed on paper bearing the letterhead of the financial institution

For the attention of

<name and address of the contracting authority>
referred to below as the 'contracting authority'

Subject: Guarantee No <insert number>

Performance guarantee for the full and proper execution of contract <contract number and title> (please quote number and title in all correspondence)

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', payment to the contracting authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to perform its contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the special conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]⁶.

[The whole paragraph should be deleted when the contracting authority is the European Union or the Beneficiary Country under indirect management in the framework of IPA:

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee shall be that of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the

⁵ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

⁶ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [if the contracting authority is the European Union and the financial institution issuing the guarantee is established outside the EU: Belgium] [(i) if the contracting authority is the European Union and the financial institution issuing the guarantee is established inside the EU; OR (ii) if the contracting authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

This guarantee shall enter into force and take effect upon its signature.

Done at [*insert place*], on [*insert date*]

Signature⁷: [*signature*]

Signature⁸: [*signature*]

Name:

Name:

[*function at the financial institution/bank*]

[*function at the financial institution/bank*]

⁷ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

⁸ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.