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# **BIDDING DOCUMENT**

**Request for Quotation for Supply of Goods**

***[Procurement of ICT and Other Equipment for Department  
of Public Accounts, MoF]***

***Ministry of Finance  
Royal Government of Bhutan***

MoF/DPA/Pro/2021-22/3097

Date: 11<sup>th</sup> Jan, 2022

### **Invitation for Quotation (IFQ)**

Project title: **DPA, MDF Project**

Source of Funding: **World Bank (PFM-MDF)**

Contract Ref: **MoF/DPA/Pro/2021-22/3097**

To:

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items:
  - i. **Group Video Conferencing Equipment (Camera, Speaker with in-built Microphone)***
  - ii. **Smart TV Screen Compatibility to Video Conferencing***
  - iii. **HDMI Cable***
  - iv. **Heavy Duty Printer***

*[Information on technical specifications and required quantities are attached ]*

2. The bidder(s) must quote for **ANY or ALL** the items under this invitation. Each item shall be evaluated (**ITEM-WISE**) and contract will be awarded separately to the firm(s) offering the lowest evaluated price for each item. Price quoted for after sales services/maintenance shall form a part of the contract but will not be added to the total contract amount.
3. The bidder(s) shall submit one original of the priced quotation with the Form of Bid, clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The quotation including all documents in

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the attached format should be sealed in an envelope and addressed to and delivered at the following address:

Your quotation in the required format should be addressed and submitted to:

**Procurement Unit**  
**Directorate of Services**  
**Ministry of Finance**  
**Telephone # 02-333741**

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **on or before 10:30am 21<sup>st</sup> January, 2022.**
5. Bids must be accompanied by a bid securing declaration using the ***attached form:***
  - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidders consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.
  - ii. The Bid-Securing Declaration shall be executed:
    - a. If the Bidder withdraws the Bid after Bid Opening during the period of Bid validity;
    - b. If the bidder does not accept the correction of the Bid Price as per Clause 7 (b) (iii);
    - c. In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.
  - iii. In case Bid Securing Declaration is executed, the bidder shall deposit the bid security as stated below within 14 days from date of notification by Employer.

Sl. No	Items	Amount (Nu)
1	Group Video Conferencing Equipment (Camera, Speaker with in-built Microphone)	28,000
2	Smart TV Screen Compatibility to Video Conferencing	3,400
3	HDMI Cable	2,000
4	Heavy Duty Printer	8,000

- iv. In case the bidder fails to comply 5 (iii), bidder shall be excluded from being eligible for Bidding or submitting Bid in any tender with the Employer for a period of two years.
6. Quotation by fax/email or by electronic means **are not** acceptable.
7. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
- a) **PRICE:** all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery. The final place of delivery is **Department of Public Accounts (DPA), Ministry of Finance, Thimphu.**
- b) **EVALUATION OF QUOTATION:** offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their quoted prices. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the priced quotation by making any correction for any arithmetical errors as follows;
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (ii) where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in

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the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

(iii) if the supplier refuses to accept the correction, the quotation will be rejected and the bid security forfeited.

c) **AWARD OF PURCHASE ORDER:** the award will be made to the bidder who has offered the lowest evaluated price that meets the specifications. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.

d) **VALIDITY OF THE OFFERS:** the quotation(s) shall be valid for a period of 60 days from the deadline for receipt of quotation(s).

8. Further information can be obtained from: ***[Procurement Section, Directorate of Services, MoF].***
9. The ***[DPA, Ministry of Finance]*** has a budget allocation for the purchase of Goods and wishes to apply some of that allocation for the purchase of Goods for which this request for Quotation is issued.
10. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at **specified venue and time**.
11. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
12. The Purchaser will notify the winning bidder of the award of contract prior to the expiry of quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (**sample form attached**).
13. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
14. Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract upon submission of a claim and an advance payment

guarantee **(form attached)** for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.

15. Ninety percent (90%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. The ten (10) percent performance security shall be retained as security deposit and paid at the end of the warranty period or after six (6) months whichever is later after adjustment of dues if any.

**Schedule of Items and Priced Quotation (Bid form) [To be filled in by Bidders]**

Sl. No	Item Description	Unit	Qty	Make/Model	Unit Rate (Nu.)	Total Amount (Nu.)
1	Group Video Conferencing Equipment (Camera, Speaker with in-built Microphone)	Nos.	7			
2	Smart TV Screen Compatibility to Video Conferencing	Nos.	2			
3	HDMI Cable	Nos.	4			
4	Heavy Duty Printer with additional tray, stand, toner and drum	Nos.	2			
<b>Total Amount for Supply of Goods to Purchaser (Including taxes and all related cost)s</b>						
Goods to be supplied to <i>[DPA Office]</i>						

Total Amount in Nu. (in words)	<i>[insert the Total Amount for Supply of Goods including all related costs].</i>
Delivery period	<i>30 days from the date of issue of the Purchase Order by the Purchaser</i>
Warranty Provided	<i>12 Months from date of supply or commissioning of the Goods.</i>

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Sl. No	Description of related services/goods	Unit	Unit Rate (Nu.)
1			
2			
3			
4			

*[The purchaser shall provide in the table above an indicative list of after sales services/maintenance required which shall not be added to total contract amount]*

Signature of Supplier	Supplier's Official Stamp
Name of Supplier	
Date	

*[The Supplier is **required** to submit copies of relevant **brochures/catalogue** for the goods to be supplied, which will give sufficient information to carry out effective evaluation]*

## Technical Specification of the Goods Required

Sl. No	Item	Specification
1	Group Video Conferencing Equipment (Camera, Speaker with in-built Microphone)	<p><b>More than or equal to Logitech – Product/Item code: 960-001057</b></p> <p><b>Camera</b></p> <ul style="list-style-type: none"> <li>○ Smooth motorized pan, tilt and zoom controlled from remote or console</li> <li>○ Pan +/- 90°</li> <li>○ Tilt +35° / -45</li> <li>○ 10x lossless HD zoom</li> <li>○ Field of View <ul style="list-style-type: none"> <li>● Diagonal: 90°</li> <li>● Horizontal: 82.1°</li> <li>● Vertical: 52.2°</li> </ul> </li> <li>○ Full HD 1080p 30fps</li> <li>○ H.264 UVC 1.5 with Scalable Video Coding (SVC)</li> <li>○ Autofocus</li> <li>○ 5 camera presets</li> <li>○ Far-end control (PTZ) of Conference Cam product (with supported services)</li> <li>○ Kensington security slot</li> <li>○ Video mute/unmute LED indicator</li> <li>○ Standard tripod thread</li> </ul> <p><b>Remote Control</b></p> <ul style="list-style-type: none"> <li>○ Camera, speakerphone, and call control</li> <li>○ 5 camera presets</li> <li>○ Docks on speakerphone</li> <li>○ IR 8.5 m range</li> <li>○ CR2032 battery (included)</li> </ul> <p><b>SPEAKERPHONE</b></p> <ul style="list-style-type: none"> <li>○ Full-duplex performance</li> <li>○ Acoustic echo cancellation</li> <li>○ Noise reduction technology</li> <li>○ Ultra-wideband audio</li> <li>○ Pairs with mobile devices via Bluetooth and NFC</li> <li>○ LCD for caller ID, call duration and other functional response</li> <li>○ LEDs for speakerphone streaming, mute, hold, and Bluetooth</li> <li>○ Tactile buttons for call answer/end, volume and mute, Bluetooth, and camera controls</li> <li>○ 5 camera presets for pan, tilt, and zoom settings</li> <li>○ Kensington security slot</li> </ul>



Sl. No	Item	Specification
		<p><b>Microphones</b></p> <ul style="list-style-type: none"> <li>○ Pickup Range: 6 m</li> <li>○ Pickup range with expansion mics: 8.5 m</li> <li>○ Four omni directional, beam forming microphones</li> <li>○ Frequency response: 100Hz – 11KHz</li> <li>○ Sensitivity: -28 dB +/-3dB</li> <li>○ Distortion: &lt;5% from 200Hz</li> </ul> <p><b>HUB / CABLES / POWER</b></p> <ul style="list-style-type: none"> <li>○ Central Hub connects and powers all components</li> <li>○ Under-table mounting adhesive included</li> <li>○ One cable to camera: 5 m</li> <li>○ One cable to speakerphone: 5 m</li> <li>○ Extended cables available: 10 and 15 m</li> <li>○ One USB cable for connection to PC/Mac: 2 m</li> <li>○ AC Power adapter with regional plugs</li> <li>○ Power cable: 3 m</li> </ul> <p><b>MOUNT</b></p> <p>Dual-purpose bracket works for both wall mounting and tabletop elevation</p> <p><b>COMPATIBILITY AND CERTIFICATIONS</b></p> <ul style="list-style-type: none"> <li>○ Plug-and-play USB connectivity</li> <li>○ Certified for Skype for Business and ready for Teams</li> <li>○ Zoom Certified</li> <li>○ Fuze Certified</li> <li>○ Microsoft Cortana®</li> <li>○ Cisco Jabber®</li> <li>○ Compatible with BlueJeans, BroadSoft, GoToMeeting, Vidyo, and other video conferencing, recording, and broadcasting applications that support USB cameras</li> </ul>
2	Smart TV Screen Compatibility to Video Conferencing	<p><b>65” Smart TV – UHD/4K with wall mount accessories</b></p> <p><b>Resolutions:</b> Pixels – 3840x2160</p> <p><b>Features:</b> Internet, Smart, Web browser, digital TV</p> <p><b>Network:</b> Wireless</p>
3	HDMI Cable	HDMI Cables – 20 meters in Length

Sl. No	Item	Specification
4	Heavy Duty Printer with additional Tray, Stand, Toner and Drum	<p><b>More than or equal to Versa Link B7030</b></p> <p><b>Function:</b> Copy/Print/Scan</p> <p><b>User Interface:</b> 7 inch App based, tablet-like, tilt-capable UI supporting customization, cloud and mobile connectivity, App Gallery</p> <p><b>Print and Copy Speed:</b> Up to 30 ppm</p> <p><b>Duty Cycle:</b> Up to 1279,000 Pages per month</p> <p><b>Processor/Memory (Standard):</b> 1.05 GHz Dual core/2GB Memory</p> <p><b>Connectivity:</b> Ethernet 10/100/1000 Base-T, High-speed USB 3.0.</p> <p><b>Standard Paper Handling:</b></p> <ul style="list-style-type: none"> <li>- Duplex Automatic Document Feeder: 110 sheets - A5 to A3</li> <li>- Bypass Tray: 100 sheet</li> <li>- Tray 1: 520 Sheets</li> <li>-Single Tray with Stand: 520 Sheets</li> </ul> <p><b>Standard Print/Copy Features:</b></p> <ul style="list-style-type: none"> <li>- Print and Copy Resolutions: Copy up to 600x600 dpi; Print up to 1200x1200 dpi</li> <li>- First-copy-out-time: As fast as 5.4 seconds</li> <li>- First-print-out-time: As fast as 9.1 seconds</li> <li>- Automatic two-side</li> </ul> <p><b>Warranty period:</b> 1 year warranty from the date of successful delivery</p>

The Supplier is required to mention make / model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the item listed.

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

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## **Documents required to be submitted as part of the Quotation**

The original and *copy(ies)* of quotation submitted by the Bidder shall comprise the following:

- (a) A duly completed and signed priced quotation as per the Schedule of Items.
- (b) A valid Trade License<sup>1</sup>;
- (c) A valid Tax Clearance Certificate;
- (d) Bid Securing Declaration;
- (e) Technical Specification of the Goods to be supplied;
- (f) Any other requirements specified in this document

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<sup>1</sup> The non submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

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## Terms and Conditions for the Supply of Goods and Payment

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. The Supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.
2. The supply of the goods and related services shall be completed within **[30]** days from the date of issue of the Purchase Order, or the signing of the contract (where applicable).
3. The Supplier shall agree to supply/perform the required after sales services/maintenance at the quoted price agreed in the contract.
4. The Purchaser shall arrange payment of the Invoice and TPN number, within thirty (30) days upon submission of original Invoice and against the actual supplied quantities of goods as listed in the Purchase Order.
5. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid. The applicable incoterm is Delivered Duty Paid (DDP).
6. Any goods found defective during the warranty period shall be replaced/repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the purchaser shall do it at the cost of the supplier.
7. The supplier shall pay liquidated damages at the rate of 0.07% per day for each day of delay to a maximum of 10% of the quoted price.
8. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:
  - a. if the Supplier fails to perform any other Terms and conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages.
  - b. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
  - c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or

- d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
9. The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be. The security deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
10. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realise the difference amount between the quoted price & market price from the security deposit.

*[Purchaser to use normal Letter Head format]*

**PURCHASE ORDER FOR THE SUPPLY OF GOODS**

<b>Purchase Order No:</b>	<b>Purchase Order Date:</b>
<b>From:</b> <i>[name and address of Purchaser]</i>	<i>[Contact person, Telephone Number Fax Number e-mail address]</i>

<b>To:</b> <i>[name and address of the Supplier]</i>	<i>[Contact person, Telephone Number Fax Number e-mail address supplier reference]</i>
<b>Delivery date:</b>	<b>Order Value (Nu.):</b>
<b>Delivery terms:</b>	

The *[insert name of procuring agency]* has accepted your Quotation dated *[insert date]* for the supply of Goods as listed below and request you to supply the goods within the delivery date stated above, in the quantities and units and on these Terms and Conditions. For convenience a copy of your signed quotation is attached.

ORDER ITEMS					
Item No	Description	Supplier Ref	Unit Price	Qty	Total Price

In acceptance of this Purchase Order you are requested to sign below, at which time the Contract shall become legally binding upon both parties. You are also requested to confirm that you will be supplying the goods within the Delivery date mentioned above.

For the Purchaser: Signature	For the Supplier: Signature
Print Name	Print name
Designation	Designation
Date	Date

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# Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT made the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) This Contract Agreement;
  - (b) Terms and Conditions;
  - (c) Technical Requirements (including Schedule of Supply and Technical Specifications);
  - (e) The Supplier's Bid and original Price Schedules;
  - (f) The Purchaser's Notification of Award of Contract;
  - (g) The form of Performance Security;
  - (h) The form of Bank Guarantee for Advance Payment;
  - (i) *[insert here any other document(s) forming part of the Contract]*

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3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*  
*[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*  
*[insert identification of official witness]*



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## Bid-Securing Declaration

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

IFB No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

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

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders; or
- (c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security or (ii) fail or refuse to execute the Contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty(30) days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ Corporate Seal (where appropriate)

**Affix Legal Stamp**

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## Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid submission]*  
IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>2</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[signatures of authorized representatives of the bank and the Supplier]*

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<sup>2</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>3</sup> Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

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## Bank Guarantee for Advance Payment

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid submission]*  
IFB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>4</sup>]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

\_\_\_\_\_  
*[signature(s) of authorized representative(s) of the bank]*

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<sup>4</sup> *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee*

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## Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]* \_\_\_\_\_

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFQ number]* ("the IFQ").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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## Sample Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date of Bid Submission]*

Invitation for Bid No.: *[insert IFB number]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of the Purchaser]*

### WHEREAS

We *[insert complete name of the Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Quotation indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

Dated on the *[insert number]* day of *[insert month]*, *[insert year]*.