

# **BIDDING DOCUMENT**

**for**

**Supply and Delivery of**

**Office Equipments  
(Laptop computer)**



**LOCAL ROADS BRIDGE PROGRAMME [LRBP]**

Government of Nepal (DoLIDAR) in collaboration with Swiss Agency for Development and Cooperation

**Local Roads Bridge Support Unit (LRBSU)**

PO Box.113: Kathmandu  
Manbhawan, Lalitpur, Nepal

***Section I.***

***Invitation for Bid***



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

**Embassy of Switzerland in Nepal**



**LOCAL ROADS BRIDGE PROGRAMME**

## Invitation for bid

The Local Roads Bridge Programme (LRBP), a Swiss funded project invites sealed bids for the procurement of following:

S. N.	Description	Qty	Remarks
1.	Laptops	54 nos	Required specification is attached with standard bidding document.
2.	Multifunction full color printer-copier (A3 Size)	1 set	
3.	Multifunction printer-copier (A4 Size)	1 set	

The **standard bidding document** can be downloaded from the website: [www.lrbpnepal.org](http://www.lrbpnepal.org) or can be collected from the reception. The interested dealers/suppliers must submit their sealed bid addressed to **"The Chief Technical Adviser, LRBP-LRBSU, Manbhawan, Lalitpur, GPO Box: 113, Kathmandu, Nepal"** not later than 5:00PM on March 18 May, 2012.

**Section-II**

***Sealed bidding forms***

# Sealed Quotation Submission Form

(The Bidder shall accomplish the Sealed Quotation Submission Form in its Letter Head clearly showing the Company/Firm's Complete name and address)

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

Contract Identification No.: \_\_\_\_\_

Invitation for Quotation No.: \_\_\_\_\_

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the documents included in "Form for Submission of Sealed Quotation".
- (b) We offer to supply and delivery of Hand Tools in conformity with the conditions of Contract included in "Forms for Submission of Sealed Quotation" and in accordance with the delivery schedule specified in the Schedule of Requirements, the Supply;
- (c) The total price of our Quotation, is: \_\_\_\_\_;
- (d) We have submitted along with our offer a bid security for Rs..... in accordance with your Invitation for Sealed Quotation;
- (e) Our quotation shall be valid for a period of **45 (forty-five)** days from the submission deadline date fixed in the invitation for sealed quotation, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our quotation is accepted, we commit to obtain a Performance Security in the amount of 5 (five) percent of the Contract Price for the due performance of the Contract;
- (g) We are not offering more than one quotation in this procurement process,
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Government of Nepal;
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (j) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated quotation or any other quotation that you may receive.
- (l) We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business related offense.
- (m) We agree to permit Purchaser or its representative to inspect our accounts and records and other documents relating to the quotation submitted and to have them audited by auditors appointed by the Purchaser.
- (n) We agree to provide certificate drawn up after inspecting the goods to be procured by the competent quality control institution or recognized agency in respect of the specifications and quality of such goods.
- (o) We have also provided the information about us as requested.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Company/Firm's Information Form

*[The Company/Firm submitting the quotation shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]*

Date: ..... (as day, month and year) of Bid Submission]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Company/Firm's Legal Name	
2	Company/Firm's Address:	
3	Company/Firm's Country of Registration:	
4.	Company/Firm's Year of Registration:	
5.	Company/Firm's Legal Address in Country of Registration	
6.	Company/Firm's Authorized Representative Information:  Name:  Address:  Telephone/Fax numbers:  Email Address	
7	Company/Firm's Telephone/Fax numbers:	
8	Company/Firm's Email Address:	
	<b>Attached are copies of the following original documents.</b>  <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm <input type="checkbox"/> 3. Up to date Tax clearance Certificate <input type="checkbox"/> 4. VAT Registration Certificate	



# Price Schedule

Name of Company/Firm submitting Quotation \_\_\_\_\_ Contract Identification Number \_\_\_\_\_

S.No.	Description	Brand	Quantity	Unit of Measurement	Unit price		Unit Price at Final Destination		Total price (in NRs) (cols. 3x7)
					Ex Works	Transportation and, Insurance Cost to Final Destination	In figures	In Words	
	1	2	3	4	5	6	7=(5+6)		8= (3x7)
1	Laptops (business series)		14	set					
<b>Total</b>									
VAT									
<b>Grand Total</b>									

Total Quoted Price: (in words).....

Name .....

In the capacity of .....

Signed ..... Date:.....

Duly authorized to sign the Quotation for and on behalf of .....

# Price Schedule

Name of Company/Firm submitting Quotation \_\_\_\_\_ Contract Identification Number \_\_\_\_\_

S.No.	Description	Brand	Quantity	Unit of Measurement	Unit price		Unit Price at Final Destination		Total price (in NRs) (cols. 3x7)
					Ex Works	Transportation and, Insurance Cost to Final Destination	In figures	In Words	
	1	2	3	4	5	6	7=(5+6)		8= (3x7)
1	Laptops (Normal series)		40	set					
<b>Total</b>									
VAT									
<b>Grand Total</b>									

Total Quoted Price: (in words).....

Name .....

In the capacity of .....

Signed ..... Date:.....

Duly authorized to sign the Quotation for and on behalf of .....

# ***Manufacturer's Authorization Letter***

*[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]*

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

IFQ No.: \_\_\_\_\_

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

WHEREAS \_\_\_\_\_ who are official  
manufacturers of \_\_\_\_\_  
having factories at \_\_\_\_\_ do hereby  
authorize \_\_\_\_\_ exclusively to submit a Sealed Quotation in relation to  
the Invitation for Quotations indicated above, the purpose of which is exclusively to provide the following  
Goods, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

*We hereby extend our full guarantee and warranty in accordance with Clause 9 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Quotation.*

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

**Section-III**

***Schedule of Requirements &***

***Technical Specification***

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## 1. List of Goods and Related Services

### (A) Detail of Laptops to be supplied:

S. No.	Description of Goods	Unit of Measurement	Quantity	Remarks
1	Laptops (business series)	set	14	
2.	Laptops (Normal series)	set	40	

### (B) Related Services:

1. Insurance of the Goods till final delivery,
2. Transportation of Goods to Final Destination

## 2. Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Item No	Description of Goods	Unit of Measurement	Quantity	Delivery Location	Latest Delivery Date <i>after signing of the contract</i>	Remarks
1	Goods as per above listing 1. (A)			LRBP Office, Man Bhawan, Lalitpur	7 days	

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# Technical Specifications

## 1. Detail technical specification of Laptops to be supplied

### 1.1 Laptop Computer (Business Series)

Specification	Minimum Requirement
Microprocessor:	Intel Core i5-2410M (2.30GHz, 3MB L3 Cache) or Intel® Core™ i7 (preferable)
Memory:	4 GB
Hard Drive:	500 GB
Screen Size:	14"
Optical Drive:	DVD±R/RW
Wireless / LAN:	Built in Wi-Fi (Wireless-N)
Graphics:	Standard + 1GB extended graphics card
Input Device:	Full size keyboard with home roll keys/Touch Pad supporting Multi-Touch gestures and On/Off button
Operating system:	<b>Genuine licence of Windows 7 Professional</b>
Others	Web cam inbuilt
Warranty:	One and more year warranty on mfg. defects
Carrying case	Back pack only
Preferable Brands	a. HP Compaq/HP Pavilion b. Dell c. Thosiba

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## 1.2 Laptop Computer (Normal Series)

Specification	Minimum Requirement
Microprocessor:	Intel Core i5/2.26 Ghz
Memory:	2 GB
Hard Drive:	320 GB
Screen Size:	14"
Optical Drive:	DVD±R/RW
Wireless / LAN:	Built in Wi-Fi (Wireless-N)
Graphics:	Intel HD Graphics 3000
Input Device:	Full size keyboard with home roll keys/Touch Pad supporting Multi-Touch gestures and On/Off button
Operating system:	<b>Windows 7 Professional</b>
Others	Web cam inbuilt
Warranty:	One and more year warranty on mfg. defects
Carrying case	Back pack only
Preferable Brands	a. HP compaq/HP Pavilion b. Dell c. Thosiba



**Section IV**  
***Conditions of Contract***

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# Conditions of Contract

## 1. Definitions

- 1.1 *In this contract, the following terms shall be interpreted as indicated:*
- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
  - b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
  - c. "The Goods" means materials which the Supplier is required to supply to the Purchaser under the contract;
  - d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including delivery of the Goods.
  - e. "The Purchaser" means the procuring entity purchasing the goods;
  - f. "The Supplier" means the organization supplying the goods and services under this contract.

## 2. Technical Specification

- 2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.

## 3. Patent Right

- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.

## 4. Performance Security

- 4.1 *Within seven days (7) of receipt of award of contract from the Purchaser the successful Bidder shall furnish the performance security in accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the "Forms for Submission of Sealed Quotation".*
- 4.2 *Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed Bids.*
- 4.3 *The performance security will be as follows:*
- a. The amount of performance security shall be five (5) percent of the Total Contract Price.
- 4.4 *The validity of Performance Security shall be three (3) months after the*

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*issue of final acceptance certificate to the Suppliers. The Supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.*

4.5 *The performance security shall be released within 28 days of completion of warranty period and including upon submission of claim by the Supplier.*

**5. Inspection Tests**

**and**

5.1 *The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises as specified in the Technical Specification.*

5.2 *The Supplier shall submit the sample of the Goods to be supplied for Purchaser's approval.*

5.3 *The Goods delivered at final destination will be inspected prior to acceptance by the Purchaser to verify that the Goods being supplied are as per the approved sample. However such verification and acceptance will not relieve the Supplier from any warranty claim the Purchaser may have.*

**6. Packing**

6.1 *The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract.*

6.2 *The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, and precipitation during transit and open storage.*

**7. Delivery of Goods**

7.1 *Delivery of the goods shall be made by the Supplier in accordance with the terms and at the locations specified by the Purchaser in its Schedule of Requirements.*

**8. Insurance**

8.1 *The goods supplied under the contract shall be fully insured in the currency of the Sealed Bids price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.*

8.2 *Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.*

**9. Warranty**

9.1 *The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract and is equivalent in all respects to the sample approved by the Purchaser.*

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- 9.2 *The warranty shall remain valid for 1+ years after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser.*
- 9.3 *The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.*
- 9.4 *Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.*
- 9.5 *The Supplier shall replace the defective goods at site in case of goods are rejected due to its quality standards.*

## **10. Payment**

- 10.1 *Payment of the goods supplied shall be made in Nepali Rupees after the delivery of goods to the satisfaction of the Purchaser in the following manner:*
- *A total of eighteen (18) percent of the total contract price as retention money.*
  - *From The amount equivalent to VAT amount or 13% of taxable amount.*
- a. *Advance payment: **Ten (10) percent** of the Contract Price shall be paid as advance payment within fifteen (15) days of signing of the Contract, upon request by the Supplier and upon submission of claim and bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the documents or another form acceptable to the Purchaser.*
- b. *On Site delivery: **Ninety (90)**percent of the contract price shall be paid upon submission of documents certifying the Site delivery of all the Goods issued by the Purchaser. The advance payment if made shall be deducted while making payment.*
- c. *On acceptance: **Remaining ten (10)**percent of the contract price of goods received shall be paid within thirty **(30) days** of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.*
- d. *Tax Deduction: The tax deduction at source as applicable as per GON regulation for similar transaction will be applied.*
- e. *Retention The Purchaser shall retain from each payment except for advance payment made to the Supplier an amount equivalent to 5 percent of the payment amount excluding VAT. Additionally the sum equivalent to VAT payable will be also retained.*
- f. *Refund of Retention Money: On completion of supply and delivery of the Goods and related services as per contract and after expiry of warranty period the 5% retention money will be paid back. The retention for VAT will be refunded on submission of the proof of due payments of VAT.*

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- 11. Prices** 11.1 *Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed Quotation.*
- 12. Changed Order** 12.1 Where the Purchaser desires to make changes in **Schedule of Requirement**, it shall not exceed more than 15percent for each item.
- 13. Liquidated Damages** 13.1 *If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05percent of the contract price for each day of delay until actual delivery, up to a maximum deduction of 2.5percent of the contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.*
- 14. Resolution of Disputes** 14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivary of the Goods under the Contract.
- 14.2.2 *Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).*
- 14.3 Notwithstanding any reference to arbitration herein,  
a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  
b. the Purchaser shall pay the Supplier any monies due the Supplier.
- 15. Governing Language** 15.1 The Governing Language shall be: Nepali or English
- 16. Applicable Law** 16.1 The applicable law shall be Laws of Nepal.
- 17. Notices** 17.1 Purchaser's address for notice purposes:.....  
17.2 Supplier's address for notice purposes: .....

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**18. Taxes and Duties**

*18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.*

**19. Conduct of Suppliers**

19.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents.

19.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. Interference in participation of other prospective Company /Firm in the quotation submission process.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
- g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

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**Section V.**  
***Sample Forms***

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# 1. Bid Security

Date :

To: **Local Roads Bridge Programme (LRBP)**

Whereas, **[name of Bidder]** (hereinafter called "the Bidder") has submitted his Sealed Quations (SQ) dated **[date of submission of SQ]** for the supply and delivery of .....  
.....(hereinafter called "the Sealed Bids").

KNOW ALL PEOPLE by these presents that WE **[name of Bank]** of Nepal having our registered office at **[address of bank]** (hereinafter called "the Bank") are bound unto **[name of the procuring entity]**(hereinafter called "the Purchaser") in the sum of **NRs ...../- (2.5% of total contract Price) (In words: ..... only)**for which payment well and truly to be made to the said Purchaser, 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 Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; or
- (2) If the Bidder having been notified of the acceptance of its SQ by the Purchaser during the period of bid 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 Instruction to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser's having to substantiate its demand, provided that in its demand the Purchaser 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 guarantee will remain in force up to ninety (90) days from the date of opening of the Sealed Bids, and any demand in respect thereof should reach the Bank not later than the above date.

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***[signature of the bank]***

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***[common seal of the bank]***

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## 2. Letter of Acceptance

*[on letterhead paper of the Purchaser]*

..... *date* .....

To: ..... *name and address of the Supplier* .....

Subject: ..... *Notification of Award*

This is to notify that your Sealed Quotation dated . . . . *date* . . . for the supply and delivery of.....  
**Description of Goods and Services** .....  
for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], is hereby accepted.

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, consisting of a Bank Guarantee in the format included in Section V (Sample Forms) of the Forms for Submission of Sealed Quotation.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

**Name and Title of Signatory:**

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### 3. Form of Agreement

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Sealed Quotation by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (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 be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Sealed Quotation Form and the Price Schedule submitted by the Supplier;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Purchaser's Notification of Award.
3. 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.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and 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 their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

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## 4. Performance Security

Date :

To: *[name and address of the Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

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## 5. Bank Guarantee for Advance Payment

To: *[name of the Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the site delivery of all Goods have been made and Purchaser has received full repayment of the same amount from the Supplier in accordance with the Conditions of Contract.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*