



REQUEST FOR QUOTATIONS (RFQ) GOODS

RFQ GOODS NUMBER:

To:

Date:

The **[Enter Purchasers name]** (the Purchaser) invites you to submit your quotation for the goods described herein. Partial Quotations may be rejected, and the Purchaser reserves the right to award a contract for selected items only. Any resulting contract shall be subject to the attached General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). At the time the Contract is awarded the Purchaser reserves the right to increase or decrease the quantities of the Goods and related Services up to 20%.

SECTION A: QUOTATION REQUIREMENTS:

- 1) Description of Goods and place(s) of delivery:
[Brief description of the goods and name place(s) for delivery]
- 2) Quotations should be:
Inclusive of VAT and duties or Exclusive of VAT and duties **[Specify as required]**
- 3) The required delivery date shall be:
- 4) Quotations must be valid for [number of days] from the Submission Date and Time given below.
- 5) The warranty/guarantee offered shall be:
- 6) Quotations and supporting documents as specified in Section B must be marked with the RFQ Goods Number above and indicate your acceptance of the terms and conditions.
- 7) Quotations must be received no later than the Submission Date and Time being: [time] on [date] by mail or hand delivered to the address specified below.
- 8) Quotations must be returned to:
[Name of official and address]



- 9) The attached Schedule of Requirements at Section C detail the items to be purchased and you are requested to advise whether you conform with the Purchaser's specifications and, if not, what the variations are. You are requested to quote your delivered price for these items by completing and returning Sections B, C, D and E.
- 10) Quotations that are responsive, qualified and technically compliant will be ranked according to price. A Contract will generally be issued to the lowest priced quotation. However, the Purchaser is not bound to accept the lowest or any quotation.

Signed:

Name:

Title/Position:

Address:

(For, and on behalf of the Purchaser)



SECTION B: SUPPLIER'S QUOTATION

PURCHASER'S RFQ GOODS NUMBER:

- 1) Currency of Quotation:
- 2) Delivery Date:
- 3) The validity period of this Quotation is: days from the Submission Date.
- 4) Warranty period (where applicable): months.
- 5) We enclose the following documents:
 - A copy of our business registration certificate
 - **[Insert any other documentation required by the Purchaser]**
- 6) We confirm that our quotation is subject to both the attached General Conditions and Special Conditions of Contract and is based on the terms and conditions stated in your Request for Quotations referenced above.
- 7) We confirm that the prices quoted are fixed for the duration of the validity period and any subsequent contract that may be awarded.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



SECTION C: SCHEDULE OF REQUIREMENTS (Technical Specifications and Quantities required)

Item	Description of Goods (Purchaser's Specification)	Quantity	Conform with Purchaser's Specification (Yes or No)	(If No, what are the variations to the Purchaser's Specification)

Signed:
Name:
Title/Position:
Authorised for and on behalf of:
Supplier Name:
Address:



SECTION D: SCHEDULE OF PRICES

Item	Description of Goods	Unit	Quantity	Unit Price	Total Price
				Total	

- Exclusive of VAT and duties
- Inclusive of VAT and duties

Signed:
 Name:
 Title/Position:
 Authorised for and on behalf of:
 Supplier Name:
 Address:



SECTION E: DELIVERY SCHEDULE

Please insert delivery times for individual items:

Item No.	Item	Quantity	Delivery Date
	[Supplier to enter]	[Supplier to enter]	[Supplier to enter]

Mode of Transport:

Place(s) of Delivery:

We confirm delivery as specified above.

Signed:

Name:

Title/Position:

Authorised for and on behalf of:

Supplier Name:

Address:



SECTION F: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL PROVISIONS

1. The Documents listed in the Contract represent the entire and integrated Contract between the Purchaser and the Supplier. The Contract is governed by and shall be construed in accordance with the Laws of the Republic of Vanuatu, and the ruling language of the Contract is English.
2. All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract. All correspondence and documents relating to the Contract between the parties and their representatives shall be in English.
3. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.

4. In these Conditions of Contract, unless the context otherwise requires:

Contract Manager means the person named in the Special Conditions of Contract (**SCC**) who manages the implementation of the Contract on behalf of the Purchaser;

Contract means the signed Contract Agreement and the documentation specified therein, as entered into between the Purchaser and the Supplier for the provision of the Goods and related Services;

Contract Cost means the total sum stated in the Contract in both words and figures;

Days mean calendar days;

Force Majeure means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;

In writing means communicated in written form (e.g. by letter, e-mail or fax);

Months mean calendar months;

Specification means the Specification of the Goods included in the Contract and any modification or addition made or approved by the Contract Manager;

Purchaser means the Government of Vanuatu Procuring Entity stated in the Contract,

Subcontractor means any person or organisation that supplies goods, materials or services to the Supplier;

Supplier means the person or organisation stated in the Contract Agreement whose Quotation to provide the Goods and related Services where applicable has been accepted by the Purchaser;

Technical Specifications means the Specifications of the Goods included in the Contract and any modification or addition made or approved by the Contract Manager;

Variation is an instruction given by the Purchaser which varies the Contract Agreement.

Clause headings shall not be used in the interpretation of these Conditions.

Words in the singular also include the plural and vice versa when the context so requires.

Words indicating a gender include either gender.



OBLIGATIONS OF THE PURCHASER

5. Contract Manager

- (1) The Purchaser shall appoint a Contract Manager to act on its behalf for the management of any queries arising during the supply and delivery period.
- (2) The Purchaser shall pay to the Supplier sums due under the Contract.

OBLIGATIONS OF THE SUPPLIER

6. Scope of Supply

- (1) The Supplier shall deliver the Goods to the location/s specified in the Delivery Schedule and shall obtain a signed 'Goods Delivery and Acceptance Note' from the Purchaser.

7. Subcontracting

- (1) The Supplier shall obtain the Purchaser's prior approval in writing of all subcontractors, who are not specified in its Quotation, with whom the Supplier wishes to engage under the Contract. Such approval shall not relieve the Supplier from any of its obligations, duties, responsibilities or liability under the Contract.

8. Specification and Standards

- (1) The Goods and related Services supplied under the Contract shall conform to the technical specifications (including the standards mentioned in the technical specifications). When no applicable standard is mentioned in the Technical Specifications, the standard shall be equivalent or superior to that given in the **SCC**.
- (2) Where references are made to codes or standards, the edition or the revised version of such codes and standards shall be those specified in the **SCC**.

9. Copyright

- (1) The intellectual property and copyright (IP) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party, save insofar as the Supplier shall grant to the Purchaser a world-wide, non-exclusive, irrevocable and royalty-free licence to use the IP to give effect to the provisions of this agreement.

10. Inspection and Tests

- (1) The Supplier shall at its own expense and at no additional cost to the Purchaser arrange all such tests and/or inspections of the Goods and related Services as stated in the **SCC**.
- (2) At the option of the Purchaser, the inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the **SCC**.
- (3) If conducted on the premises of the Supplier or its Subcontractor all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors and/or testers at no charge to the Purchaser.
- (4) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.



(5) The Supplier shall provide the Purchaser with a copy report of the results of any such test and/or inspection.

11. Packing and Documents

(1) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their Final Destination(s). The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Final Destination(s), and the absence of heavy handling facilities at all points in transit.

(2) Any special packing requirements additional to the foregoing shall be as specified in the **SCC**.

(3) The marking and documentation inside and outside the packages shall comply with the instructions specified in the **SCC**.

12. Transportation and Insurance

(1) Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms, and the mode of transport and point(s) of final delivery shall be as specified in the Delivery Schedule.

(2) Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms.

DELIVERY, ACCEPTANCE AND REJECTION

13. Delivery of Goods

(1) The Supplier shall deliver the Goods within the time period, and to the place(s) specified in the Delivery Schedule.

(2) The Supplier shall provide to the Purchaser any shipping and other documents as specified in the **SCC**. If they are not received by the time specified the Supplier shall be responsible for any consequent expenses.

14. Provision of Related Services

(1) If there are Related Services included in the supply of the Goods these shall be as specified in the Purchaser's Technical Specifications.

15. Acceptance of the Goods and Related Services

(1) Acceptance shall not be considered complete until receipt of the Goods and satisfactory testing, installation and commissioning, as applicable, has taken place. To certify delivery the Supplier shall provide to the Purchaser a Goods Delivery and Acceptance Note signed and stamped by the Purchaser.

(2) Receipt of delivery, acceptance or payment shall not prejudice the right of the Purchaser to maintain an action for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

16. Rejection of the Goods

(1) The Purchaser may reject Goods which are not in accordance with the Purchaser's Technical Specifications and Other Conditions, and the Quotation. The Purchaser shall, upon rejection of any Goods, notify the Supplier and may direct that the rejected



Goods be removed and replaced or rectified at the Supplier's risk and expense within such reasonable time as the Purchaser may direct. Should the Supplier fail to remove or rectify the rejected Goods within the time directed the Purchaser may have the rejected Goods returned at the Supplier's risk and expense.

VARIATION ORDERS

17. Purchaser and Suppliers Rights

(1) The Purchaser may prepare a Variation Order making changes to the Goods, specifications, timing, cost of the Contract, and/or other conditions, and submit it, with a brief justification for the variation, to the Supplier for acceptance. If accepted, the Purchaser shall issue the Variation Order to the Supplier.

(2) The Supplier may submit a written proposal to the Purchaser requesting a variation in the Supply. The proposal shall include a reasonable estimate of the time and/or cost of the variation, as well as a brief justification for the variation. If the Purchaser agrees to the proposal, it shall prepare and issue the Variation Order to the Supplier.

(3) Variation in or modification of the terms of the Contract shall be made by written amendment signed by both parties.

TERMS OF PAYMENT

18. Contract Cost

(1) Unit Costs charged by the Supplier for the Goods supplied and any Related Services provided under the Contract shall not vary from those stated in the Contract.

(2) The total payments to be made against the Contract shall not exceed the Contract Cost stated in the Contract, except for changes made to the Contract as provided for in Clause 17.

19. Advance Payment

(1) If specified in the SCC, the Purchaser will make an advance payment to the Supplier against submission of an unconditional Bank Guarantee to the full amount of the advance payment in the format specified by the Purchaser.

(2) The advance payment shall be repaid by deducting equal or proportionate amounts from payments otherwise due to the Supplier, to be recovered during the period of the Contract.

20. Payment Provisions

(1) Payment(s) to the Supplier shall be made as specified in the Contract and in the currency of the Contract.

(2) Request(s) for payment(s) shall be made to the Purchaser in writing, accompanied by invoices and supporting documents listed in the **SCC** describing, as appropriate, the Goods delivered and any related Services performed. ,

(3) Payments shall be made promptly by the Purchaser within 30 days after acceptance of the Invoice and other required documentation.

21. Taxes and Duties

(1) Taxes and Duties as applicable are stated in the **SCC**.



PERFORMANCE SECURITY

22. Requirement for Performance Security

(1) Details of any Performance Security, if required, are as stated in the **SCC**. Failure to provide the Performance Security (if required) within 14 days of Contract signature will result in automatic cancellation of the Contract.

LIQUIDATED DAMAGES

23. Provisions for Liquidated Damages

(1) Liquidated Damages as applicable are as stated in the **SCC**.

SUPPLIER WARRANTY

24. Warranty Requirements

(1) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Purchaser's Technical Specifications.

(2) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the Republic of Vanuatu.

(3) Unless otherwise specified in the **SCC**, the warranty shall be provided within 10 days of shipment and remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for 18 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

(4) If a defect (fair wear and tear excepted) appears in the Goods within the Warranty Period, the Supplier shall remedy such defect by either repairing or replacing the defective Goods without cost to the Purchaser within the period specified in the **SCC** and the Supplier shall obtain for the Purchaser the benefit of any manufacturer's warranty.

(5) If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC** the Purchaser may proceed to take, within a reasonable period, such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

TERMINATION AND SUSPENSION

25. Termination for Default

(1) The Purchaser may, without prejudice to any other remedy for breach of Contract and by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier:

(a) Fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser on notification by the Supplier of the cause and its likely duration; or

(b) Fails to perform any other obligation under the Contract; or

(c) Has engaged in fraud, corruption, collusion, coercion and/or obstructive practises in competing for or in executing the Contract.

(2) In the event the Purchaser terminates the Contract, in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such



similar Goods or related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

26. Termination for Insolvency

(1) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the Supplier shall be paid for the Goods delivered up to the date of termination only, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

(1) The Purchaser may, without cause, by written notice instruct the Supplier to terminate its engagement under the Contract. Upon such termination, the Supplier shall be paid for the Goods delivered up to the date of termination, provided that any such undelivered Goods were not late or otherwise overdue for delivery at the date of termination. The Supplier shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser of all outstanding subcontracts.

28. Termination by the Supplier

(1) The Supplier may terminate the contract by giving not less than thirty days' written notice to the Purchaser in the event that:

- (a) The Purchaser fails to pay any money due to the Contractor
- (b) As the result of an event of Force Majeure, the Supplier is unable to perform a material portion of the contract
- (c) The Purchaser fails to comply with any negotiated settlement

29. Suspension of Funding

(1) In the event that funding is suspended, from which payments to the Supplier are being made, the Purchaser is obliged to notify the Supplier of such suspension within seven days of having received advice of the suspension of funding.

DISPUTES AND SETTLEMENT

30. Negotiated Settlement

(1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.

(2) Failing successful negotiation any disputes will be settled by the courts in Vanuatu.

FORCE MAJEUR

31. No Breach of Contract

(1) The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and has informed the other Party as soon as possible about the occurrence of such an event.



32. Extension of Time

(1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

33. Payments

(1) During the period of their inability to Supply the Goods or provide the related Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract.

INTEGRITY/ PROBITY

34. Competing for and Executing the Contract

(1) Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practises in competing for, or in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:

- (a) Immediate termination of contract (refer Termination and Suspension above);
- (b) Liability for damages to the Government of Vanuatu and other competing bidders;
- (c) Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and
- (d) Public Prosecution under the Penal Code Act.

(2) The Contractor, or any Representative of the Contractor, shall immediately report to the Police, Public Prosecutor and Chairman of the Public Service Commission any attempt by the Purchaser, or the Purchaser's Representative, to demand bribes or gifts in relation to this contract.



SECTION G: SPECIAL CONDITIONS OF CONTRACT (SCC)

In addition to any other specific issues, add any of the following issues, as mentioned in the GCC, if applicable:

GCC Ref.	HEADING	DETAILS TO BE ENTERED BY PURCHASER (Where Applicable)
4 & 5	Contract Manager	
8(1)&(2)	Standards	
10(1)	Specification of Inspection and Tests	
10(2)	Location of Inspection and Tests	
11(2)	Packing Requirements	
11(3)	Marking and Documentation	
12(2)	Insurance	
13(2)	Shipping Documents	
19(1)	Advance Payment	
21	Taxes and Duties	
22	Performance Security	
23	Liquidated Damages	
24(3) (4) (5)	Warranty	



SECTION H: SAMPLE FORMS

Sample forms are attached for information and use as applicable:
Sample Forms

FORM 1 – Contract Agreement

FORM 2 - Goods Delivery and Acceptance Note

FORM 3 – Performance Security (Bank Guarantee)

FORM 4 – Advance Payment Security (Bank Guarantee)



FORM 1 - Contract Agreement

Contract No:	
Brief Description:	

This Contract is made this day of **[Enter date]** by and between **[Enter name and address of Purchaser]** (the 'Purchaser') on the one part and **[Enter name and address of Supplier]** (the 'Supplier') on the other part.

Whereas the Purchaser has accepted the Quotation of the Supplier **[Purchaser to enter reference number and date]** for the supply of such Goods and related Services in the sum of:
[Purchaser to enter currency and amount in words and figures]

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to.

The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) The Supplier's Quotation including the Schedule of Requirements, Schedule of Prices and Delivery Schedule
- (e) Other documents **[Purchaser to enter as required]**

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

The Purchaser hereby agrees to pay the Supplier in consideration of the delivery of the Goods and related Services as appropriate 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 of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the Laws of the Republic of Vanuatu.

For the Purchaser		For the Supplier	
Signature:		Signature:	
Date:		Date:	



RFQ Goods Number: [Purchaser to enter]

FORM 2 - Goods Delivery and Acceptance Note				
Contract No.		Description		
Date of Contract		Delivery Date		Date of Goods Receipt
Purchaser:		Supplier:		Delivery Address/es:
Project Code:				

Item No.	Goods Description	Unit	Quantity Ordered	Quantity Received	Discrepancies
Goods Received				Installation and commissioning (if applicable)	
I/We confirm having received in good condition the Goods listed above in the quantities stated in the 'Qty Received' column. Any discrepancies between quantities ordered and those delivered or between the specifications of the Goods ordered and also the Goods delivered are recorded in the "Discrepancies" column. Any further shortages that could not reasonably be noticed at the time of delivery and receipt will be notified in writing within 48 hours after the delivery.				I/We confirm that installation and commissioning has been satisfactorily completed for the Goods listed above in the quantities stated in the 'Qty Received' column. Any discrepancies or shortages are recorded in the "Discrepancies" column. Any further shortages that could not reasonably be noticed at the time of installation and/or commissioning will be notified in writing within 48 hours after the installation and/or commissioning.	
Name:				Name:	
Organization:				Organization:	
Designation:				Designation:	
Signature:				Signature:	
Stamp:				Stamp:	
Date:				Date:	



FORM 3 - Performance Security (Bank Guarantee)

[To be provided on headed notepaper of the bank issuing the guarantee]

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

PERFORMANCE GUARANTEE No.: [Enter Guarantee Number]

We have been informed that [Name of the Contractor] ('the Contractor') has entered into Contract No [Enter Contract Number] dated [enter date] with you, for [Enter description] ('the Contract').

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

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in words and figures]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than [Enter date]² 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 [insert number in words] months, in response to your written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Seal of Bank and Signature(s)]

Note:

¹ Insert the amount representing 10% of the Contract Price and denominated in the currency of the Contract.

² Enter the date thirty days after the expiry of the warranty obligations, as established in the contract. The Beneficiary should note that in the event of an extension of the time for completion of the Contract (and therefore the warranty period), the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



FORM 4 - Advance Payment Security (Bank Guarantee)

[To be provided on headed notepaper of the bank issuing the guarantee]

To:

Beneficiary: [Enter beneficiary]

Date: [Enter date]

ADVANCE PAYMENT GUARANTEE No.: [Enter Guarantee Number]

We have been informed that [name of the Contractor] ('the Contractor') has entered into Contract No. [Enter Contract Number] dated [Enter date] with you, for [Enter description] ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, an advance payment in the sum of [Enter name of currency and amount in figures and words]¹ is to be made against an advance payment guarantee.

At the request of the Contractor, we [Enter name and address of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Enter name of the currency and amount in figures and in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligations under the Contract.

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 Contractor in its account number [Enter Contractor's account number] at [Enter name and address of the Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Contractor in its bank account until [Insert date]². Consequently, any demand for payment under this guarantee 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 [Insert number] months, in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Seal of Bank and Signature(s)]

Note:

¹ Insert the amount representing the amount of the advance payment.

² Insert the date stipulated in the Contract for completion of delivery. The Beneficiary should note that in the event of an extension of the time for completion of the Contract, the Beneficiary will need to request an extension of this guarantee from the Bank, accordingly. Such request must be in writing and must be made prior to the expiration date established in the guarantee.