



**The Maldives National University
CENTRAL ADMINISTRATION**

Rah'dhebai Hingun, Machchangoalhi
Male' (20371), Republic of Maldives
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[www: mnu.edu.mv](http://www.mnu.edu.mv)

Reference no: MNU-CA-PAMD/2023/53

INVITATION FOR BIDS

1. The Maldives National University (MNU) invites interested and eligible bidders to submit proposals for "Procurement of Human Resources Information System".
2. International competitive bidding (ICB) will be conducted in accordance with the procedures specified in the Public Finance Regulation.
3. Technical requirements and qualifications requirements are stated in the bidding document.
4. The Bidder shall furnish a **bid security for the amount of MVR 1,000.00**
5. To obtain further information, bidders should contact:

Human Resources Department
The Maldives National University
Rah'dhebai Hingun, Male', Maldives
Phone: +960 3345131, 3345136, 3345135
Email: hr@mnu.edu.mv

6. Deliver your bid to address mentioned above on **10:00hrs, Maldivian time on 7th May 2023**. Late bids will be rejected. Bids will be opened immediately after the deadline for bid submission in the presence of bidder's representatives.

19th April 2023





Information to Bidders

Section-1: Bid Data Sheet (BDS)

Subject:	Procurement of Human Resource Information System	
Bid reference number:	MNU-CA-PAMD/2023/53	Date: 19 th April 2023
Project completion duration:	To be specified by the bidder	
Bid awarding:	All work specified in section-3	
Eligible parties to submit bid:	<input checked="" type="checkbox"/> Both local and international parties <input type="checkbox"/> Only local business entities/individuals <input type="checkbox"/> Only local MSMEs	
Pre-bid/site visit meeting:	Date: Time: Venue:	
Clarification deadline:	Date: 27th April 2023 Time: 13:00hrs	
Bid submission and bids opening:	Date: 7th May 2023 Time: 10:00hrs Venue: Central Administration, The Maldives National University, Rah'dhebai Hingun, Male'	
Bid security amount:	MVR 1,000.00	Performance guarantee amount: N/A
Clarification contacts regarding technical specifications:	Human Resources Department The Maldives National University Rah'dhebai Hingun, Male', Maldives Phone: +960 3345131, 3345136, 3345135 Email: hr@mnu.edu.mv	
Clarification contacts regarding administration:	Procurement Department The Maldives National University Rah'dhebai Hingun, Male', Maldives Phone: +960 3345109, 3345110, 3345111, 3345148 Email: procurement@mnu.edu.mv	



Section-2: Instructions to Bidders (ITB)

1. Scope of Bid

- 1.1. MNU acknowledged in Section 1, Bid Data Sheet (BDS) that the Bidding Document was issued for the procurement of Goods and related services as outlined in Section 3, University's requirements. The BDS contains information on the name and identification.

2. Cost of Bidding

- 2.1. Bidders must pay for all expenses associated with preparing and submitting their bids, and MNU will not be held responsible or liable for those costs, regardless of how the bidding process proceeds. The bid, on submission to MNU, becomes the sole property of MNU, and the bidder has no right to reclaim any of the documentation.

3. Fraud and Corruption

- 3.1. MNU's policy is that Bidders, Suppliers, contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof must follow the highest ethical standards throughout the procurement and execution process. In pursuance of this policy:

- 3.1.1. For the purposes of this provision, the following terms have the meanings ascribed to them below:

- 3.1.1.1. "Corrupt Practice" is, offering, receiving, or soliciting anything of value to interfere with another party's conduct.

- 3.1.1.2. "Fraudulent Practice" refers to any act or omission, including a misrepresentation that is intentionally or negligently made with the intent of obtaining financial or other gain or avoiding an obligation, whether successful or not.

- 3.1.1.3. "Collusive Practice" is the act of two or more parties coming together to achieve an illegal aim, such as to persuade another



party to do something; and

3.1.1.4. "Coercive practice" is affecting or threatening to affect directly or indirectly, any party or the property of a party in order to influence improperly the actions of a party;

3.1.2. will reject the offer, If MNU determines that a Bidder who has been recommended for award, or any of its personnel, agents, sub-consultants, subcontractors, service providers, suppliers or/and employees has engaged in corrupt, fraudulent, collusive or coercive activities in order to win the Contract in question.

4. Eligible Bidders

- 4.1. A bidder may be an individual, a private company, a government-owned business, or any other combination of such businesses if the bid is opened for local parties only. Otherwise, the bid is open to all including international parties.
- 4.2. All Bidders found to have a conflict of interest will be disqualified. A conflict of interest may exist between a bidder and one or more parties in this bidding process, if:
 - 4.2.1. they have controlling shareholders in common; or
 - 4.2.2. for the purposes of this bid, they are represented by the same legal representative; or
 - 4.2.3. they have a relationship with one other, directly or indirectly through common third parties, that gives them the ability to access information about or impact another Bidders bid, or influence MNU's decisions regarding this bidding process; or
- 4.3. a bidder was a consultant involved in preparing Section 3, which is the subject of the bid; or
- 4.4. Any bidder that is declared ineligible by MNU under ITB 3 on or before the bid deadline, or thereafter, will be disqualified.



- 4.5. This bidding is only available to prequalified Bidders if a prequalification procedure has previously been done.

B. Contents of Bidding Document

5. Bidding Documents

- 5.1. The Bidding Document includes all the documents listed below and should be read in conjunction with any Addenda issued in accordance with ITB 7
- 5.1.1. Bid Form
 - 5.1.2. Information to Bidders
 - 5.1.2.1. Section 1: Bid Data Sheet (BDS)
 - 5.1.2.2. Section 2: Information to Bidders (ITB)
 - 5.1.2.3. Section 3: MNU's technical requirement with evaluation criteria
 - 5.1.2.4. Section 4: Appendices (forms)
- 5.2. MNU's announcement or invitation for Bids is part of the Bidding Document.
- 5.3. The bidding document shall be obtained from the source stated in the invitation for bids. MNU is not responsible for the incompleteness of the bid document if it was obtained from a source other than those identified in the invitation for bids.
- 5.4. The Bidding Document is a legal document that contains rules, procedures, conditions, and requirements governing the purchase of goods or services. The Bidder must read all instructions, forms, terms, and requirements in the Bidding Document. If the bid does not include all required information or documentation, it will be rejected.

6. Clarification of Bidding Document

- 6.1. The Bidder's designated representative is invited to a pre-bid meeting if provided for in the BDS. This session will be used to address any concerns and answer any queries that may arise at this time.
- 6.2. MNU will respond to any questions in writing or by email as soon as possible before the clarification deadline set forth in BDS.



6.3. Minutes of the pre-bid meeting, including the questions submitted without indicating who presented them, and the answers provided, as well as any responses prepared after the meeting, will be sent to all Bidders who are eligible in accordance with ITB 4. Modifications to the Bidding Document that become necessary as a result of the pre-bid meeting/site visit should be made by MNU exclusively through the issue of an Addendum/Amendment in accordance with ITB7 and not through the minutes of the pre-bid meeting.

7. Amendment of Bidding Document

- 7.1. MNU may modify the Bidding Document at any time before the bid submission by issuing an addendum/amendment.
- 7.2. Each addendum issued will be part of the Bidding Document and notified in writing or email to all those who have obtained it from MNU as per ITB5 or will be published in Gazette.
- 7.3. To give potential Bidders sufficient time to consider an addendum while preparing their bids, MNU may, at its discretion, extend the bid submission deadline under ITB16

C. Preparation of Bids

8. Cost of Bidding

8.1 MNU shall not be responsible or liable for any expenses associated with the bid's preparation and submission, and the Bidder will be responsible for all costs.

9. Documents Comprising the Bid

9.1. The bid submitted by the bidder must include all of the documentation listed in ITB 5, appendix-1, the bidder's checklist as well as any additional information requested in MNU's Requirements.

10. Bid Prices

10.1. The Bidder must submit the Bid Form. This form may not be modified in



any way and no substitutes are permitted. Any blank spaces on the form must be filled in with the information requested.

11. Currencies of Bid and Payments

11.1. The currency of the bid and the payment currency must be as stated in the BDS.

12. Documents Establishing the Qualification of the Bidder

12.1. If required in the BDS, a Bidder must provide a Manufacturer's Authorization. A Bidder that does not manufacture or produce the Products it offers to sell should submit the document.

13. Period of Validity of Bids

13.1. Bids shall be valid a minimum of 60 days after the bid submission deadline date set by MNU. A bid that is only valid for a shorter amount of time will be rejected by MNU as non-responsive.

13.2. In exceptional circumstances, MNU may request that Bidders extend the duration of their bids before it expires.

14. Format and Signing of Bid

14.1. The Bidder shall submit one original of the documents comprising the bid as described in ITB 5

14.2. The bid must be signed by a person or persons with authority to sign on behalf of the Bidder.

14.3. Amendments, interlineations, erasures, or overwriting must be signed by the person signing the bid.

D. Submission and Opening of Bids

15. Submission, Sealing and Marking of Bids

15.1. Bidders may always submit bids by hand. Bidders may have the option of submitting their bids electronically if this is specified in the BDS. The following are the procedures for sealing, and marking bids:

- Bidders submitting bids by hand shall include the original of the bid in a sealed envelope.



- The bid document should be according to the order specified in the checklist (appendix-1).
- Bidders who do not provide any of the required documents will be disqualified at the bid evaluation stage.

15.2. The envelope shall:

- bid subject, bid submission date and announcement number;
- provide the name and address of the Bidder;
- be addressed to MNU in accordance with ITB 15;

15.3. If envelopes and packages are not properly sealed and labelled as required, MNU will not be responsible for any mistakes or premature opening of the bid.

16. Deadline for submission of Bids

16.1. Bids must be submitted to MNU at the specified address no later than the stated deadline and time, which are stated in the BDS.

16.2. MNU, at its discretion, may extend the deadline for bids by amending the Bidding Document in accordance with ITB 7, which would extend all rights and responsibilities of MNU, and Bidders who were previously subject to the deadline.

17. Late Bids

17.1. Any bid received by MNU after the deadline for submitting bids, as set forth in ITB 16, will be declared late, rejected, and returned unopened to the Bidder.

18. Bid Opening

18.1. MNU must open the bid in front of Bidders' designated representatives and others who choose to attend, at the address, date and time stipulated in the BDS. If electronic bidding is allowed according to



BDS, any specific electronic bid opening procedures listed in the BDS shall be followed.

- 18.2. MNU will open the envelopes during the bid submission meeting, reading out the name of the Bidder, the Price(s), alternative bids, and any other information as deemed appropriate. Except for late bids, no bid shall be rejected during the bid opening.
- 18.3. MNU will create a record of the bid opening that must include at a minimum: the Bidder's name, the Bid Price, and any alternative proposals. The representatives of all Bidders who submitted bids on time should sign the record. The absence of a signature on the record does not render it invalid or impact its contents.

E. Examination of Bids

19. Confidentiality

- 19.1. The evaluation of bids is confidential and shall not be revealed to Bidders or any other persons not directly connected with the process. Information on the Contract award will not be shared with Bidders or any other individuals until after all submitters have been notified.
- 19.2. Any attempt by a Bidder to improperly influence MNU's evaluation of bids or Contract award decisions may result in its bid being rejected. From the time of bid opening until Contract award, if any Bidder wishes to communicate with MNU on any topic relating to the bidding process, it should send a written communication.

20. Clarification of Bids

- 20.1. MNU may request clarification from any Bidder at any time, and the response should be in writing. MNU has the option of asking a bidder for a further explanation of its bid at any time during the bidding process to assist with evaluation and comparison. Any clarifications supplied by a bidder that is not in reaction to a request from MNU shall



not be considered.

- 20.2. If a Bidder fails to respond to MNU's request for clarification by the specified date and time, its offer may be rejected.

21. Determination of Responsiveness

- 21.1. MNU will evaluate bids to determine if they meet the required conditions. Each bid must be signed correctly; contain the necessary documents; be adequately responsive to the bidding documents' requirements; and offer any clarification or support that MNU may need to assess their responsiveness.
- 21.2. The Evaluation Committee has the right to modify the eligibility criteria or a particular term in the Bid Document and apply it to all bids in an instance where no eligible or responsive bid is found through the terms of the Bid document.

22. Correction of Errors

- 22.1. MNU will compare the submitted bids to ensure that they are correct. Any arithmetic mistakes will be verified by MNU. Where there is a contradiction between the amounts in words and figures, the amount in figures shall prevail. In either of these cases, unless MNU's opinion is otherwise, the unit rate as quoted will govern, with any obvious gross misplacement of the decimal point in the unit rate corrected.
- 22.2. The amount stated in the bid will be adjusted by MNU in accordance with ITB 22.1 for the correction of errors, and with the bidder's agreement, it will be regarded as binding on the bidder. If a bidder does not accept the revised amount of the bid, its offer may be ruled invalid.

23. Qualification of Bidder

- 23.1. MNU shall assess the qualifying requirements, if set forth in Section 3, Evaluation Criteria, to determine whether the bid that was chosen as having offered the best proposal and substantially responsive bid.



- 23.2. The evaluation shall be based on an examination of the Bidder's documentation of qualifications submitted by the bid, as required by ITB 12.
- 23.3. The Contract shall be awarded to the Bidder who has received an affirmative determination. A negative determination will result in disqualification of the bid, at which point MNU will proceed to the next highest-rated bidder to assess that bidder's capacity to perform adequately.

24. MNU's Right to Accept Any Bid, and to Reject Any or All Bids

- 24.1. MNU has the right to accept or reject any offer and cancel the bidding process and reject all bids at any time before contract award, with no liability to bidders.

F. Award of Contract

25. Award Criteria

- 25.1. MNU shall select the best-rated and responsive to the Bidding Document, subject to ITB 24, and award the Contract to the Bidder who is determined to be qualified to execute the contract successfully.
- 25.2. At the time a Contract is awarded, MNU reserves the right to increase or decrease the quantity of Goods and Related Services specified in Section 3, Requirements, and without affecting bid unit prices or other conditions.

26. Notification of Award

- 26.1. MNU shall notify the successful Bidder in writing that its bid has been accepted before the end of the bidding period. The notification letter must state the amount of money that MNU will pay the Supplier in exchange for the supply of Goods and Related Services.



- 26.2. The notification of award, as it exists now, is a legally enforceable Contract until a formal contract and signature are obtained.
- 26.3. MNU shall simultaneously inform all other Bidders of the outcome of the bidding process via email or post on Gazette, the results, which include the bid as well as the following details:
- 26.3.1. Name of each bidder who submitted a bid;
 - 26.3.2. bid prices as read out at the start of the bidding process;
 - 26.3.3. name and evaluated pricing of each Bid that was considered;
 - 26.3.4. names of bidders whose bids were rejected for non-compliance or any other reason, as well as the duration and summary scope of the contract awarded. Bidders who lose may request a debriefing from MNU in writing to obtain answers regarding the reasons for their bids not being chosen. MNU must respond promptly in writing to any unsuccessful bidder who requests a debriefing after the contract award.

27. Signing of Contract

- 27.1. MNU is required to send the successful Bidder the Contract Agreement immediately upon notification.
- 27.2. The successful Bidder shall sign, date, and return the Contract Agreement to MNU within seven (3) days of receiving it.



Section-3: Technical requirements with evaluation criteria

Specifications for HRM System

Technical Requirements
Web-based system with cross browser compatibility
Cloud-based Hosted Services
Modern consumer based UX/UI with technologies such as Motion View Control
Widget capabilities
Database backup/restore capability
Database should not have duplicate/redundant data
System Security and audit Capability
Active Directory and Email-based user authentication
MS SQL Data Migration
Mobile version (Android and Iphone compatible)
Modular Based
Geo-tag Attendance Capabilities
Multi-Lingual (English and Dhivehi)
Should be Integration with different type of biometric attendance terminal (including existing machine and terminal)
Functional Requirements
Selfservice Portal
Supervisor Dashboards
Manage all employee details, attendance, leave and payroll
Manage employee records
Manpower Planning, Recruitment Management, Onboarding and Offboarding, Staff transfers and hibernations of positions
Make designation/position changes as required (without termination and re-hiring)
Configurable flexi-time/shift duty and Odd Shift Duties with day cross-over functionality: minimum of 3 shifts - required
Time-Sheets function for flexi or remote working staff or for General attendance Adjustments.
Employee portal and Profile Manager (to view his/her information, attendance details, apply for leave, check balance, leave status, view payslips etc)
Flexible HR process approval functionality (configurable approval levels with Notifications)
Automated Payroll Management According to University Policies and Local Regulations
Multi-Currency Payroll processing
Generate SAP compatible payroll sheets
Ability to post payslips (for HR staff) and view payslips (for employees)
Integrated performance appraisal functionality
Probation Evaluation and Job Confirmation
Staff appeal submission capability

Digital filing system for HR related documents
Staff Retirement Management
Manage various benefits (e.g. service allowance, shift duty allowance, phone allowance, Staff Loans) as required
Asset Management (e.g. record of computers, laptops, others assigned to staff)
Manage expatriate details (e.g. passport, visa, work permit details)
Staff Learning Management System
HR Analytics and Custom reports
View status of attendance devices
Leave Planning and Leave Calendar
Leave chit printing functionality (ability to format according to requirements)
HR Service Request processing (Reference Letters ... etc)
Support & Implementation
Initial setup and configuration (including server setup, attendance device setup & configuration, web server setup & deployment).
Customizations should be provided according to government and university policies and requirements.
Support with data entry and migration from the current HR system.
Configure all the management & reporting functions for use.
Training should be provided including technical training for IT , Admin and HR Staff (approximately 30 staff)
Assistance with 1 to 3 general staff training sessions if required.

Point Criteria for the selection HR Software		
	Criteria	Points
1	Proposed Price	10
	Lowest price (10points)	
	Second lowest (5points)	
	Third lowest (1 points)	
2	Duration and experience in industry	10
	Longest duration (10points)	
	Second longest duration (5points)	
	Third longest duration (1 points)	
3	Modern contemporary Software user Interface	10
	Highest level of UI customization, dynamic interface (10 points)	
	Second highest level of UI customization, dynamic interface (5points)	
	Lowest level of UI customization, static interface (0 points)	
4	Storage Limit	10
	Maximum (10 points)	
	Medium (5points)	
	Lowest (1 point)	
5	Features and Capabilities	15
	Cover maximum HR functions ready to implement (15 points)	
	Second (10 points)	
	Third (5 points)	
6	Local Language Compatability	5
7	Cloud service (Software should be provided by default as a cloud service)	10
	Hosted on reputable cloud services (eg;Aws, Microsoft Azure,GCP etc) (10 points)	
	Hosted on other services (5 points)	
8	Scalability in customization	10
	Ease of end-user configuration capabilities and scalability (10 points)	
	Second (5 points)	
	Third (1 points)	

Section-4: Appendices [forms]

BIDDER'S CHECKLIST

#	Document name	Please <input checked="" type="checkbox"/> if you've attached the document	To be completed by MNU
1	Bidder's checklist [Appendix-1 , this document]		
2	Copy of Business Registration Certificate. National ID card copy [if the bidder is an individual]		
3	Bid form [Appendix-2]		
4	Bidder's profile form [Appendix-4]		
5	Summary of recent works [Appendix-5]		
6	Tax Clearance report from Maldives Inland Revenue Authority (minimum 3 months from the date of Bid Submission) – <i>only local parties are required to submit this form</i>		
7	Evaluation Form for Bidder's Experience, Competence and Financial Competence [Appendix-3] – <i>this form is only required to submit for bids evaluating the bidder's experience</i>		
8	Experience reference documents		
9	Bid Security document [Appendix-6] – <i>this document is only required to submit if mentioned on BDS</i>		
10	B.O.Q form – <i>this document is only required to submit if mentioned on BDS</i>		
11	Financial capability documents (bank statements / audited financial statements) – <i>mandatory document if the bidding value is above MVR 500,000.</i>		
12	A document specifying technical specification, model, pictures or warranty details – <i>this document is only required to submit if mentioned on section-3</i>		
13	Micro, Small, and Medium Enterprises (MSME) registration certificate – <i>if local MSMEs are only eligible to submit the bid</i>		
14	Documents are attached according to this checklist's order		
15	Page numbers were written correctly and orderly on all pages		
16	Signed and stamped on all pages		
17	The whole bid document is bound/stapled		

Note: All documents specified 1-5 are mandatory for all MNU tenders. Failing to submit any of these documents will result in "disqualification" during technical evaluation. Tax clearance is mandatory for all tenders open to local parties only. Experience and financial capability forms are mandatory to submit for bids evaluating bidders' experience. Marks for experience will only be given if experience documents are submitted along with the Experience and financial capability form. The document mentioned on 9,10 and 12 are required to submit if mentioned on BDS. The document mentioned on 11 is mandatory to submit if the bidding value is above MVR 500,000. Failing to Submit this document will result in "disqualification" during technical evaluation. If the tender is opened for local MSMEs, a copy of the MSME registration certificate is mandatory to submit. All bidders must follow the requirements mentioned on 14-17.

BID FORM

Bid Title: *Procurement of Human Resources Information System*

Bid number: *MNU-CA-PAMD/2023/53*

Bidder details:

Company/business name:	
Business registration number:	
Contact person:	
Email address:	
Contact number:	

Prices:

#	Description	Unit	QTY	Rate	Amount
Gross total [before tax]					
Tax [GST]					
Grand total					

Delivery period (in calendar days): _____

Authorized signatory and business stamp

**EVALUATION FORM FOR BIDDER'S EXPERIENCE,
COMPETENCY AND FINANCIAL COMPETENCY**

To be filled by the bidder:

Bidder name:	Corporate address:	
Phone:	E-mail:	
EXPERIENCE	The highest points	Points earned
(From the date of submission of this application) the total number of projects completed in the last 10 years <i>(Points will be awarded for 10 completed projects related to this bid, 02 points for each completed project)</i>	20	
Total points	20	
I hereby declare that the information provided is accurate and correct.		
Signature: _____		
Name: _____	<i>Company stamp:</i>	
Designation: _____		
Date: _____		

To be completed by MNU:

BIDDER'S COMPETENCE	The highest points	Points earned
Submitted document(s) with evidence of required skills. <i>Points will be awarded only for bids that require specific skills.</i>	10	
Proof of adequate financial competence to carry out the requirement of the submitted bid. <i>(Points will be awarded only for projects starting from MVR 500,000 and above. Points will be awarded according to the "Financial competence Form".)</i>	20	
Total points	30	

To be completed by MNU:

Calculation of total score			
Experience category;	Points obtained from the form	Percentage	Percentage received
Experience:			
Competence (Skills):			
Competence (Financial):			
TOTAL			

To be completed by MNU:

Filled by	Checked by
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:

FINANCIAL COMPETENCE FORM

[To be filled by the bidder]

INCOME OF THE LAST 3 YEAR:

(Income specified in the financial statement is to be included in this section). [5 points]

Year	20---	20---	20---
Income			
Average income of past 3 years:			

BANK BALANCE AND CREDIT FACILITY [15 points]

A maximum of 50 percent of the project cost can be considered acceptable.

Bank balance information				
#	Account number	Account type	Currency (USD/MVR)	Balance of last month
Total				

Credit facility information					
#	Credit issuer	Issued date	Period	Currency (USD/MVR)	Amount
1					
2					
3					
4					
5					
6					
Total					

To be filled by the University:

Filled by:	Checked by
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:

BIDDER'S PROFILE FORM

Company/business name:	
Business registration number:	
Registered date:	
Corporate address:	
Email address:	
Contact number:	
Managing director/owner:	

Main business activities:

Additional information:

SUMMARY OF RECENT WORKS

#	Project	Value (in MVR)	Completed date	Client
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note: Bidders are required to include only recent 10 projects completed in the past 10 years. Please list and submit works/projects related to this tender scope. Points will only be given if Project completion certificates (in the client's letterhead) are submitted along with bid documents.

Authorized signatory and business stamp

BID SECURITY FORMAT

The Issuing Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.

_____ [Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Procuring Entity]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. [Procurement Reference number] (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([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 Procuring Entity 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 the office on or before that date.

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

[signature(s)]

PERFORMANCE GUARANTEE FORMAT

[The issuing 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)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

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

Beneficiary: *[insert complete name of Procuring Entity]*

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)¹ 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 your 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]*,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 *[six months]* *[one year]*, in response to the Procuring Entity's written request for such extension, such request is 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.

.....
[signatures of authorized representatives of the bank]

¹ *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 Procuring Entity.*
² *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee.*

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)]*

Title of the procurement: *[Insert general title of the procurement]*

Procurement Reference No: *[insert reference]*

[Issuing bank's letterhead]

Beneficiary: *[insert legal name and address of Procuring Entity]*

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 Agreement]* 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 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)³ 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 uses 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 on 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 date⁴]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Procuring Entity's written request for such extension, such request is 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.

[signature(s) of authorized representative(s) of the bank]

³ *The issuing 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 Procuring Entity.*

⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule.*