

ԱՎՏԵԿՈՄ ԱՏՈՒՄ ԳՐԵՍՆԵՐԻ ԿՈՄԻՏԵ
ԴՆՊ, ԵՐԵՎԱՆ

ԱՏՏԵՐԻՍՏԵՑ ԶՆՆԱԾՈՒՄ ԱՏՈՒՄ ԳՐԵՍՆԵՐԻ ԿՈՄԻՏԵ ԴՆՊ

1. ՏԵՂԵԿ ԴՆՊ ԱՏՈՒՄ ԳՐԵՍՆԵՐԻ

1.1. ԱՐԴՅՈՒՄ ՏՐՆՏԵՑ: (IUL)453/1/2026/32

1.2. ԱՐԴՅՈՒՄԻ ԱՏՐՈՒՄ: 01

1.3. ԱՏՏԵՐԻՍՏԵՑ ԶՆՆԱԾՈՒՄ ԿՈՄԻՏԵՑ ԿՆԱՐԻ ԿՈՄԻՏԵ:

1.3.1. ԿՈՄԻՏԵ: 07.06.2026

1.3.2. ԿԷ: 10:00

1.3.3. ԿՈՄԻՏԵ: ԱՎՏԵԿՈՄ ԱՏՈՒՄ ԳՐԵՍՆԵՐԻ ԿՈՄԻՏԵ, ԶԵՆՆԱԾՈՒՄ, ԶԵՆՆԱԾՈՒՄ

1.4. ԱՏՏԵՐԻՍՏԵՑ ՆԱՏՔԻՆ, ԱՏՏԵՐԻՍՏԵՑ ԶՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԱՏՈՒՄ ԳՐԵՍՆԵՐԻ ԿՈՄԻՏԵ ԶՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ

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1.5. ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ

(procurement@avsecom.gov.mv) ԳՐԵՍՆԵՐԻ: 3013456 (ՏԵՂԵԿ ԶՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ 09:00 ԵՐ 13:00)
ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ

1.6. ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ

1.7. ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ
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1.8. ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ ԶԵՆՆԱԾՈՒՄ
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AGREEMENT DRAFT

BID SECURITY FORMAT

Security (Tender Bond)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Tenderer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “the Procuring Entity”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the ___ day of _____, 20___, for the supply and delivery of *[general description of goods]* (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender during the period of tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender 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 Tenderers.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in Maldivian Rufiyaa or the equivalent amount in a freely convertible currency.

ADVANCE PAYMENT GUARANTEE
FORMAT

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _ *[Insert name and Address of Purchaser]*

Date: _ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _ *[Insert guarantee reference number]*

Guarantor: _ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount has been certified for payment, or on the *[insert day]* day of *[insert month]*, ² *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

PERFORMANCE GUARANTEE FORMAT

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date sixty days after the expected completion date as described in pre-bid document Clause 8.2. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.