

Government of Yobe State

STANDARD BIDDING DOCUMENT

for the Procurement of Non- Consulting Services

Important Note for users of this document:

When editing this document, ensure that you do not delete any **Section Breaks**.

Note the following conventions within this standard document:

[Instruction shown in italics in red [] are instruction/guidance for the draftee of the document and should be deleted afterwards before the document is issued to Bidders]

{Instructions shown in black in { } are for the guidance of Bidders and should be retained in the document unaltered.}

This box and contents should be deleted from the finished document prior to issue.

STANDARD BIDDING DOCUMENT FOR THE PROCUREMENT OF NON-CONSULTANCY SERVICES

Procurement Reference Number:

**Standard Bidding Document for
the Procurement of:**

Procurement Reference No:

Procuring Entity:

Date of Issue:

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Part 1: INSTRUCTIONS TO BIDDERS AND BID FORMS

INSTRUCTIONS TO BIDDERS

1. References

The definitions used in the General Conditions of Contract for the Procurement of Non-Consultancy Services shall apply to this Standard Bidding Document. The terms and requirements in the Public Procurement Law, and the subsisting Public Procurement Guidelines govern the submission of Bids and should be read by all Bidders.

2. Procurement Reference Number:

[Insert the procurement reference number.]

3. Preparation of Bids

You are requested to bid for these items by completing and returning the following documentation:

- (1) the Bid Submission Sheet and related documents in this Part;
- (2) a copy of your certificate of registration demonstrating your registered supplier status;
- (3) a copy of your Tax Clearance Certificate;
- (4) *[list any other documents required, including any documents to demonstrate eligibility and/or administrative compliance]*

You are advised to carefully read the complete Bidding Document, including the General Conditions of Contract which are available on the Yobe State Bureau on Public Procurement (Bureau)'s website (<http://www.....>), before preparing your Bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. All pages of the Bid must be clearly marked with the Procurement Reference Number above.

4. Clarification

Clarification of the bidding document may be requested in writing by any Bidder up to *[state date which should be the mid-term of the bidding period]* and should be sent to *[insert name and address of contact person]*.

5. Pre-bid meeting

A pre-bid meeting will be held at *[state time, date and place of any pre-bid meeting or delete if none will be held.]*.

6. Services to be performed, location(s) and other requirements

The services to be performed under the contract, the location or locations where these services are to be performed, the times of performance and the manpower, equipment and other resources required and the supervising agent at these locations are stated in the Statement of Requirements in Part 2. Bidders shall signify their acceptance of these requirements when submitting their Bid.

The Supervising Agent shall have authority on behalf of the Procuring Entity to give directions on the performance of the services and to approve satisfactory completion of these services.

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the location(s) and its surroundings and obtain all information that may be necessary for preparing the Bid and entering

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into a contract for the Services. *[For this purpose, the Procuring Entity has arranged a site visit to take place on [state date and time and contact person or delete if inapplicable.]]* The costs of visiting the Site shall be at the Bidder's own expense.

7. Documents establishing conformity of services

To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid a proposed methodology, work plan and schedule to establish that the services will be carried out in accordance with the required technical specifications and quality standards.

Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer in the Statement of Methodology, Work Plan and Schedule in this Part other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified.

8. Eligibility and qualification requirements

Bidders are required to meet the criteria in GCC 6 to be eligible to participate in public procurement and to be qualified for the proposed contract.

Bidders shall demonstrate that they have the qualifications, resources and experience to perform the contract to satisfactory standards, as indicated in the Statement of Requirements.

9. Validity of Bids

The tender validity required is *[insert number of days]* from the deadline for submission of bids.

10. Submission of Bids

Bids must be submitted in writing in a sealed envelope and deposited in the marked bid box at the location below, no later than the date and time of the deadline below.

The Bidder shall mark the outer envelope with the Bidder's name and address and the Procurement Reference Number.

[State whether any additional copies of the Bid should be provided. If so, the Bidder shall prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition, state the number of copies of the Bid, which shall be clearly marked "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail].

Late bids will be rejected. The Procuring Entity reserves the right to extend the bid submission deadline but shall notify all potential bidders who have collected the bidding document of the amended bid submission deadline.

Date of deadline: *[DD/MM/YY format]*

Deadline Time:
[insert time]

Submission address: *[insert address]*

Means of acceptance: *[State the location of the marked bid box and the times when Bids may be deposited.]*

11. Bid opening

Bidders and their representatives may witness the opening of bids, which will take place at the submission address immediately following the deadline for submission.

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12. Withdrawal, amendment or modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid Validity specified by the Bidder or any extension thereof.

13. Bid Prices and Discounts

The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified in the Price Schedule included in this Part.

14. Bid Security

The Bidder shall include

A bid security of *[Insert value of bid security which must be a fixed amount of two percent of the bid price offered by each bidder]* in the following form *[state the acceptable form of bid security]*.

Any bid not accompanied by a Bid Security, where this is a requirement of bidding, shall be rejected by the Procuring Entity as non-responsive.

The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all intended partners.

15. Evaluation of Bids

Bids will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders and to confirm that the Bid is administratively compliant;
2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements;
3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

Bids failing any stage will be eliminated and not considered in subsequent stages.

16. Currency

Tenders should be priced in Nigerian Naira.

[or]

Tenders should be priced in Nigerian Naira or any other freely convertible currency. The currency of evaluation will be Nigerian Naira. Bids in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Central Bank of Nigeria on the date of the submission deadline, see <http://www.cbn.gov.ng/>. *[delete if alternative currencies not permitted]*

17. Award of Contract

The lowest evaluated bid, after application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document shall be recommended for award of contract. The proposed award of contract shall be by issue of a Notification of Contract Award, which shall be effective until the signing of the contract documents. Unsuccessful Bidders shall receive the Notification of Contract Award and may submit an application for administrative review to the Procuring Entity in terms of section 55 of the Law.

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18. Right to Reject

The Procuring Entity reserves the right to accept or reject any Bid or to cancel the procurement process and reject all Bids at any time prior to contract award.

(1) The Procuring Entity may reject a Bid that had been found to be the lowest responsive evaluated offer in favour of a higher Bid in the following circumstances:

- (a) where the lowest evaluated price is substantially above the estimated price in the procurement plan, so that budgetary provision may not be available to fully pay for the procurement;
- (b) where there is concern that the bid price is substantially lower than the estimated price, raising concerns whether the bidder has fully understood the contractual commitment and thus presenting a risk of failure to provide required services.

(2) The Procuring Entity may cancel the procurement process and reject all bids at any time prior to contract award owing to various circumstances, including:

- (a) where the integrity of the bidding process has been compromised by any factor, such as corruption, leakage of confidential internal communication, etc.;
- (b) incorrect tender document was issued and used;
- (c) insufficient bids were received, and the number of responsive bids does not ensure genuine competition;
- (d) all responsive bids substantially exceed the budget; or
- (e) funds for the procurement contract becomes unavailable for any reason.

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Bid Submission Sheet

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the Price Schedule and Statement of Methodology, Work Plan and Schedule together with any other documents requested in Part 1. Any variation from the Statement of Requirements should be indicated in the Statement of Methodology, Work Plan and Schedule, otherwise you commit to complying fully with these Requirements.

Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. In case the Bidder is a Joint Venture (JV), the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information}.

Procurement Reference Number:

Subject of Procurement:

Name of Bidder:

Bidder’s Reference Number:

Date of Bid:

We offer to perform the services listed in the Statement of Requirements to the indicated specifications and standards, at the prices indicated on the attached Price Schedule and in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we meet the eligibility criteria as specified under Instruction 8 in Part 1: Instructions to Bidders.

The validity period of our bid is:{days} from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

Bid Authorised By:

Signature	Name:
Position:	Date:(DD/MM/YY)
Authorised for and on behalf of:	

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Procurement Reference Number:

Company
Address:
.....

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Bank Guarantee for Bid Security

[this is the format for the Bid Security to be issued to the Bidder by a Bank Acceptable to the Procuring Entity in accordance with Part 1 Clause 12]

Invitation for Bid No:

Date:

Bid Package No:

To:

[Name and address of Procuring Entity]

BID GUARANTEE No:

We have been informed that *[name of Bidder]* (hereinafter called “the Bidder”) intends to submit to you its Bid dated *[date of Bidder]* (hereinafter called “the Bidder”) for the execution of the supply of *[description of goods]* under the above Invitation to Bid (hereinafter called “the ITB”).

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

At the request of the Bidder, we *[name of bank]* hereby irrevocably undertake to pay you, without delay, cavil or argument, any sum or sums not exceeding in total an amount of Naira *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement 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) does not accept the correction of errors in accordance with the Instructions to Bidders or ITB; or
- (c) having been notified of the acceptance of the Bid by the Procuring Entity during the period of Bid validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or
 - (ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Contract signed by the Bidder as issued by you; or
- (b) if the Bidder is not the successful Bidder, twenty-eight days after the expiration of the Bidder’s Bid validity period, being *[date of expiration of the Bid]*. Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

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List of Services and Price Schedule

Procurement Reference Number: _____

Bidder's Name: _____

Bidder's Reference Number: _____

Note to Bidders: Complete the currency of your quotation and the unit and total rates for each item listed below.

Currency of Quotation/Contract: _____

Item No	Description of Services	Input Quantity	Unit of Measure	Unit Rate	Total Price
				Other additional costs	
				Total	

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Proposed Methodology, Work Plan and Schedule

{State the methodology and work plan you would propose to complete the required Services, the associated resources and the schedule for commencement and completion.}

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Part 2: Statement of Requirements

The following specific requirements for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

Subject	Requirement <i>[Delete where inapplicable.]</i>
Services to be performed	<i>[Provide a full description of the Services to be performed under the Contract.]</i>
Location(s)	<i>[Indicate the location or locations where the Services are to be performed. State whether the Services are to be performed in all parts of the location or in specified parts thereof.]</i>
Time of performance	<i>[State the hours during which the Services should be performed and whether the services are to be performed on weekdays or on public holidays as well.]</i>
Duration of contract	<i>[State the commencement and completion dates under the Contract.]</i>
Manpower	<i>[State any specific manpower requirements, in terms of number of staff, and the qualifications and experience required of the Key Personnel, including any manager and other supervisory staff]</i>
Equipment	<i>[State any equipment that the contractor will be required to provide.]</i>
Resources	<i>[State any financial or other resources that the contractor will be required to hold in order to demonstrate capability to perform the Contract and the evidence needed to verify this.]</i>
Other requirements	<i>[State any other requirements relating to performance of the Services.]</i>
Supervision of performance	<i>[State how the work will be supervised, and satisfactory completion certified at each location.]</i>

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Part 3: Contract

{For completion with the authorised representative of the Procuring Entity following Notification of Contract Award.}

Procurement Reference:....

THIS CONTRACT AGREEMENT is made the *[insert: date]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Yobe State Government, or its corporation incorporated under the laws of Yobe. State]* and having its principal place of business at *[insert full postal address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Contractor]*, a corporation incorporated or registered under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert full postal address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Procuring Entity invited Bids for certain Services, viz., *[insert brief description of Services]* and has accepted a Bid by the Contractor for the performance of those Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Schedule of Requirements;
 - (e) The Contractor’s Bid Submission Sheet, List of Services and Price Schedule and Statement of Methodology, Work Plan and Schedule;
 - (f) The Procuring Entity’s Notification of Contract Award;
 - (g) *[Add here any other document(s)]*.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

- 5. The Procuring Entity hereby covenants to pay the Contractor in consideration of the performance of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Procuring Entity

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

For and on behalf of the Contractor

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

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General Conditions of Contract

Any resulting contract is subject to the Yobe State General Conditions of Contract (GCC) for the Procurement of Non-Consulting Services (copy available on the Bureau’s website: <http://www...../>) except where modified by the Special Conditions below.

Special Conditions of Contract

Procurement Reference Number:

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC reference	Special Conditions
GCC 4.3 (a) and 12.1	<p>Authorised representatives:</p> <p>1. The authorised representative of the Procuring Entity is <i>[names and contact details, including address for delivery of notices].</i></p> <p>2. The authorised representative of the Contractor is <i>{names and contact details, including address for delivery of notices}.</i></p>
GCC 6.1	<p>Ineligible countries: Nationals of the following countries are ineligible to be a Contractor or Sub-Contractor under this Contract. <i>[State none if no countries ineligible.]</i></p>
GCC 19.1	<p>Insurance to be taken out by the Contractor:</p> <p>[The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nigeria by the Contractor or its Personnel or any Sub-Contractor or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) Professional liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of laws of Yobe State and applicable federal laws of Nigeria, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract.</p> <p><i>[Note: Delete what is not applicable].</i></p>
GCC 24.1	<p>Performance Security: <i>[State whether a Performance Security is required and, if so, the amount and form of such security, which shall not exceed ten (10) percent of the Contract value.]</i></p>

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GCC reference	Special Conditions
GCC 26.1	Liquidated damages: The rate of liquidated damages shall be <i>[State amount as a rate per day or delete if liquidated damages do not apply].</i>
GCC 29.2	Price adjustment: <i>[State whether prices will be fixed for the Contract period or any adjustment factor that shall apply.]</i>
GCC 30.1 and 30.3	Payment schedule: The terms of payment shall be <i>[State:</i> <div style="margin-left: 40px;"> <i>i. For regularly performed services: the specified period (usually one calendar month) for which payment will be made for the total amount of Services performed during that period;</i> </div> <div style="margin-left: 40px;"> <i>ii. For single or occasional services: the time after completion (usually 60 days) within which payment will be made.]</i> </div>
GCC 30.2	Payment procedure: <i>[State any other documentation that must accompany the Contractor's invoice.]</i>

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Procurement Reference Number:

Performance Security

[Delete page if no Performance Security is required in the SCC]

[The issuing bank, as requested by the successful Tenderer, 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:

We have been informed that *[name of the Contractor]*, (hereinafter called “the Contractor”) has entered into Contract No. *[procurement reference number of the Contract]*. dated *[insert day and month]*, *[insert year]*, with you, for the execution of *[name of contract and brief description of Works]* (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 Contractor, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]*¹.... (. *[amount in words]*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 the day of , ², and any demand for payment under it must be received by us at this office on or before that date. 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 Procuring Entity’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, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....

[Seal of Bank and Signature(s)]

Note

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

² *Insert the date twenty-eight days after the expected completion date. The Procuring Entity should note that in the event of an extension of the time 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.*

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Advance Payment Security

[Delete page if no Advance Payment is required in the SCC]

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

Date: *[insert date (as day, month, and year)]*
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 have been informed that *[name of the Contractor]* (hereinafter called "the Contractor") has entered into Contract No..... *[procurement reference number of the Contract]*, dated*[insert day and month]*, *[insert year]* with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* *(..... *[amount in words]*) 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 under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the day of², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. 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 Procuring Entity'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, ICC Publication No. 758.
.....

[Seal of Bank and Signature(s)].....

Note –

All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.

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

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2 Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time 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.