
Request for Quotations of Goods
Procurement of:
*Delivery and Installation of Computer Tomography
scanners – 3 sets and the Related Services*

Ref No: G14
Project: Mongolia Covid-19 Emergency Response and Health System
Preparedness Project
Purchaser: Ministry of Health
Country: Mongolia
Issued on: 12 December 2023

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REQUEST FOR QUOTATIONS NO. G14**DELIVERY AND INSTALLATION OF COMPUTER TOMOGRAPHY SCANNERS
3 SETS AND THE RELATED SERVICES**

RFQ Date: 12 December 2023

This RFQ is for the procurement of Goods, **Delivery and Installation of Computer Tomography scanners – 3 sets and the Related Services.**

The Ministry of Health of Mongolia has received financing from the World Bank (Bank) toward the cost of the Mongolia Covid-19 Emergency Response and Health System Preparedness Project and intends to apply part of the proceeds toward payments under the contract for Delivery and Installation of Computer Tomography scanners – 3 sets and the Related Services.

The Ministry of Health of Mongolia now invites quotations from suppliers for the Goods and the Related Services described in Annex 1: Purchaser's Requirements, attached to this RFQ.

Eligible Goods and Related Services

All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country except for the following countries: none.

How to obtain the Request for Quotation document

The Request for Quotation document in the English language may be obtained by interested Bidders upon the submission of a written application to S.Munkh-Ochir, Procurement Specialist of Project Implementation Unit at email: munkh@ehp.mn with copy to B.Sansarmaa, Specialist, Investment Division, Ministry of Health at email: sansarmaa@moh.gov.mn. The Request for Quotation document is free of charge.

Language of Quotation

The Quotation, as well as all correspondence and documents relating to the Quotation exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Quotation may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language specified, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Performance Security

The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions.

Manufacturer's Authorization

A supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to

demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.

Minimum qualification criteria

- (a) **Specific Experience:** The Bidder shall demonstrate that it has successfully installed and put into operation at least 3 similar medical equipment during the past 5 years (2019-2023) cumulatively amounting to at least 80% of the budget. Similar medical equipment means Computer tomography scanners and/or Angiography machines and/or MRI scanners, of which at least 1 medical equipment must be Computer tomography scanner. The budget is USD 1,620,000.

In order to demonstrate it meets the required experience, the supplier and its authorized agent (if the case) shall furnish information regarding contracts completed as follows: purchaser name and address, country, name and object of the contract, date of contract completion, equipment and detailed related service supplied, contract amount, contract role (prime supplier, subcontractor, partner in Joint Venture) and the value of services executed by the supplier. The supplier and its authorized agent (if the case) will also provide the respective contract(s), Acceptance Certificates/ Delivery Protocol or similar to demonstrate the successful completion of the respective contracts.

- (b) **Documentary Evidence for conformity of Goods:** The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the Technical Specifications.
- (i) Column **“Technical specifications of bidder offered equipment”** by inserting information/data on each line/characteristic of actually offered model demonstrating the substantial responsiveness of the offered goods/services to the respective technical specification (item-by-item compliance);
- (ii) Column **“Bidder's comments and references in support of technical compliance”** by providing explicit cross references to the relevant supporting technical documentation, catalogues, brochures, etc. included in the quotation with clearly marked page, item and model numbers for the Purchaser to identify what is being offered under the quotation.

Stating only "Yes" or "No" or "Compliant" would not be sufficient for the Purchaser to evaluate the quotation's compliance with the technical requirements and may lead to rejection of the quotation on the ground of technical noncompliance.

- (c) **State Registration Certificate:** The bidder shall submit this Certificate.
- (d) **Capacity to carry-out the related services.** The supplier or its authorized agent(s) must be equipped, able and authorized to carry out the related services - installation, training, and warranty services – for the offered equipment in Mongolia. Documents required:
- (i) in case the related services will be carried out by the supplier: documents proving supplier's authorization to carry out installation and maintenance services for the offered equipment in Mongolia.
 “Statement on related services capacity” signed by the supplier's authorized representative, including the following information: (a) contact

information of the technical specialists in charge with services and maintenance of the equipment; (b) their qualified and experience staff, certified by the manufacturer to do user training and maintenance for the offered equipment (attach copies of such certificates);

“Supplier’s Statement of availability of the main spare parts, accessories and consumables” signed by the Supplier’s authorized representative, with prices that will be used/secured during the warranty period for the offered equipment.

- (ii) in case the related services will be carried out by the supplier’s authorized agent(s): the supplier must provide a document proving that they are represented in Mongolia by an authorized agent (i.e. copies of the relevant pages of service agreements or contracts excepting price information) or will present a letter of intent or pre-agreement with a local agent/s for provision of installation, training, warranty services for offered equipment. Documents proving agent’s authorization carry out installation and maintenance services for the offered equipment in Mongolia.

“Statement on related services capacity” signed by the supplier’s authorized representative, including the following information on the agent: (a) contact information of the technical specialists in charge with services and maintenance of the equipment; (b) their qualified and experience staff, certified by the manufacturer to do user training and maintenance for the offered equipment (attach copies of such certificates);

“Supplier’s Statement of availability of the main spare parts, accessories and consumables” signed by the Supplier’s authorized representative, with prices that will be used/ secured during the warranty period for the offered equipment. The statement will also confirm the availability of such spare parts, accessories and consumables at Agents’ premises.

- (e) In case the related services will be carried out by the supplier:
Special permit to conduct professional activities in medical field in the respect of Importing and supplying medical equipment: Mongolia registered bidder shall submit valid Certificate in regards to this.

In case the related services will be carried out by the supplier’s authorized agent(s):

Special permit to conduct professional activities in medical field in the respect of Importing and supplying medical equipment: Mongolia registered agent shall submit valid Certificate in regards to this.

- (f) **Local presence:** The Supplier shall be making available at least 2 qualified engineers in Mongolia during 24 months of the warranty period and thereafter for at least 10 years for the purposes of the warranty and other services. The Bidder shall submit CVs along with the credential for professional background.

Validity of offers

The offers shall be valid for 60 calendar days after the deadline for submission of Quotations.

Quoted Price

Prices shall be quoted in the following manner:

- (a) For Goods to be supplied from within the Purchaser's Country:
- (i) the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) if known, any Purchaser's Country taxes which will be payable on the Goods if the Contract is awarded to the Supplier, except VAT imposed on payments from the Purchaser to the Supplier under this Contract; and
 - (iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site): 1. Dornod aimag Regional Diagnostic and Treatment Center, 2. Sukhbaatar aimag General Hospital, 3. Khuvsgul aimag General Hospital.
- (b) For Goods to be supplied from outside the Purchaser's Country:
- (i) the price of the Goods, quoted CIP named place of destination in the Purchaser's Country – Ulaanbaatar, Mongolia, except customs duties, customs VAT, and VAT imposed on payments from the Purchaser to the Supplier under this Contract.
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) 1. Dornod aimag Regional Diagnostic and Treatment Center, 2. Sukhbaatar aimag General Hospital, 3. Khuvsgul aimag General Hospital.
- (c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, the price of each item comprising the Related Services (inclusive of any applicable taxes, except VAT imposed on payments from the Purchaser to the Supplier under this Contract).

The contractual unit prices shall be fixed during the Supplier's performance of the Contract and not subject to adjustment.

The Supplier may quote its price in a foreign currency of its choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

Clarifications

The Purchaser will respond in writing to any request for clarification received no later than fourteen (14) days prior to the deadline for submission of quotations. Late requests for clarifications received after this date will not be taken into consideration. All questions related to the quality of technical specifications must be raised prior to the quotations submission deadline for ensuring enough time for the Purchaser for responses so that these can be addressed early to all the potential bidders. No questions or complaints regarding technical specifications will be entertained after the bid submission deadline. Any clarification request regarding this RFQ may be sent in writing to S.Munkh-Ochir, Procurement Specialist of Project Implementation Unit at email: munkh@ehp.mn with copy to B.Sansarmaa, Specialist, Investment Division, Ministry of Health at email: sansarmaa@moh.gov.mn. The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

- a. Quotations are to be submitted in the form attached at Annex 2 and in accordance with this Request for Quotation document. The address for submission of Quotations is:
Project Implementation Unit

Office room #1103, 11th floor, Ayud tower
Olympic street 5, 1st khoroo
Sukhbaatar district, Ulaanbaatar - 14240, Mongolia

- b. The deadline for submission of Quotations is **16:00 hours (Ulaanbaatar time) of 08 January 2024.**

Opening of Quotations

Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations at the address above.

Evaluation of Quotations

Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

The comparison shall be on the basis of CIP (place of final destination) prices for Goods to be supplied from outside the Purchaser' country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Borrower's country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

Quotation will be evaluated for the whole lot/package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison.

For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: Mongolian Tugriks. The source of exchange rate shall be: Mongolbank (the central bank) at <https://www.mongolbank.mn/mn/currency-rate>. The date for the exchange rate shall be: the date set for deadline for submission of Quotations.

Contract Award

The Contract will be awarded to the Supplier/s who:

- a. offers the lowest evaluated price/s,
- b. technically compliant quotation, and
- c. guarantees delivery, in accordance with the delivery period/s in accordance with the Evaluation of Quotations above.

The Purchaser shall invite by the quickest means, *e.g. e-mail*, the successful Supplier/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.

The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract or as soon as practicable thereafter. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A). In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Ministry of Health of Mongolia

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Contract Forms

ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP)	Place of Final Destination (Project Site)	Applicable Incoterms	Delivery Period from Date of advance payment
1	Computer tomography scanners	3	set	Ulaanbaatar, Mongolia	1. Dornod aimag Regional Diagnostic and Treatment Center, Kherlen Soum, Bagh no. 7 2. Sukhbaatar aimag General Hospital, Baruun-Urt soum, Bagh no. 4 3. Khuvsgul aimag General Hospital, Murun soum, Bagh 4	2020	120 calendar days

1.2 List of Related Services and Completion Schedule

No.	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services from date of advance payment
1	Dornod aimag Regional Diagnostic and Treatment Center, local transportation, installation, civil works, commissioning	1	Set	Dornod aimag, Choibalsan, Kherlen soum soum	180 calendar days
2	Sukhbaatar aimag General Hospital, local transportation, installation, civil works, commissioning	1	Set	Sukhbaatar aimag, Baruun-Urt soum	180 calendar days
3	Khuvsgul aimag General Hospital, local transportation, installation, civil works, commissioning	1	Set	Khuvsgul aimag, Murun soum	180 calendar days

1.3 Technical Specifications

For technical specifications refer to the separately attached Excel Sheet

ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	[Insert Supplier's name]
Supplier's Representative:	[Insert name of Supplier's Representative]
Title/Position:	[Insert Representatives title or position]
Address:	[Insert Supplier's address]
Email:	[Insert Supplier's email address]

To:	Ministry of Health
Purchaser's Representative:	S.Tugsdelger
Title/Position:	Acting State Secretary
RFQ Ref No.:	
Date of Quotation:	

Dear S.Tugsdelger, Acting State Secretary, Ministry of Health of Mongolia

SUBMISSION OF QUOTATION**1. Conformity and no reservations**

In response to the above named RFQ we offer to supply the Goods, [*add if applicable*: "and the Related Services,"] as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

If awarded the Contract, the Goods [*add if applicable*: "and Related Services,"] that we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

3. Quotation Price

The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*]. This price does not include customs duties, customs VAT on goods to be imported by the Supplier, and VAT imposed on payments from the Purchaser to the Supplier under this Contract.

4. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

5. Performance Security

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

6. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[If none has been paid or is to be paid, indicate "none."]

Name of Recipient	Address	Reason	Amount

7. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

8. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier:
[insert complete name of person duly authorized to sign the Quotation]

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

SPECIFIC EXPERIENCE FORM

No.	Purchaser name and address, country	Name and object of the contract	Date of contract completion	Equipment and detailed related service supplied	Contract amount and currency	Contract role (prime supplier, subcontractor, partner in Joint Venture)	Value of services executed by the supplier (amount and currency)	Bidder's comments and references in support of technical compliance (attach the respective contract, Acceptance Certificates/ Delivery Protocol or similar)

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: *[insert complete name of person duly authorized to sign the Quotation]*

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Price Schedules

For price schedule please refer to the attached Excel Sheet

Manufacturer's Authorization

[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Quotation submission]*
RFQ No.: *[insert number of RFQ process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of the Supplier]* to submit a quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) Ministry of Health of Mongolia, and having its principal place of business at Government Building VIII, Olympic Street 2, Sukhbaatar District 14210, Ulaanbaatar, Mongolia (hereinafter called "the Purchaser"), of the one part, and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, G14-Delivery and Installation of Computer Tomography scanners – 3 sets and the Related Services and has accepted a quotation by the Supplier for the supply of those Goods and Services at the sum of _____ (_____) hereinafter called "the Contract Price". The Contract Price includes all the taxes, except as: except customs duties, customs VAT, and VAT imposed on payments from the Purchaser to the Supplier under this Contract.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Award of Contract
 - (b) the Supplier's quotation
 - (c) Conditions of Contract
 - (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable 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 *[the Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Conditions of Contract

1. Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) “CC” means the Conditions of Contract. (c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) “Day” means calendar day. (g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract. (h) “CC” means the Conditions of Contract. (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (j) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them. (k) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (l) “Purchaser’s Country” is the country specified in the CC 2. (m) “Related Services” means the services incidental to the supply of the goods, such as insurance,
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	<p>installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</p> <p>(n) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(o) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) “The Project Site,” where applicable, means the place named in the CC.</p>
<p>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</p>	<p>2.1 The Purchaser is: Ministry of Health of Mongolia</p> <p>2.2 The Purchaser’s Country is: Mongolia</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are:</p> <ul style="list-style-type: none"> - Dornod aimag Regional Diagnostic and Treatment Center, Dornod aimag, Choibalsan, Kherlen soum - Sukhbaatar aimag General Hospital Sukhbaatar aimag, Baruun-Urt soum - Khuvsgul aimag General Hospital, Khuvsgul aimag, Murun soum
<p>3. Incoterms</p>	<p>3.1 The edition of Incoterms that shall apply is: <i>2020</i></p>
<p>4. Notices and Addresses for notices</p>	<p>4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><u>Address for notices to the Purchaser:</u></p> <p>Mr. L.Luvsan Director of Finance and Economy Department of Ministry of Health, email Luvсан@moh.gov.mn with copy to S.Munkh-Ochir, Procurement Specialist, munkh@ehp.mn</p> <p>Address: Ministry of Health, Government Building VIII, Olympic street-2, Sukhbaatar district, Ulaanbaatar 14210, Mongolia</p> <p><u>Address for notices to the Supplier:</u> <i>[insert the name of officer authorized to receive notices]</i></p>

		<p><i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[Electronic mail address]</i></p>
5. Governing Law	5.1	The Contract shall be governed by and interpreted in accordance with the laws of Mongolia.
6. Settlement of Disputes	6.1	<p><i>["CC 6(a) shall be retained in the case of a Contract with a foreign Supplier and CC 6 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."]</i></p> <p>(a) Contract with foreign Supplier:</p> <p><i>[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]</i></p> <p>All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p>(b) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
7. Shipping and other documents to be provided	7.1	<p>The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ol style="list-style-type: none"> 1) A copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; 2) Original copy of the negotiable, clean, on-board bill of lading, or an airway bill, or a railway consignment note, or a road consignment note, marked "freight prepaid"; 3) Copies of the packing list identifying contents of each package; 4) Insurance certificate; 5) Manufacturer's or Supplier's warranty certificate;

	<p>6) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>7) Certificate of origin.</p> <p>8) Acceptance Certificate issued by Medicines and Medical Devices Regulatory Agency of Mongolia https://mmra.gov.mn/?id=200138</p>
<p>8. Contract Price</p>	<p>8.1 The Contract Price is specified in Price Schedule 4.</p> <p>8.2 The unit prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.</p>
<p>9. Terms of payment</p>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The Purchaser shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing. Letter of Credit shall not be used.</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (____) [<i>currency of the Contract Price</i>] in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within 35 days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered and in the form of Advance Payment Security provided in the RFQ or another form acceptable to the Purchaser. (ii) On Shipment: Seventy (70) percent of the Contract Price of the Goods shipped shall be paid, within 35 days after submission of documents specified in CC 7. (iii) On Acceptance: Twenty (20) percent of the Contract Price of Goods received and installed shall be paid within 40 days of receipt and installation of the Goods upon submission of claim supported by the final acceptance certificate issued by the Purchaser. <p>Payment of local currency portion shall be made in Mongolian tugriks within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and</p>

	<p>that all other contracted services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Mongolian tugriks, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within 30 days of signing of the Contract upon submission of a claim for the amount. (ii) On Delivery: Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods within 30 days after submission of the documents specified in CC 7. (iv) On Acceptance: Twenty (20) percent of the Contract Price of Goods received and installed shall be paid within 40 days of receipt and installation of the Goods upon submission of claim supported by the final acceptance certificate issued by the Purchaser.
<p>10. Taxes and Duties</p>	<p>10.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>10.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser, except VAT imposed on payments from the Purchaser to the Supplier under this Contract.</p> <p>10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<p>11. Performance Security</p>	<p>11.1 The Supplier shall, within 21 of days of the notification of contract award, provide a performance security for the performance of the Contract.</p> <p>The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>The amount of the Performance Security shall be: 5% of Contract Price, denominated in the currency(ies) of the Contract, or in a freely convertible currency</p>

	<p>acceptable to the Purchaser. The Performance Security shall be in the form of the attached Demand Guarantee.</p> <p>The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the Completion of the Supplier's performance obligations including warranty obligations of 24 months under the Contract.</p>
12. Subcontractors	<p>12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
13. Specifications and Standards	<p>13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p>
14. Packing, marking and documentation	<p>14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, 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 goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>14.2 The packing, marking and documentation within and outside the packages shall be:</p> <p>Mongolia Covid-19 Emergency Response and Health System Preparedness Project Contract number G14 Delivery and Installation of Computer Tomography scanners – 3 sets and the Related Services</p> <p>1. Ministry of Health, Mongolia, World Bank 6833-MN, name of supplier, description of content including brand and model number, quantity, handling cautions, weight, etc.</p> <p>2. The Documentation: packing list attached to the outside of the package and also included in the inside of the packaging. The Packing list must indicate name of the item as included in the Section 1.3</p>

		(Technical Specifications). The Packing list must be put inside of a see-through plastic envelope. The packing list to be attached to the outside of the package must be protected from dust, moisture and security fixed/attached to the package.
15. Insurance cover	15.1	The insurance coverage shall be as specified in the Incoterms.
16. Transportation	16.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. The Supplier is also required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
17. Site of inspections and tests	17.1	The inspections and tests shall be conducted at: Ulaanbaatar, Mongolia by the Purchaser and its Medicines and Medical Devices Regulatory Agency of Mongolia.
18. Delivery Date and Completion Date	18.1	The Delivery Date of the Goods shall be: Delivery Period from Date of advance payment is within 120 calendar days.
	18.2	The Completion Date of Related Services shall be: Completion Period of Services from date of advance payment is within 180 calendar days.
19. Liquidated damages and bonuses	19.1	The liquidated damage shall be 0.05% of the price of the each of delayed Completion of Services for each day of delay until actual delivery or performance. The maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
20. Warranty	20.1	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 Contract.
	20.2	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 country of final destination.
	20.3	The warranty shall remain valid for 36 months after the Goods, or any portion thereof as the case may be,

	<p>have been delivered to and accepted at the final destination, or for 40 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be 30 days.</p> <p>20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, 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.</p> <p>20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: 1. Dornod aimag Regional Diagnostic and Treatment Center, 2. Sukhbaatar aimag General Hospital, 3. Khuvsgul aimag General Hospital.</p>
21. Copyright	<p>21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein 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.</p>
22. Fraud and Corruption	<p>22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.</p> <p>22.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
23. Inspections and Audit by the Bank	<p>23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts</p>

	intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
24. Limitation of Liability	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
25. Force Majeure	<p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure</p>

	<p>during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p>26. Termination</p>	<p>26.1 Termination for Default</p> <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (i) if the Supplier 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; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. <p>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 if applicable 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 if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>26.2 Termination for Convenience</p> <ul style="list-style-type: none"> (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

	<ul style="list-style-type: none">(i) to have any portion completed and delivered at the Contract terms and prices; and/or(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.
Additional Clauses	None

Attachment A to the Conditions of Contract
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt,

fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Performance Security
(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

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]*

Contract No.: *[insert Purchaser's reference for the specific Contract]*

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 a 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.

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.

¹ The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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."

[signature(s)]

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

**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]*

Contract No.: *[insert Purchaser's reference for the specific Contract]*

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 a 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]*.

This guarantee shall expire, at the latest, upon our receipt of a copy of the payment certificate indicating that ninety (90) percent of the Contract Price, 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.

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.*

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.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

Subject: **Notification of Award of Contract No.**

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract