

FORM OF BID BOND

NAME OF BANK OR OTHER INTERNATIONAL RECOGNIZED INSTITUTION.

DEAR SIRs,

OUR GUARANTEE REFERENCE NUMBER: _____

WE UNDERSTAND THAT name and address of bidder _____ (“THE APPLICANT”) ARE TENDERING FOR THE PROVISION OF _____ UNDER YOUR INVITATION TO ITB NUMBER _____ AND THAT A BID BOND OR BANK GUARANTEE IS REQUIRED FOR 2% OF THE AMOUNT OF THEIR BID.

WE, name and address of bank or other institution _____ HEREBY GUARANTEE PAYMENT TO YOU ON DEMAND OF UP TO USD _____ (UNITED STATES DOLLARS _____) IN THE EVENT OF YOUR AWARDED THE RELATIVE CONTRACT TO THE APPLICANT AND OF ITS FAILING TO SIGN THE CONTRACT IN THE TERMS OF ITS TENDER, OR IN THE EVENT OF THE APPLICANT WITHDRAWING ITS TENDER BEFORE EXPIRY OF THIS GUARANTEE WITHOUT YOUR CONSENT.

THIS GUARANTEE SHALL COME INTO FORCE AT _____ ON _____ BEING THE CLOSING TIME AND DATE FOR THIS BID, AND WILL EXPIRE AT _____ HOURS ON _____ (“EXPIRY”).

OUR LIABILITY IS LIMITED TO THE SUM OF USD _____ (UNITED STATES DOLLARS _____) AND YOUR CLAIM HEREUNDER MUST BE RECEIVED IN WRITING AT THIS OFFICE BY POST, COURIER OR BY FAX BEFORE EXPIRY ACCOMPANIED BY YOUR STATEMENT, BEARING YOUR HANDWRITTEN SIGNATURE, THAT THE APPLICANT HAS BEEN AWARDED THE RELATIVE CONTRACT AND HAS FAILED TO SIGN THE CONTRACT AWARDED IN THE TERMS OF ITS TENDER OR HAS WITHDRAWN ITS TENDER BEFORE EXPIRY WITHOUT YOUR CONSENT, AND SUCH CLAIM AND STATEMENT SHALL BE ACCEPTED AS CONCLUSIVE EVIDENCE (AND ADMISSIBLE AS SUCH THAT THE AMOUNT CLAIMED IS DUE TO YOU UNDER THIS GUARANTEE.)

CLAIMS AND STATEMENTS AS AFORESAID MUST BEAR THE DATED SIGNATURE OF THE CHIEF, PROCUREMENT DIVISION.

UPON EXPIRY THIS GUARANTEE IT SHALL BECOME NULL AND VOID, WHETHER RETURNED TO US FOR CANCELLATION OR NOT AND ANY CLAIM OR STATEMENT RECEIVED AFTER EXPIRY SHALL BE INEFFECTIVE.

THIS GUARANTEE IS PERSONAL TO THE UN AND IS NOT TRANSFERABLE OR ASSIGNABLE.