



PUBLIC TENDER NO.:GTNO. 10/17
“Manufacture, Supply and Replacement new Ducts and their
Expansion Joints for Raw Mill No. 361-RM1 in Cement Plant No.
(2) @ Umm-Bab, State of Qatar.”

شركة قطر الوطنية لصناعة الأسمنت (ش.م.م.ق)
Qatar National Cement Co. (Q.P.S.C)

SPECIMEN OF ADVANCE PAYMENT GUARANTEE

(ON LETTER HEAD OF BANK)

M/S. Qatar National Cement Co (Q.P.S.C.)

Post Box 1333, Doha

State of Qatar

Subject: Advance Payment Guarantee

Greetings,

By this irrevocable Guarantee, , State of Qatar, incorporated under the laws of State of Qatar (hereinafter called surety), pursuant to the execution of contract for the “**Manufacture, Supply and Replacement new Ducts and their Expansion Joints for Raw Mill No. 361-RM1 in Cement Plant No. (2) @ Umm-Bab, State of Qatar**”, as dated by and between Qatar National Cement Co. (Q.P.S.C.) (herein after called **the Owner**) and M/s (herein after called **Contractor**), this advance payment guarantee to bind ourselves and our successors and assigns both jointly as well severally to pay irrevocably and unconditionally on demand by the **Owner** and without any recourse to the **Contractor** or any third party, to the extent of amount QR being down payment amount equivalent to 5 % of the Contract total fixed lump sum price. Against simple written request from the **Owner** indicating that **Contractor** is in default and the **Owner** demands the amount to be paid by surety.

The guarantee shall come in force on effecting receipt of advance payment amount and shall be valid until issuing the Provisional Acceptance Certificate.

We undertake in the event of extension the supply or execution period beyond the fixed date, this guarantee shall cover that extension by extending its validity of this bank guarantee/advance payment guarantee upon your first demand & notwithstanding any contestants from the **Contractor** M/s.

Bank's Signature & Stamp



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6.2 Inclusive Contract Total Price

- 6.2.1 The Contract Total Price payable to the **Contractor** shall include all cost, overhead, profits, taxes, charges, payments to his sub-contractor(s) and all costs and expenses of whatsoever nature for the performance and completion of the Scope of Supply & Works pursuant to the terms of the Contract.
- 6.2.2 The **Contractor** signing the Contract confirms that he is aware of all other cost or charges to be incurred and which are necessary for it to carry out and complete the Scope of supply and works required under the contract.
- 6.2.3 No claim will be accepted by the **Owner** from the **Contractor** due to the **Contractor's** lack of knowledge in respect of any matter affecting the level or adequacy of the Contract Total Price payable to the **Contractor** pursuant to the terms of the Contract.

7. PAYMENT TERMS

100% of Contract fixed total lump sum price shall be released by the Owner in accordance with the methods & payment terms which are mentioned herein below:

- 7.1 05% of 100% of the Contract total fixed lump sum price If necessary, shall be paid to the Contractor within 10 days following the Contract concluded date as advance payment, upon the Owner receipt of advance payment guarantee amounting equal to same 05% and to be issued as per the form of Advance Payment Guarantee provided in the tender documents of this Public Tender No.:(GTNO 10/17). The advance payment guarantee to be issued by a first class bank operating in the State of Qatar, shall be valid until issuing of the Provisional Acceptance Certificate (PAC).
- 7.2 85% of 100% the total value for manufacturing & supplying of new ducts and their expansion joints to the site @ Umm.Bab, shall be paid to the Contractor on progress of supply and completion of all the replacement works of the new supplied ducts & their expansion joints with the existing ducts and their expansion joints of Raw Mill(361- RM1) in Cement Plant No.(2) Site @ Umm.Bab.
- 7.3 10% of Retention shall be deducted from all invoices and the retention amount shall be released upon issuance of the Final Acceptance Certificate (FAC).
- 7.4 Payment shall be made by Letter of credit / Transfer or A/C payee cheque shall be established / issued subject to point 7.3 above and withholding tax / Retention as per Income Tax Law No. 21 of 2009 of the State of Qatar.
- 7.5 The TT or Letter of credit LC to be established upon the **Contractor's** written request along with the Proforma Invoice including name, address with telephone & fax number, bank account number, branch, name of bank, amount, dated, description of item(s) & validity required for the Letter of Credit. The Letter of Credit shall be non-transferable and non-divisionable. All L/C expenses of LC in Qatar would be to the account of applicant. All expenses outside Qatar and extension fees would be to the account of beneficiary.
- 7.6 **Advance Payment Bond/Guarantee**
The **Contractor** shall issue an Advance Payment Guarantee in an amount equivalent to the down payment amount, through a first class reputable Bank operating in Qatar or any other Bank acceptable to the **Owner**. This guarantee will be issued after signing the Contract, and shall be valid until issuing of the Provisional Acceptance Certificate (PAC).
- 7.7 **Performance Bond**
Performance Bond of 10% of the Contract Total Price will be issued by a first class reputable Bank operating in the State of Qatar acceptable to the **Owner** and the validity shall start of this letter of guarantee before signing the Contract and shall cover the Contract execution period plus Twelve (12) months of the Defect Liability period until issuing the Final Acceptance Certificate.
- 7.8 **Currency**