

TENDER GUARANTEE

Date :

_____ [*name of beneficiary*]
_____ [*full registered address of beneficiary*]
(hereinafter referred to as “the Employer”)

OUR BANKER'S GUARANTEE NO. ____ FOR ____

1. We have been informed that _____ [*name of the Tenderer*] (hereinafter called “the Tenderer”) has submitted to you its Tender dated ____ (hereinafter called “the Tender”) for the execution of ____ [*name of Contract*](hereinafter called “the Contract”) under Invitation for Tenders No. ____ (“the IFT”). Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

MAXIMUM LIABILITY AND DOCUMENTARY REQUIREMENT CLAUSE

2. At the request of the Tenderer, we _____ [*name of issuing bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding the maximum aggregate of _____ (_____) [*amount in words and figures*] (hereinafter called “the Guaranteed Sum”) upon receipt by us of your first written demand in writing accompanied by this original Guarantee and a written statement in paper form stating that the Tenderer is in breach of its obligation(s) under the terms of the IFT, because the Tenderer:
 - (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the IFT; or
 - (b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract or (ii) fails or refuses to furnish the performance guarantee, in accordance with the terms of the IFT.

Such demand and accompanying statement shall be final and conclusive between us of any and all amounts owing to you by the Tenderer.

VALIDITY CLAUSE

3. This Guarantee will take effect from the date of issue and will expire on ____ (hereinafter referred to as “the Expiry Date”).

OR

3. This Guarantee will take effect from ____*[effective date]* and will expire on ____ *[insert Expiry Date being _____ days after the expiration of the Tenderer's Tender or Tender Closing Date]* or upon the following date, whichever is earlier (hereinafter referred to as “the Expiry Date”):-
- (a) if the Tenderer is awarded the Contract , the date we issue a performance guarantee for ____ () *[amount in words and figures]* in the form as set out in Appendix I at the instruction of the Tenderer, which is to supercede and replace this Guarantee; or
 - (b) if the Tenderer is not awarded the Contract ,the date we receive a copy of your notification addressed to the Tenderer informing them that they have not been successful in the Tender.

After the Expiry Date, this Guarantee shall be null and void and our liabilities hereunder shall cease automatically, notwithstanding that the original of this Guarantee is not returned to us for cancellation.

CHANGE IN CONSTITUTION CLAUSE

4. This Guarantee shall not be prejudiced or affected by any change in our constitution but shall continue in full force to bind the entity formed to carry on our business upon any such change in our constitution.

CLAIM EXPIRY CLAUSE

5. All demand under this Guarantee shall be made by you by way of a notice in writing in paper form addressed to us and received by us at DBS Trade Services, DBS Asia Central,12 Marina Boulevard #12-01 Marina Bay Financial Centre Tower 3 Singapore 018982 either by mail or by hand on or before the Expiry Date.

ASSIGNMENT CLAUSE

6. This Guarantee may be assigned with our prior written consent which shall not be unreasonably withheld.

GOVERNING RULES CLAUSE

7. Save as otherwise provided in this Guarantee, this Guarantee is issued subject to the Uniform Rules for Demand Guarantees (URDG 2010 REVISION, ICC Publication No 758.

GOVERNING LAWS AND JURISDICTION

8. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore and all parties shall submit to the exclusive jurisdiction of the courts of the Republic of Singapore

Dated this ____ day of ____ 20____

Signed:_____

(Authorised signatories of the Bank)

APPENDIX I

FORM OF PERFORMANCE GUARANTEE

_____ *[name of beneficiary]*

_____ *[full registered address of beneficiary]*

OUR BANKER'S GUARANTEE NO. ____ FOR ____

[Insert Full Text of the Performance Guarantee required to be issued favouring the beneficiary]

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1. All italic text is for use in preparing this form only and shall be deleted before issuance of the final guarantee
 2. #If beneficiary requires this guarantee issued by DBS to be sent to his bank for authentication and advise, please provide the Advising Bank (beneficiary's bank) SWIFT code for ease of identification and delivery
 3. In accordance with Association of Banks of Singapore By-Laws, all guarantees issued in favour of Singapore beneficiaries must have an expiry date and claim period not exceeding 90 days from the expiry date