

## Facsimile

---

TO:	All Bidders FAO Sales Managers	FROM:	Courtney Linley Chief, Procurement Section
DATE:	24 October 2017	REF.:	RFP No. 2017-0206/RAHMAN
FAX NO.:		TEL. NO.:	+43 1 26030 6350
TEL. NO.:		EMAIL:	procurement@ctbto.org
EMAIL:			
SUBJECT:	<b>Model Contract – RFP No. 2017-0206/RAHMAN</b> Independent Contractor to Construct an Equipment Storage and Maintenance Facility (ESMF)		

---

*RL 1/6*

Dear Sales Manager,

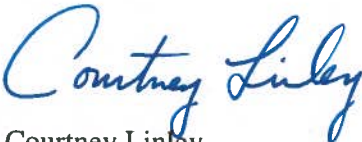
Please find attached the Commission's Model Contract for RFP No. 2017-0206/RAHMAN - Independent Contractor to Construct an Equipment Storage and Maintenance Facility (ESMF).

Please note that 2 Annexes, namely Annex C "Schedule of Contract Price" and Annex E "Form of Performance Bank Guarantee" have been added to the Contract.

Please take the Commission's Model Contract into account in the preparation and submission of your proposal.

We are looking forward to receiving your proposal prior to the submission deadline on 17 November 2017, 17:00 hours, Vienna (Austria) local time.

Kind regards



Courtney Linley  
Chief, Procurement Section

## MODEL CONTRACT

between

THE PREPARATORY COMMISSION  
FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY  
ORGANIZATION

and

(INSERT NAME OF THE CONTRACTOR)

for

the construction of CTBTO Equipment Storage and Maintenance Facility  
(ESMF)

This Contract comprises this cover page, 15 (fifteen) pages of text, including a table of contents and a signature page, and 5 (five) Annexes (A to E)

October 2017

## TABLE OF CONTENTS

1. DEFINITIONS.....	3
2. AIM OF THE CONTRACT .....	4
3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT .....	4
4. COMMENCEMENT AND COMPLETION OF THE WORK.....	4
5. STANDARD OF WORK .....	5
6. RESPONSIBILITIES OF THE CONTRACTOR.....	5
7. THE COMMISSION'S REPRESENTATIVE.....	5
8. WARRANTY .....	6
9. PERMITS, NOTICES, LAWS AND ORDINANCES .....	6
10. ÖNORM (AUSTRIAN STANDARD).....	6
11. PROTECTION OF PERSONS AND PROPERTY .....	6
12. RESPONSIBILITIES OF THE COMMISSION.....	8
13. CONTRACT PRICE.....	8
14. PAYMENT .....	9
15. TEMPORARY SUSPENSION OF WORK.....	10
16. DELAYS AND EXTENSION OF TIME.....	11
17. PENALTIES.....	11
18. CONTRACTOR'S CLAIMS AND REMEDIES .....	12
19. ENTIRE AGREEMENT.....	12
20. DISCREPANCIES.....	12
21. SEVERABILITY .....	12
22. NO WAIVER .....	13
23. CONTRACT AMENDMENT .....	13
24. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS .....	13
25. EFFECTIVENESS .....	14
26. PERFORMANCE BANK GUARANTEE.....	14
SIGNATURE PAGE.....	15

### LIST OF ANNEXES:

ANNEX A ..... 16  
ANNEX B ..... 17  
ANNEX C ..... 18  
ANNEX D ..... 19  
ANNEX E ..... 20

## MODEL CONTRACT

This CONTRACT is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission” or “CTBTO”), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and \_\_\_\_\_ (hereinafter referred to as the “Contractor”), having its registered office located at \_\_\_\_\_ [address] (both hereinafter referred to as the ‘Party/ies’).

The Parties hereto mutually agree as follows:

### 1. DEFINITIONS

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the Terms of Reference. In addition, the following words and expressions shall have the meanings hereby assigned to them:

“**Annex A**” means the Commission’s General Conditions of Contract. For the sole purposes of this Contract, the following Clauses of the Commission’s General Conditions of Contract shall not apply: Clause 19 on Liquidated Damages and Clause 28 on Warranty.

“**Annex B**” means the Commission’s Terms of Reference.

“**Annex C**” means the Schedule of Contract Price

“**Annex D**” means the Contractor’s Proposal dated .....

“**Annex E**” means the Form of Performance Bank Guarantee.

“**Commission’s Representative**” means the legal entity [company name] and its personnel appointed by the Commission to act on its behalf and referred to as the Local Construction Supervision (ÖBA) in Attachment LG00 to Annex B (the Commission’s Terms of Reference).

“**Contract**” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 23 below.

“**Contractor**” means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the work under this Contract.

“**Party(ies)**” means the Commission and/or the Contractor, as the context requires.

**“Purchase Order”** means the commercial document issued by the Commission to the Contractor for goods, services or additional works that may be necessary for the duration of the Contract and which include types, duration, quantities and agreed prices.

**“Rule(s)”** means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

**“Schedule of Contract Price”** means the document entitled Schedule of Contract Price including the Contract Price broken down in milestone payments as well as the Updated Contract Price.

**“Taxes”** means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

**“Contract Price”** means the total lump sum proposed by the Contractor in their Proposal (D) and agreed upon by the Commission for the performance of the Work.

**“Updated Contract Price”** means the overall amount resulting by adding to the Contract Price the value of each Purchase Order issued for the duration of the Contract for additional requirements (goods, services and works) related to the Work.

## **2. AIM OF THE CONTRACT**

The aim of this Contract is to provide building services for the construction of CTBTO Equipment Storage and Maintenance Facility (ESMF) (hereinafter referred to as the Work), for the Commission.

## **3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

This Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties (hereinafter referred to as the “Effective Date”) and it shall remain in force until the Parties fulfill all their obligations hereunder.

## **4. COMMENCEMENT AND COMPLETION OF THE WORK**

The Contractor shall commence the Work on 01 January 2018. The Work shall be completed not later than 31 January 2019.

Should the Contract not be completed by 31 January 2019, the Commission shall have the right to extend the Work for a further 6-month period, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about the intention to extend the Work at least one (1) month prior to the completion date. The optional extension will be implemented through a written notification to the Contractor by the Commission.

## **5. STANDARD OF WORK**

The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

## **6. RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall perform the Work described in Annexes B and D.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

## **7. THE COMMISSION'S REPRESENTATIVE**

- (a) The Commission's Representative shall act on the Commission's behalf vis-à-vis the Contractor.
- (b) The Commission's Representative shall, however, have no authority to request an amendment to the Contract on behalf of the Commission.
- (c) Any approval, check, certificate consent, examination, instruction, notice, proposal, test or similar act by the Commission's Representative shall not relieve the Contractor from any responsibility it has under the Contract, including responsibilities for errors, omissions, discrepancies and non-compliances.

## **8. WARRANTY**

In accordance with paragraph 001618B (Agreed-upon guarantee periods) of Attachment LG00 to Annex B, all sealing works – including sealing works related to ground water, bitumen sealing works, facades and windows - shall be guaranteed for a period of 7 years and all other works for a period of 3 years.

## **9. PERMITS, NOTICES, LAWS AND ORDINANCES**

The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.

The Contractor shall give all notices required by the nature of the Work.

If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

## **10. ÖNORM (Austrian Standard)**

To the extent not contrary to or inconsistent with any provision of this Contract and without prejudice to any of the Commission's privileges and immunities as an international organization, ÖNORM B 2110 (edition of 15 March 2013) (hereinafter referred to as the "ÖNORM"), containing the "General Conditions of Contract for Works of Building and Civil Engineering Construction/ Works Contract" ("*Allgemeine Vertragsbestimmungen für Bauleistungen/ Werkvertragsnorm*"), shall apply to this Contract.

## **11. PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:



- (i) all employees on the construction site and all other persons who may be affected thereby;
  - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the construction site, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) other property on the construction site or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the construction site during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## 12. RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Work is carried out in accordance with Annexes B and D, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

## 13. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, a lump sum price of [EURO/US\$] \_\_\_\_\_ [in numbers and words], hereinafter referred to as the “Contract Price”.
- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed up to 6 (six) months after the completion of the Work and shall not be subject to escalation. Should the Work not be completed within 6 (six) months after the agreed completion date stipulated under Clause 4 (Commencement and Completion of the Work) above for reasons not attributable to the Contractor, the remaining part of the Work shall be completed and invoiced at prices determined in relation to the construction cost changes referred to under paragraph 001402C (Fixed prices) of Attachment LG00 to Annex B. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.
- (d) The Contract Price shall be updated by the Commission as soon as a Purchase Order for the provision of additional material, services or works, which may be required in relation to the Work, is issued by the Commission to the Contractor. The Updated Contract Price so resulting by adding the value of each Purchase Order to the Contract Price shall be communicated by the Commission to the Contractor in writing, without the need for an amendment to the Contract.

The Updated Contract Price shall be the basis for the calculation of penalties as described in Clause 17 (Penalties) below.

- (e) **[PLEASE SELECT, AS APPLICABLE, ONE OF THE FOLLOWING AT THE TIME OF AWARD]:**

[Identify type [and amount] of Taxes] is/are applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 14(h).

**OR**

No Taxes are applicable under this Contract.

#### **14. PAYMENT**

- (a) The Contract Price shall be paid in accordance with the milestone payments outlined in Annex C (Schedule of Contract Price)

[A progress payment schedule based on milestone deliveries may be included in the proposal. Any applicable Taxes shall be identified separately, and not be included in the Contract amount, i.e. "Upon [milestone] the amount of [EURO/US\$] \_\_\_\_\_ [in numbers and words], and [indicate the applicable Tax] in the amount of [EURO/US\$] \_\_\_\_\_ [in numbers and words].

- (b) 10% of the amount for each agreed milestone shall be retained and paid upon completion of the Work. Completion of the Work shall be determined according to ÖNORM B 2110.
- (c) 5% of the Contract Price shall be retained by the Commission as liability retention. The retained amount shall be paid, as applicable, by the Commission to the Contractor after the expiration of the three-year-warranty period.
- (d) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 14(g) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission in accordance with the procedures described in Attachment LG00 to Annex B and the relevant standards referred to therein.

- (e) In the case of penalties, as defined under Clause 17 (Penalties) below, the penalty amount shall be deducted from the Contractor's invoices.
- (f) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (g) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified in Clause 24 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.
- (h) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

## **15. TEMPORARY SUSPENSION OF WORK**

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days' advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

## 16. DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 23 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 16 (a) above shall be submitted to the Commission not later than 22 (twenty-two) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.
- (c) The deadline for the completion of the Work may be extended on account of extraordinarily bad weather conditions in accordance with paragraphs 001612 and 001612B of Attachment LG00 to Annex B (Terms of Reference).

## 17. PENALTIES

- (a) Without prejudice to Clause 20 (Force Majeure) of Annex A and paragraph 001879 of Attachment LG00 to Annex B, should the Contractor fail to comply with the deadlines agreed upon between the Parties under the Contract for the performance of the Work, the Commission, in addition to requesting the immediate completion of the Work in accordance with the Contract, shall be entitled, to impose a contractual penalty equal to 1% of the Updated Contract Price, and for an amount not less than EUR 1,000 net of VAT, for every started week during which the deadline or time limit is exceeded.
- (b) The cumulative total of penalties for failure to meet the agreed deadlines shall not exceed 10% of the Updated Contract Price.
- (c) Clause 17 of this Contract shall be applied in lieu of Clause 19 (Liquidated Damages) of Annex A.
- (d) Notwithstanding paragraph (c) above, the Commission shall be entitled to recover damages upon production of supporting documentation.

## **18. CONTRACTOR'S CLAIMS AND REMEDIES**

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

## **19. ENTIRE AGREEMENT**

This Contract represents the final agreement in respect of the Work and shall supersede all prior agreements and representations between the Parties in this respect. The Annexes shall constitute integral parts of this Contract and shall be of full force and effect.

## **20. DISCREPANCIES**

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:

- a. this document;
- b. General Conditions of Contract (Annex A);
- c. Terms of Reference (Annex B);
- d. Schedule of Contract Price (Annex C);
- e. Contractor's Proposal (Annex D);
- f. Form of Performance Bank Guarantee (Annex E).

## **21. SEVERABILITY**

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

## 22. NO WAIVER

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

## 23. CONTRACT AMENDMENT

Except for the issuance of Purchase Orders and relevant updates of the Contract Price as per sub-Clause 13(d) above, no modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor, shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized Representatives of the Contractor and of the Commission.

## 24. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address, facsimile number or email address as the Party may substitute by notice after the date of the Contract):

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section  
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization  
(CTBTO)  
Vienna International Centre  
Wagramerstrasse 5, P.O. Box 1200  
1400 Vienna, Austria  
Tel: + (43 1) 26030 6350  
Fax: + (43 1) 26030 5948  
E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)*

For invoices and related enquiries:

*Accounts Payable  
CTBTO Financial Services Section  
Vienna International Centre  
Wagramerstrasse 5, P.O. Box 1200  
1400 Vienna, Austria  
Tel: + (43 1) 26030 6292  
E-mail: [Payments@ctbto.org](mailto:Payments@ctbto.org)*

- (b) The Contractor:

## **25. EFFECTIVENESS**

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
- (i) if delivered in person, at the time of delivery;
  - (ii) if by registered mail or courier, when received;
  - (iii) if by fax, when received in legible form;
  - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under Clause 25 (a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

## **26. PERFORMANCE BANK GUARANTEE**

- (a) To secure the proper performance of this Contract, the Contractor shall obtain at its own cost a first demand Bank Guarantee as per Annex E from an internationally recognized financial institution acceptable to the Commission, amounting to ten per cent (10%) of the Contract Price.
- (b) The Contractor shall deliver the Performance Bank Guarantee to the Commission with its first invoice. The Bank Guarantee shall remain valid and enforceable until thirty (30) days after the completion date of this Contract or until the Contractor has remedied all defects (if any), whichever is later.
- (c) If during the validity of the Bank Guarantee the financial institution which issued it becomes insolvent, is liquidated or is declared bankrupt, the Contractor shall at its own expense, either upon notice from the Commission or as soon as it becomes aware of the situation, arrange for the provision of a new Bank Guarantee from another internationally recognized financial institution acceptable to the Commission.



IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

For and on behalf of the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION:**

\_\_\_\_\_  
[Name, Position/Title]

Date: \_\_\_\_\_

Place: \_\_\_\_\_

For and on behalf of **[CONTRACTOR]:**

\_\_\_\_\_  
[Name, Position/Title]

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEX A**

**COMMISSION'S GENERAL CONDITIONS OF CONTRACT**

**ANNEX B**

**TERMS OF REFERENCE**

ANNEX C

**SCHEDULE OF CONTRACT PRICE**

**ANNEX D**

**CONTRACTOR'S PROPOSAL**

**ANNEX E**

**FORM OF PERFORMANCE BANK GUARANTEE**

**TO: THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE  
NUCLEAR-TEST-BAN TREATY ORGANIZATION  
(THE COMMISSION)**

Wagramerstrasse 5, A-1400 Vienna, Austria

WHEREAS (... Name and Address of Contractor...) (hereinafter referred to as “the Contractor”) has undertaken, in pursuance of Contract No. (...) dated (...) to execute (...Name of Contract and Brief Description of Services...) (hereinafter referred to as “the Contract”);

WHEREAS it has been stipulated by the Commission in the said Contract that the Contractor shall furnish the Commission with an irrevocable and unconditional Bank Guarantee by a recognized bank with its first invoice for the sum specified therein as security for compliance with the Contractor’s obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor:

- a) up to a total of United States Dollars (...Amount of Guarantee...) (...in words...), within the period from the signature of the Contract until the date of receipt and acceptance by the Commission of the Final Report and until expiry of the warranty period two (2) years thereafter; and
- b) we undertake to pay the Commission, upon the Commission’s first written demand and without cavil or argument, any sum or sums within the above-mentioned limit of US \$ (...Amount...) (...in words...) or US \$ (...Amount...) (...in words...), without your needing to prove or to show grounds or reasons for your demand for the sum or sums specified therein, it being understood that our maximum liability under this guarantee will not exceed US \$ (...Amount of Guarantee...) (...in words...).

We hereby waive the necessity of the Commission demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Work to be performed thereunder or of any of the Contract documents, which may be made between the Commission and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive the notice of any such change, addition or modification.

This guarantee is effective from the date of its issue and shall remain in full force and effect until the date of receipt and acceptance by the Commission of the Work and until the expiry of the three-year-warranty period thereafter.

This guarantee is to be returned to us as soon as it is no longer required.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_