***Performance Guarantee***

[Name of the bank/guarantor]

[Address of the bank/guarantor]

[Telephone and/or email of the bank/ guarantor]

[International Labour Office

Country Office for Thailand, Cambodia

and Lao People’s Democratic Republic

United Nations Building

Rajdamnern Nok Avenue

Bangkok 10200, Thailand]

[date]

**Guarantee No.** [guarantee reference number]

**Performance Guarantee Amount:** [in figures with indication of the currency]

**(in words:** [with indication of the currency]**)**

We have been informed that you concluded on [date] a contract No. [contract number] with [name of contractor] (hereinafter called “the Applicant”) for [state what the contract is about] at a total price of [state total price], and that a performance guarantee has to be supplied.

This being stated, we, [name of bank/guarantor], irrespective of the validity and the legal effects of the above mentioned contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably undertake to pay to you, upon your first demand, any amount up to the above mentioned maximum amount, upon receipt of your duly signed request for payment in original stating that the Applicant is in breach of its obligation(s) under the underlying contract, without the need to specify the respect in which the Applicant is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this guarantee.

For the purpose of identification your written request for payment must bear or be accompanied by a signed confirmation of one of our correspondent banks/counterparts stating that the latter has verified your signature(s) appearing on the said request for payment.

Your claim is also acceptable if transmitted to us in full by authenticated SWIFT through one of our correspondent banks/counterpart confirming that the said bank/counterpart has verified your signature(s) appearing thereon.

In case that at the time of a request for payment under this guarantee, there is a valid list of authorized signatures with one of our correspondent banks/counterparts regarding the persons signing for you, the verification of signature(s) by a third bank/counterpart is not required. In such case, your request for payment must be presented to us duly signed in writing (SWIFT excluded).

Our guarantee is valid until [insert a date which is six (6) months after the expected completion date of the work] and expires in full and automatically, should your original written request for payment or the authenticated SWIFT not be in our possession at our above address on or before that date, regardless of such date being a banking day or not.

Our guarantee will be reduced by each payment made by us as a result of a claim.

**This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. The supporting statement under article 15 (a) of URDG 758 is excluded.**

Any dispute concerning this guarantee that cannot be settled by mutual agreement between you and the Applicant, will be resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules or according to such other procedure as may be agreed between you and the Applicant in writing. The place of arbitration shall be [Bangkok Thailand]. The procedural and substantive laws of [Cambodia] shall not apply. This guarantee is governed by the general principles of international commercial law. All arbitration proceedings and submissions shall be in [English].

Nothing in or related to this letter shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the United Nations Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.

Signature(s)