**ANNEX 2: BANK GUARANTEE**

**BANK GUARANTEE**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Guarantee is made on [date] by [Name of Bank] whose registered office is at [Address of Bank] (hereinafter referred to as the "Guarantor") to the United Nations Children’s Fund (hereinafter referred to as "UNICEF”), having an office at 304, Kim Ma, Ba Dinh, Ha Noi;

WHEREAS UNICEF and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of Contractor) whose registered office is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Insert address of Contractor) entered into an Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_, Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the performance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert short description of the services to be performed) (hereinafter referred to as the "Agreement");

WHEREAS under the terms of the Agreement, Contractor has covenanted to obtain a Bank Guarantee in respect of its obligations thereunder in favour of UNICEF;

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 up to a total of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds for your demand for the sum specified therein.

We hereby waive the necessity of your 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 Works to be performed there under or of any of the Contract documents which may be made between you and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of Contractor) shall in any way release us from any liability under the guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the completion date of all tasks required under the signed Agreement.

No change on content or validity of this Bank Guarantee shall be undertaken by the bank without UNICEF permission.

This Guarantee is subject to URDG 758 (except that Article 15(a) is hereby excluded) to the exclusion of any single national legal system.

Any dispute, controversy or claim between the parties arising out of or relating to this Guarantee which cannot be settled amicably shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then in force. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the “seat” or “juridical seat” or “juridical place” for such

proceeding. The arbitral tribunal shall have no authority to award punitive damages. The decision of the arbitral tribunal shall be final and binding on the parties.

The Guarantor acknowledges that nothing hereunder or in any document entered into in relation hereto shall constitute or be deemed to constitute a waiver, express or implied, of any privileges or immunities enjoyed by UNICEF.

Signature and Seal of the Guarantor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_