



Tender Bond



Specimen of Tender Bond

GUARANTEE TYPE: BID BOND OPEN ENDED

:27:1/1

:20:<SWIFT reference example - FRWAV70599800101>

:23:Issue

:30:<YYMMDD>

:40C:NONE

:77C: BENEFICIARY GUARANTEE FORMAT REFERENCE –TB OPEN

Amount : <CCY><Amount in Numbers>

At the request of <Applicant Name> (herein referred to as the Tenderer) whose principal place of business (registered office) is at <Applicant Address>, We hereby issue in favour of **Dubai Electricity and Water Authority (DEWA)** (the Beneficiary), having its registered office at <DEWA Address>, Irrevocable Bond in the aggregate sum for the above mentioned amount **against** BENEFICIARY Tender Enquiry Number <Contract Number> DATED <Contract Date strictly in DD-MMM-YYYY>(the Contract).

We undertake to pay to BENEFICIARY despite any contestations made by the Tenderer or any third party an amount or amounts not exceeding in aggregate sum for the above mentioned amount against BENEFICIARY first demand **quoting the above Tender Enquiry Number and** certifying that the Tenderer has withdrawn its bid or increased its bid prices and/or altered any terms and conditions of its bid against BENEFICIARY Tender before the expiration of its bid, or that having had its tender accepted by BENEFICIARY the Tenderer has then either failed to sign a contract corresponding to its tender or to establish a Performance Bond as provided in BENEFICIARY Tender.

This guarantee shall be valid in its full amount for the above mentioned amount **against** above mentioned Tender Enquiry number until <Date strictly in DD-MMM-YYYY> OR until thirty days beyond the date up to which the tenderer's offer is valid (including extension(s) to the validity of offer, confirmed in writing by the tenderer) whichever occurs later. In the event the Tenderer's offer has been accepted (either partially or fully) before the expiry of the offer validity date, this bond shall continue to remain valid until the date of acceptance by BENEFICIARY of the Performance Bond (as defined in the Conditions of Tendering) submitted by the Tenderer. Any claim against this guarantee must be received in our office on or before the aforesaid date, after which date this guarantee shall become null and void, whether or not it is returned to us for cancellation.



We agree and declare that, at beneficiary's option, this guarantee is also available at the counters of Emirates NBD Bank (P.J.S.C.) (the Advising Bank). We hereby authorize the Advising Bank to accept delivery of beneficiary instruction, advice or claim against this guarantee on our behalf without any liability on the part of the Advising Bank. Accordingly, notwithstanding anything said in the contrary in this guarantee, we, the issuing bank, unconditionally and irrevocably confirm that any of beneficiary's instructions, advice and claims delivered to the Advising Bank in respect of this guarantee that are made within the validity period of the guarantee (including but not limited to claim (s) against the guarantee) shall be construed as having been delivered to us at our counters, irrespective of whether such instruction, advice or claim is presented in electronic or physical form. We undertake to honor such instructions, advices and claims, without deduction of any kind in accordance with the terms of the guarantee received through and from the Advising Bank. For the sake of clarity, availability of this guarantee at the counters of the Advising Bank shall not, in any manner, prejudice or invalidate beneficiary preference and/or right to directly deal with us OR deliver to us any written instructions or claim on the guarantee.

This guarantee shall be governed and construed in accordance with the laws and regulations of the Emirate of Dubai and (to the extent that the same are applicable therein) the laws and regulations of the United Arab Emirates.