

BOND

RETENTION MONEY GUARANTEE

We have been informed that (hereinafter called the Principal”) is your contractor under such Contract and wishes to receive early payment of the retention money for which the Contract requires him to obtain a guarantee_____

At the request of the Principal, we hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of (the “guaranteed amount” Eighty-Four Thousand, Seven Hundred and Forty-One United States Dollars and seventy five cents) upon receipt by us of your demand in writing and your written statement stating;

- (a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- (b) the nature of such defect(s)_____

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract with a copy being passed to us_____

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the ‘expiry date’), when this guarantee shall expire and shall be returned to us_____

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended_____

This guarantee shall be governed by the laws of Ghana and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the international Chamber of Commerce, except as stated above_____

SIGNED, SEALED and DELIVERED BY _____)

TO:

COUNTER GUARANTEE

In consideration of the
(Surety Company) becoming Surety on the Bond applied for on the day of
..... in connection with Bond Number for an amount
..... (the "guaranteed amount"
..... in favour of
..... (Obligee),
we do hereby covenant and agree to pay and we do hereby bind ourselves, liquidators and
assigns, to indemnify the said
(Surety Company) against all loss, costs, damages, charges and expenses, whatever and
however resulting from any act default or neglect of ours or of our employees, sub-contractors
and agents, that the said (Surety
Company) may sustain or incur by reason of its having executed the said Bond or any
continuation.

WE HEREBY FURTHER AGREE for ourselves, our heirs, executors, administrators and assigns,
to accept the vouchers or any other evidence of any sum paid by the said
..... (Surety Company) under the
aforesaid obligations as conclusive evidence against us and our estates of the fact and extent of
our liability under the obligation to
.....
..... (Obligee)

IT IS FURTHER EXPRESSLY AGREED that the said
..... (Surety Company) possesses the
right to redeem the Bond at its discretion even if we dispute our liability towards
.....
(Obligee)

DATEDTHIS DAY OF