

**FORM 1A**

**TENDER GUARANTEE**

**Expiry date -----**

To

-----

(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

**Guarantee no -----**

**Tender procedure no -----**

We have been informed that -----  
- (hereinafter referred to as "the Tenderer") is participating in the tender procedure and is submitting an offer in order to enter into a contract with the Contracting Authority for -----  
----- (this offer hereinafter referred to as "the Tender") and that the terms of Tender procedure no. ----- provide for the submission by the Tenderer of a Tender Guarantee for the amount of € -----  
--- (in words ----- Euro)  
(hereinafter referred to as "the Guaranteed Amount").

At the request of the Tenderer, we the undersigned ~~bank/credit~~ institution, waiving all rights of objection and defence under this Tender, hereby, irrevocably and without any reference to and notwithstanding any objection by the Tenderer, undertake to pay you without delay (and at the latest within 3 working days) the Guaranteed Amount upon receipt by us of your first demand in writing stating that the Tenderer:

- (a) after the deadline for the submission of Tenders has expired and during the period of Tender validity, has withdrawn his Tender or part of it; or,
- (b) having been notified of the acceptance of his Tender by the Contracting Authority during the period of Tender validity and having been asked to sign the Contract Agreement:
  - (i) has failed or refused to timely furnish any certificate and/or other document and/or the Performance Guarantee and/or to fulfil any other obligation deriving from his participation in the above mentioned tender procedure, or
  - (ii) has failed or refused to sign the Contract Agreement.

2. This Guarantee shall remain in force up to and including the expiry date mentioned above and any demand from you in respect thereof must be received by us on or before that date (or, if that date is a bank holiday, up to and including the last bank working day before that date). After that date, and provided that no written demand from you has been received by us by then, this Guarantee shall be deemed to be void, whether it has been returned to us or not.

3. This Guarantee shall be governed by and construed according to the laws of the Republic of Cyprus and shall fall within the jurisdiction of the courts of the Republic of Cyprus.

Sincerely,

[Bank/Credit Institution]

(signature and stamp)

{ Place stamp }  
duties here

Date: .....

*[Notes to the tenderers and bank/credit institution:*

*1 In case of a consortium of natural and/or legal persons, it shall be stated in this Guarantee that all partners are jointly liable.*

*2 The expiry date shall be the date thirty (30) days after the expiry of the validity of the Tenders of the above mentioned tender procedure*