Annex 3

SPECIMEN OF PERFORMANCE GUARANTEE

_____ 2023

Guarantee No. : _____

The National Kidney Foundation (UEN: 200104750M)

81 Kim Keat Road

Singapore 328836

Dear Sirs

RE: GUARANTEE NO. _____

WHEREAS _____ (UEN: _____) of _____ (hereinafter called "the Contractor") has been successful in your Tender ref: _____ ("the Contract").

AND WHEREAS by Clause 9 of the Conditions of Contract, the Contractor has to at its own expense, lodge with you a security deposit in the form of a banker's guarantee or performance bond / performance guarantee (from an institution acceptance to you) a sum equivalent to five percent (5%) of the Contract Sum in form and substance similar to the specimen attached thereto issued by a bank or insurance company registered with the Monetary Authority of Singapore.

AND WHEREAS We _____ have been requested by the Contractor and have agreed to guarantee due performance of the Contract by the Contractor.

NOW IN CONSIDERATION OF THE PREMISES:

1 **WE GUARANTEE** to pay to you forthwith upon demand made to us in writing a sum or sums not exceeding in the aggregate Singapore Dollars _____ (S$_____) (hereinafter referred to as "the GUARANTEED SUM"). We will pay you the GUARANTEED SUM or part of it as requested by you without requiring any proof that you are entitled to reimburse yourself with or utilise such sum in accordance with the Contract or that the Contractor is in default or is in breach of the Contract.

2 We shall not be discharged or released from this Guarantee by any arrangement made between yourself and the Contractor with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to amount, time, performance or in any other way.

3 This Guarantee shall take effect from _____ and shall continue to be in force until _____.

4 This Guarantee is conditional upon a claim being made by you by notice in Writing to us and a claim hereunder must be made within three (3) months from the expiry of this Guarantee. Thereafter this Guarantee shall automatically cease to have any effect whatsoever whether or not it is returned to us for cancellation.

5 You may make more than one claim on this Guarantee so long as the claims are made within (3) months from the expiry of this Guarantee and the total claims do not exceed the GUARANTEED SUM.

6. This Guarantee shall be governed by and construed in all respects in accordance with laws of the Republic of Singapore and all parties hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore.

Dated this ___day of _____ 2023.

Signed for and on behalf of

_____

Name :

Designation :

In the presence of:

_____

Name :

Designation :