Annex 1

SPECIMEN OF BANKER'S GUARANTEE

To: The National Kidney Foundation (UEN: 200104750M)
81 Kim Keat Road
Singapore 328836

Dear Sirs

BANKER'S GUARANTEE NO._____ FOR S$_____

1. We have been informed that_____(UEN: _____) of _____ ("the Contractor") has been successful in your Request For Proposal ref: _____ ("the Contract").

2. Pursuant to Clause 9 of the Conditions of Contract, the Contractor is 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.

3. This being the premised, we have been requested by the Contractor and have agreed to guarantee due performance of the Contract by the Contractor.

4. We hereby unconditionally and irrevocably guarantee payment to you up to a maximum aggregate sum of Singapore Dollars _____(S$_____) only.

5. We shall on your first written demand, without proof or condition, pay to you a sum not exceeding Singapore Dollars _____(S$_____) only.

6. Our liability under this guarantee is limited to a maximum aggregate sum of Singapore Dollars _____(S$_____) only. You may however make more than one claim on this guarantee so long as the claims are made before the date of expiry (as hereinafter defined) of this guarantee and that the total claims do not exceed the aggregate sum of Singapore Dollars _____(S$_____).

7. 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.

8. This guarantee shall not be affected by any change in your constitution or the constitution of the Contractor.

9. This guarantee shall remain in full force and effect from _____ to _____ (hereinafter called the "date of expiry"), and is conditional upon all claims received by us on or before the date of expiry.

10. After the aforesaid date of expiry our liability hereunder shall, automatically cease and your rights hereunder shall be extinguished and this guarantee shall be null and void notwithstanding that this guarantee is not returned to us for cancellation save and except for claims submitted to us in writing on or before the date of expiry. We shall have no liability hereunder in respect of any claim under this guarantee which has not been received by us on or before the date of expiry.

11. This guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore.

12. A person who is not a party to this guarantee has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any term of this guarantee.