

(DD-MM-YYYY)

 NEW
 AMENDMENT
DATE

COMPANY DETAILS

Existing Guarantee Reference No.	<i>(To be captured for an already existing guarantee)</i>		
Reason for Amendment	<i>(To be captured for an already existing guarantee)</i>		
Account Number		Branch Name	
Account Name			
Financial Card Number			
Physical Address			
Email Address			
Contact Person's Name			
Telephone No.1		Telephone No.2	

BENEFICIARY DETAILS

Name			
Physical Address			
Postal Address			
Authorised Representative <i>*Not applicable for Bid Bonds*</i>	<i>(Insert Designation not name)</i>		
Re-Issuing Bank	<i>(Only applicable to Guarantees that are to be re-issued by another bank)</i>		

GUARANTEE DETAILS

Type of Guarantee:			
<input type="checkbox"/> Tender (Bid Bond)	<input type="checkbox"/> Performance	<input type="checkbox"/> Advance Payment	<input type="checkbox"/> Retention
<input type="checkbox"/> Shipping Guarantee	<input type="checkbox"/> Payment Guarantee	<input type="checkbox"/> Other (Please specify).....	
Guarantee Amount in Figures		Currency	
Amount in Words			
Expiry Date			

DETAILS OF THE PROCUREMENT TENDER/CONTRACT/ORDER (If Applicable)

Reference Number			
Submission Date		Expiry Date of Procurement Tender/Contract/Order	
Purpose of Guarantee			

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GUARANTEE DELIVERY

The collection point for the Guarantee and/or documents relating to the Guarantee is Trade Services, Umoja House, Nakasero, Kampala Uganda. If this collection point is not suitable to the Company, the Company may opt to have the Guarantee Instrument delivered to a Stanbic Bank Uganda Limited branch of its selection.

If the Company would like the Guarantee and/or documents relating to the Guarantee delivered to a Stanbic Bank Uganda Limited branch, kindly provide the details below

Name of the Branch

Name of person who will collect the Guarantee.....

Identification details of person who will collect the Guarantee

DISCLAIMER FOR GUARANTEE DELIVERY

Delivery

The Company hereby acknowledges that the Bank will take up to three (3) working days to deliver the Guarantee and/or documents relating to the Guarantee to the branch selected by the Company (hereinafter referred to as "the Delivery Time"). We accept no liability for any delays, which include, but are not limited to; couriers delay, postal service delay. However, if your delivery is delayed, we will notify you before the end of the Delivery Time.

Turnaround Times for Guarantees delivered to branches outside the Kampala Metropolitan areas

Our Delivery Time applies to business days (Monday to Friday), excluding public holidays. Delivery Time begins when you have completed the guarantee application process, provided security (if required) and paid up all fees and charges for the relevant guarantee. Guarantee applications must be completed and paid for by 12pm, otherwise the first day of the turnaround time will be the following working day.

Liability Limitations

- 1) We will accept no liability to the Company if they have not completed the guarantee application process or paid up fees and charges for the services by the due date.
- 2) We accept no liability for:
 - **Consequential loss;**
 - **Monetary and/or other similar losses;**
 - **Indirect losses and special damages; and/or**
 - **Interrupted business, lost business, contracts and/or opportunity.**
- 3) We accept no responsibility for breach of contract as a result, directly or indirectly, of force majeure, riots, war, strikes, civil commotion and natural disasters.

AUTHORIZATION

"The Company hereby applies for the issuance of a Guarantee as indicated above. Please issue the Guarantee in accordance with the details provided. The Company declares that the information provided by it is complete and correct. The Company hereby acknowledges that Stanbic Bank Uganda Limited is not liable for errors, omissions or delays in transmissions arising from circumstances beyond its control. The Company understands that it is the Company's responsibility to inform Stanbic Bank Uganda Limited of any changes to the circumstances surrounding the issue of this Guarantee or the details in this form. The Applicant hereby consents to the information being provided to the Financial Intelligence Authority and the Credit Reference Bureau.

100% Cash Cover

Facility

Fixed Deposit (attach details)

Secured by Incoming Advance Payment Funds

Unsecured

Other Specify.....

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1. Unless otherwise provided herein, the definitions within these Terms and Conditions will have the same meanings provided in the Application form overleaf.
2. I/We, the undersigned, (hereinafter referred to as the “**Company**”) hereby request and irrevocably authorize Stanbic Bank Uganda Limited, Registration Number 80020001471657, (hereinafter referred to as the “**Bank**”) to issue an irrevocable guarantee (hereinafter referred to as the “**Guarantee**”) and so bind yourself on the Company’s behalf, in favour of the Beneficiary and for the Guarantee Amount stipulated in the Application Form overleaf.
3. The Bank may debit the Company’s Account Number, or any other bank account held with the Bank from time to time (the “**Bank Account**”), with all fees, charges and commission payable in respect of the Guarantee at the Bank’s ruling rates from time to time, together with interest thereon (where applicable), calculated at the Bank’s Prime Lending Rate, from the date any such sum becomes due and payable until the date final payment is received by the Bank. The Company understands that any such fees, charges and commission payable in terms of the Guarantee will be reviewed annually and any amendments thereto will be reflected in the Bank’s annual Tariff Guide. For purposes of the above, “**Prime Lending Rate**” shall mean the prime rate of interest per annum quoted by the Bank, compounded monthly in arrears and calculated on a 365-day year factor, irrespective of whether the year is a leap year or not.
4. The Company hereby requests and irrevocably authorizes the Bank, without confirmation from the Company:
 - 4.1 to pay, or settle any claim which may be made against the Bank in terms of the Guarantee against presentation of documentation in accordance with the provisions of the underlying Guarantee by the Beneficiary, unless prevented by court order;
 - 4.2 to debit the Company’s Bank Account or charge against any other cover held for the Company’s account, any sum(s) detailed in paragraph 4.1 above and any expenses related to the payment;
 - 4.3 for a foreign denominated Guarantee, to pay, or settle the claim made against the Bank at the Bank’s selling rate for the foreign currency ruling upon the date payments are to be made to the Beneficiary or on the date upon which the Bank is able to sell to the Company such foreign currency to cover the claim. Where the Company elects to take out with the Bank a forward exchange, to cover the foreign currency amount of the claims, such claims will be converted at the forward exchange contract rate. The Company acknowledges that the responsibility for informing the Bank that the conversion is to be affected at the forward exchange contract rate, rests solely with the Company.
5. The Company acknowledges that the Bank will pay, or settle the claim(s) on demand without regard to any allegation or dispute of any nature which the Company or the Beneficiary may allege and without verifying:
 - 5.1 The validity and authenticity of the claim(s); or
 - 5.2 Any alleged non-compliance; or
 - 5.3 The correctness of the amount(s) claimed.
6. The Company agrees that in the event of the Bank Account nominated by the Company in terms of the authority given in 3 and 4 above closing, changing or having insufficient funds and/or whether or not the maximum aggregate limit in relation to any facility granted by the Bank to the Company (“the Facilities”) has been (i) fully utilised and/or (ii) cancelled and/or (iii) reduced to an amount which is, on any day, less than the sum claimed in paragraph 3 above, the Bank may, without reference to the Company, debit any other account in the Company’s name held with the Bank, Standard Bank Group, or any other account held by the Company with any other financial institution. For the avoidance of doubt, it is recorded that the Company shall remain liable for all and any amounts owing by the Company to the Bank howsoever arising, including without limitation, (i) amounts arising in respect of these Terms and Conditions and/or (ii) arising from or relating from the issuance, payment or settlement of any claim/s under or in terms of the Guarantee issued by the Bank under the Guarantee by Bank Facility and/or (iii) any loss or damage which the Bank has incurred (“the Indebtedness”) at the request of the Company, irrespective of whether or not the Company holds any bank account/s or has any facilities, with the Bank, and/or the Guarantee by Bank Facility has less than the amount which is, on any day, less than the amount of the Indebtedness. For the purposes of this paragraph 6:
 - 6.1 “Standard Bank Group” shall mean Standard Bank Group Limited (Registration Number: 1969/017128/06) together with every entity that is Controlled by it or which is Under Common Control with it; and
 - 6.2 “Control” shall mean the ability to directly or indirectly determine the strategic direction of an entity, whether by way of holding shares, having the power to appoint directors, through contractual rights or in any other way whatsoever and the term “Under Common Control” refers to two or more entities that are all together under the direct or indirect Control of the same person or entity.
7. The Company hereby acknowledges that:
 - 7.1 the Company’s instructions to amend or cancel the Guarantee shall only be effected 5 (five) working days (being any day which is not a Saturday, Sunday or official public holiday in the Republic of Uganda) after the Bank’s receipt of written consent for such amendment or cancellation from the Authorised Representative of the Beneficiary. In the event, that there is a change to the details of the Authorised Representative of the Beneficiary, it is the responsibility of the Company to inform the Bank, when the Company becomes aware of such a change and submit a written request to the Bank for the Guarantee be amended accordingly;
 - 7.2 it shall bear the sole responsibility of ensuring that such written consent from the Authorised

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Representative of the Beneficiary is obtained and provided to the Bank for the Bank to consider the Company's request to amend the Guarantee.

- 7.3 all requests for amendment or extension of the Guarantee and written consent thereof from the Authorised Representative of the Beneficiary or the Beneficiary itself (in the case of Tender/Bid Guarantees), must be received by the Bank five (5) working days before the Expiry Date in order to allow the Bank to comply with internal processes and policies;
- 7.4 in the event the Bank receives any requests for extension of the Guarantee on a date after the above stipulated period but before the expiry date, the Bank does not guarantee the issuance of the amendment or extension of the existing Guarantee;
- 7.5 the Bank shall not process any requests for amendment received after the expiry date.

8. The Company hereby indemnifies the Bank and holds the Bank harmless against any loss or damages of whatsoever nature and howsoever arising (whether direct, indirect and/or consequential) caused to or suffered by the Bank in connection with:

- 8.1 the Company's failure to furnish the Bank with written consent from the Authorised Representative of the Beneficiary or the Beneficiary itself (in the case of Tender/Bid Guarantees) in respect of any amendments and/or cancellations of the Guarantee;
- 8.2 the Bank's reliance upon the written consent of the Authorised Representative of the Beneficiary or the Beneficiary itself (in the case of Tender/Bid Guarantees) as furnished by the Company to the Bank; and/or
- 8.3 the Bank's reliance of the details of the Authorised Representative of the Beneficiary provided.

9. The Company hereby acknowledges that the Bank will not require the presentation of the original Guarantee by the Beneficiary in order to effect any amendment(s), cancellation(s) or the settlement of any claim(s) in relation to the Guarantee.

10. The Company hereby indemnifies and holds the Bank harmless against any loss or damage of whatsoever nature and howsoever arising which the Bank may suffer or sustain arising from, or relating to the issuance, payment or settlement of any claim(s) under or in terms of the Guarantee or any payment made by the Bank as a consequence of the Bank exercising any of its rights under or in terms of the Guarantee, including but not limited to:

- 10.1 damages of whatsoever nature and howsoever arising (whether direct, indirect and/or consequential) caused to or suffered by the Bank in connection with:
- 10.2 the Company's use of a third party to take delivery on the Company's behalf of the Guarantee and/or any document(s) relating to the Guarantee and/or;
- 10.2.1 the Company's use of a third party for presentation of any documents relating to the Guarantee, and/or;
- 10.2.2 the Company's request for the Bank to deliver the Guarantee and/or documents relating to the Guarantee to the Beneficiary;

and in all such instances the Company agrees that the Bank shall not be held liable for the late delivery, loss or misplacement of any such document(s)

- 10.3 any loss or damage of whatsoever nature (including reputational loss or damage) howsoever arising, which the Bank may suffer or sustain arising from, or relating to the issuance, payment or settlement of any claim(s) under or in terms of the Guarantee should the Beneficiary, its/their parent company or its/their substantial shareholder:
 - 10.3.1 Become the subject of Sanctions established by a recognised Competent Authority. Competent Authority shall have the meaning assigned to it in paragraph 11.1. below; and/or
 - 10.3.2 Act to directly or indirectly benefit any party against whom Sanctions have been established by a Competent Authority.
- 10.4 any loss or damage of whatsoever nature howsoever arising from all actions, proceedings, claim(s) and/or demand(s) that may be brought against the Bank and all losses, damages, costs and expenses which the Bank may incur or sustain, in connection with or arising out of:
 - 10.4.1 the seizure, blocking or withholding of any funds by any Sanctioning Body; and/or
 - 10.4.2 Conduct any activity on our part that directly or indirectly benefits any party against whom Sanctions have been established by any Sanctioning Body from time to time.

11. For the purposes of these Terms and Conditions:
11.1 "**Competent Authority**" shall mean any one of the following:

- 11.1.1 Her Majesty's Treasury of the United Kingdom ("HMT");
- 11.1.2 The Office of Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC");
- 11.1.3 The United Nations Security Council ("UNSC");
- 11.1.4 The European Union's Common Foreign and Security Policy ("EU");
- 11.1.5 French Ministry of Economy, Finance and Industry ("MINEFI"); and/or
- 11.1.6 any other sanctioning body recognised by the Bank from time to time.

11.2 "**Sanctions**" shall mean sanctions imposed from time to time by any of the Competent Authorities.

11.3 "**Sanctioned**" shall mean listed on all or any one of the Sanction Lists and/or subject to any Sanctions;

11.4 "**Sanctioned List**" shall mean:

- 11.4.1 the **UNSC** Sanctions Lists established pursuant to UNSC Resolutions;
- 11.4.2 the **OFAC** Specially Designated Nationals list and any other targeted Sanctions Lists administered by OFAC;
- 11.4.3 the **HMT** Consolidated List of Financial Sanctions Targets in the United Kingdom;

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- 11.4.4 the Consolidated List of Persons, Groups and Entities Subject to European Union Financial Sanctions; and
 - 11.4.5 the Consolidated List of Persons, Groups and Entities Subject to the French Ministry of Economy, Finance and Industry Sanctions.
12. The Company undertakes to the Bank that they are not currently or in the foreseeable future the subject of any sanctions investigations.
 13. The Company agrees that its obligations and liabilities hereunder shall constitute continuing covering obligations and shall remain in full force and effect until such time as the Bank:
 - 13.1 is finally, unconditionally and irrevocably released and discharged from its obligations under the Guarantee, including for the avoidance of doubt, any revival of the Bank's obligations under the Guarantee;
 - 13.2 receives full payment of all the Company's Indebtedness to the Bank, whether such Indebtedness is in terms of the Facilities;
 - 13.3 the Guarantee has been cancelled and/or has expired; and
 - 13.4 the Facilities has been cancelled.
 14. The Company shall not be entitled to withdraw from or terminate these Terms and Conditions until the Bank has been finally, irrevocably and unconditionally released and discharged from its obligations under the Guarantee and the Guarantee(s) has been cancelled or has expired.
 15. Any payments by the Company to the Bank in terms of these Terms and Conditions shall be made on written demand by the Bank in immediately available funds, free and clear of, and without any withholding, or set-off whatsoever into a bank account nominated by the Bank for this purpose.
 - 16.
 17. The Company agrees that a certificate signed by any manager of the Bank, whose appointment need not be proved, reflecting the amount owing by the Company to the Bank under these Terms and Conditions will be prima facie evidence of the contents of such certificate.
 18. The Company hereby agrees that:
 - 18.1 For as long as the Guarantee are in existence, upon the occurrence of any one of the following events ("**Trigger Events**"), the Bank shall be entitled to exercise any one or more of the rights referred to in 17.2 below:
 - 18.1.1 if the Company fails to pay any sum due by it, or defaults in the due and punctual performance of any other obligation under any facility letter or any other agreement between the Company and the Bank;
 - 18.1.2 If there is a "**Material Adverse Change**", which means any event or occurrence which could, in the absolute, sole and unfettered discretion of the Bank, adversely affect the Company's:
 - 18.1.2.1 business, operations, assets, property, condition, financial position or prospects;
 - 18.1.2.2 ability to perform or comply with its obligations to the Bank, in terms of any agreement, any facility letter and any legal documentation, including but not limited to security provided in respect of its Indebtedness to the Bank;
 - 18.1.3 if the ultimate beneficial Control of the Company changes, without the Bank's prior written consent, while the Guarantee is in existence, to the extent that the Control of the Company vests in persons other than those who Control it on the date of signature hereof and/or if the Company's shareholders at the date of signature hereof changes, without the Bank's prior written consent. For the purposes of this paragraph 17.1.3 Control" shall mean the ability to directly or indirectly determine the strategic direction of an entity, whether by way of holding shares, having the power to appoint directors, through contractual rights or in any other way whatsoever and the term;
 - 18.1.4 if the Bank becomes aware, at any time of a fact or circumstance (whether same was present at the date of signature hereof or arose thereafter) which leads the Bank to believe or suspect that any representation or warranty or undertaking made or represented either in respect of the Company in or pursuant hereto or in any other document delivered by the Company to the Bank, is not complied with or is incorrect (or becomes incorrect at any time) in any respect;
 - 18.1.5 if performance under the Guarantee is rendered impossible de jure or de facto;
 - 18.1.6 if, at any time, the Company is deemed to be unable to pay its debts in accordance with the provisions of section 3 of the Insolvency Act of 2011 or an event analogous to any of the foregoing occurs in respect of the Company in any other jurisdiction, or the Company defaults in the payment of any of its debts (of whatsoever nature or amount) when due, or defaults generally in the payment of its liabilities;
 - 18.1.7 if a resolution is taken by the members or shareholders of the Company or the members or shareholders of any surety or guarantor for the Company's Indebtedness to the Bank, to voluntarily wind-up any of the said parties or if any of the said parties or any of their assets become subject to any sequestration, liquidation or business rescue, whether provisional or final, or if any trustee, liquidator, business rescue practitioner or any similar officer is appointed in respect of any of the said parties or any of their assets;
 - 18.1.8 if the board of directors of the Company and/or board of directors of any surety or guarantor for the Company's Indebtedness to the Bank, resolve that the said party voluntarily begins business rescue proceedings under section 58 of the Insolvency Act, 2011 and be placed under provisional administration under section 139 of

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- the Insolvency Act, 2011 or if any steps of whatsoever nature are taken by the board of directors of any of the aforementioned parties with the objective of commencing business rescue proceedings;
- 18.1.9 if an application is made by any person such as, the Company, a director of the Company, a shareholder of the Company, a contributor or the official receiver to place the Company and/or any surety or guarantor for the Company's Indebtedness to the Bank under, or an order is granted by a court of competent jurisdiction placing it under, supervision and commencing business rescue proceedings under section 92 of the Insolvency Act, 2011 Act or if any steps of whatsoever nature are taken by any person in respect of any of the aforementioned parties with the objective of commencing business rescue proceedings;
- 18.1.10 if any agreement or obligation or any provision of an agreement to which the Company is a party is cancelled or suspended (whether entirely, partially or conditionally) whether under Section 146 of the Insolvency Act or otherwise, by the creditors in respect of the Company or any of its assets;
- 18.1.11 if a moratorium of any Indebtedness owed by the Company or a composition, assignment or arrangement with one or more of the Company's creditors take effect;
- 18.1.12 if any expropriation, attachment or execution which affects any of the Company's asset(s) is not discharged within 20 (twenty) Business Days (being any day which is not a Saturday, Sunday or official public holiday in the Republic of Uganda);
- 18.1.13 if the Company commits any act which would constitute an Act of Insolvency in terms of section 3 of the Insolvency Act of 2011 if the Company was a natural person;
- 18.1.14 if the Company enters into any amalgamation, demerger, merger or corporate reconstruction without the prior written consent of the Bank;
- 18.1.15 Without derogation from the provisions of 17.1.14 above, if the Company consolidates or amalgamates with, or merges with or into, or transfer all or substantially all of its assets to, or reorganise, reincorporate or reconstitute into or as another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution, the resulting surviving or transferee entity fails to assume all or the Company's obligations under the Guarantee;
- 18.1.16 if it is or becomes unlawful or illegal for the Company or the Bank to perform any of the obligations under the Guarantee or any such obligations are or become unenforceable against the relevant party;
- 18.1.17 If the Company ceases to carry on business in a normal and regular manner or materially changes the nature of its business;
- 18.1.18 if the country in which the Company resides or has its principal office or is incorporated in is involved in war, whether declared or not;
- 18.1.19 should the Company, any surety or guarantor or other security provider for the Company's Indebtedness to the Bank, or any person or entity that owns, holds or controls (directly or indirectly) or derives any benefit (in any manner whatsoever) from, one of more of the aforesaid entities (each "Entity") or the country in which an Entity is incorporated becomes Sanctioned;
- 18.1.20 if the Company becomes the subject of Sanctions established by a recognized Competent Authority;
- 18.1.21 if the Company acts, directly or indirectly, to benefit any party against whom Sanctions have been established by a Competent Authority;
- 18.1.22 should the Bank become aware, at any time, of a fact or circumstance (whether same was present at or before the date of signature date hereof or arose thereafter), which leads the Bank to believe or suspect that:
 - 18.1.22.1 any of the Company's (and/or its parent and/or guarantor's) bank accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law; or
 - 18.1.22.2 the Company (and/or its parent and/or guarantor) are involved in illegal or terrorist activities;
- 18.2 The Bank may in its sole, absolute and unfettered discretion, at any time after the occurrence of a Trigger Event:
 - 18.2.1 decline any request by the Company to issue further Guarantee;
 - 18.2.2 require, on demand from the Company, cash collateral in such amount as to equate to the Guaranteed Amount overleaf and any other amount owing to the Bank in respect of the Guarantee , such further Cash Collateral or other security as the Bank may in its sole, absolute and unfettered discretion deem necessary, which cash collateral the Company irrevocably undertakes to provide within five (5) Business Days (being any day which is not a Saturday, Sunday or official public holiday in the Republic of Uganda of receipt of a written demand. For purposes of this paragraph 17.2.2, "Cash Collateral" means a circumstance under which the Company pays an amount in the currency of that Guarantee to an account with the Bank in the name of the Company and the following conditions are met:
 - 18.2.2.1 until no amount is or may be outstanding under the Guarantee , withdrawals may not be made from the account; and
 - 18.2.2.2 the Company has executed and delivered a security document over that account, in form and substance satisfactory to the Bank (in its sole and absolute discretion, acting reasonably) creating a first ranking security interest over that account; and/or

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- 18.2.3 terminate the Guarantee facility and/or withdraw from the underlying Guarantee.
19. The Bank's rights referred to in 17 above shall not be exhaustive and are in addition to and without prejudice to any other rights the Bank may have under any agreements with the Company, any security documentation held by the Bank or the law.
20. The Company acknowledges that the Bank shall have the right to review the Guarantee and/or the

Facilities annually and impose such additional conditions and/or requirements as the Bank may in its sole, absolute and unfettered discretion deem fit.

21. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of Uganda. The Company irrevocably and unconditionally consents to the non-exclusive jurisdiction of the High Court of Uganda, regarding all matters arising from the.

Duly Signed For and on behalf of the Company by		
	Full Name	Signature
Director / Authorised Signatory		
Director / Authorised Signatory		
Director / Authorised Signatory		
Director / Authorised Signatory		

FOR OFFICIAL USE			
KYC Confirmation Check	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Sanction Screen Checked	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of Receiving Officer			
Signature		Date	