



Project:

Østfold Avfallssortering IKS - MRF

Title:

APPENDIX J

BANK GUARANTEES

C1		For Contract			
B1	15.09.22	For Tender	LIF	PT	ASE
A1	23.06.22	For Internal control	LIF	PT	PT
Revision	Date	Text	Author	Checked	Approved
Developer's logo:			Contract number:	Version :	Number of pages:
		<small>Entsorgungstechnik Innentechnik und Genehmigungsmanagement</small>	2022_01	B1	Page: 1 of 4

Performance bond

We, [bank/insurance company], organisation no.

herby irrevocably and unconditionally guarantee to pay to
Østfold Avfallssortering IKS, organisation no. 924 961 821, as beneficiary,

a maximum amount of

EUR: [sum in Euro] being 10% of the total contract sum

if [Contractor name], organization no. [organisation number] as the Contractor, fails to fulfil his contractual obligations according to the contract dated [date] concerning the delivery of a MRF Sorting Plant.

We will pay to Østfold Avfallssortering IKS, on your first written demand, by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand the sum specified therein an amount limited to the above mentioned amount.

This guarantee is equal to a cash deposit of the same amount and will be paid to Østfold Avfallssortering IKS within 10 days after your first written demand to [the Bank/ insurance company].

The obligation under this guarantee shall expire as soon as the original of this guarantee has been returned to us by Østfold Avfallssortering IKS or a third party for discharge, but it expires in any case at the latest on take over date. Any claim for payment complying with the above conditions must be received by us within the validity period of this guarantee.

Any dispute as a result of this guarantee will be settled according to Norwegian law, and the City Court of Fredrikstad shall be the legal venue to settle any such disputes.

Date: _____

Signature: _____

Advanced payment bonds

We, [bank/insurance company], organisation no.

herby irrevocably and unconditionally guarantee to pay to
Østfold Avfallssortering IKS, organisation no. 924 961 821, as beneficiary,

a maximum amount of

EUR: [sum in Euro] being XX % of the total contract sum

if [Contractor name], organization no. [organisation number] as the Contractor, fails to fulfil his contractual obligations according to the contract dated [date] concerning the delivery of a MRF Sorting Plant.

We will pay to Østfold Avfallssortering IKS, on your first written demand, by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand the sum specified therein an amount limited to the above mentioned amount.

This guarantee is equal to a cash deposit of the same amount and will be paid to Østfold Avfallssortering IKS within 10 days after your first written demand to [the Bank/ insurance company].

This guarantee is valid until the corresponding amount of value has been delivered and built into the plant. The obligation under this guarantee shall expire as soon as the original of this guarantee has been returned to us by Østfold Avfallssortering IKS or a third party for discharge, but it expires in any case at the latest on [date]. Any claim for payment complying with the above conditions must be received by us within the validity period of this guarantee.

Any dispute as a result of this guarantee will be settled according to Norwegian law, and the City Courts of Fredrikstad shall be the legal venue to settle any such disputes.

Date: _____

Signature: _____

Performance bond Claim Period

We, [bank/insurance company], organisation no.

herby irrevocably and unconditionally guarantee to pay to
Østfold Avfallssortering IKS, organisation no. 924 961 821, as beneficiary,

a maximum amount of

EUR: [sum in Euro] being 5% of the total contract sum including options declared

if [Contractor name], organization no. [organisation number] as the Contractor, fails to fulfil his contractual obligations according to the contract dated [date] concerning the delivery of a MRF Sorting Plant.

We will pay to Østfold Avfallssortering IKS, on your first written demand, by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand the sum specified therein an amount limited to the above mentioned amount.

This guarantee is equal to a cash deposit of the same amount and will be paid to Østfold Avfallssortering IKS within 10 days after your first written demand to [the Bank/ insurance company].

This guarantee is valid until expiry of the warranty period for the contract work. The obligation under this guarantee shall expire as soon as the original of this guarantee has been returned to us by Østfold Avfallssortering IKS or a third party for discharge, but it expires in any case at the latest on [date]. Any claim for payment complying with the above conditions must be received by us within the validity period of this guarantee.

Any dispute as a result of this guarantee will be settled according to Norwegian law, and the City Courts of Fredrikstad shall be the legal venue to settle any such disputes.

Date: _____

Signature: _____