**ATTACHMENT F Performance Bank Guarantee**

**To:**

USAID’s AVANSE Program (DAI)

Attn: Mr. Jonathan Greenham

Chief of Party

Know all men by those present, that we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Contractor), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Surety), a Corporation existing under the laws of the (insert either Haiti or United States of America), are jointly and severally held and firmly bound unto DAI Global, LLC. (DAI) in the sum of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(US$\_\_\_\_\_\_\_\_\_\_\_\_\_) or fifteen (15%) of the total Contract Ceiling Value, for the payment of which sum to the said Owner, its Successors and assigns, will and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, the Contractor proposes to do and perform all work and to furnish the articles, supplies, labor, transportation, equipment and materials in exact accordance with the Technical Specifications, Bills of Quantity, Drawings, and Contract Agreement.

The Condition of this Obligation is such that whereas, the said Contractor entered into a certain contract with DAI, dated the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ ,, a copy of which is hereto attached and made part hereof the execution of the project, described as the:

**THE DUBRE IRRIGATION SYSTEM REHABILITATION AND IMPROVEMENTS PROJECT**

Now, therefore, the Contractor shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all losses and expenses, including legal fees, which the Owner may incur in remedying any defects.

Upon receipt by the Surety, of a written statement, stating that Contractor is in breach of its obligations under the Contract, the Surety will promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials and/or financing, or performing labor in the execution of the work provided for in such contract, including all amounts due for supplies, labor, transportation, equipment, tools, repairs on machinery, and materials consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by sub-contractor or otherwise, and any authorized extension or modification thereof

Provided, further, that the said Surety, for the above value and agrees that no change, extension of time, alteration addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that no final settlement between the Owner and the Subcontractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_.

This obligation shall be governed by the appropriate laws of the Republic of Haiti.

Signed, Sealed, and Delivered.

Signed, Sealed, and Delivered in the presence of:

SURETY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(witness) (Name and Title)

CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(witness) (Name and Title)