

PARENT COMPANY GUARANTEE

NOTE: Only to be completed if your organisation is a private company and the Tenderer is a subsidiary company. A completed Parent Company Guarantee is also required for any subsidiary company members from a consortium and also from any subsidiary company Sub-Contractors.

The Scottish Ministers require an undertaking, that your parent company will meet all your obligations under the Contract should you fail to do so if your organisation is a private company.

(Completion to be arranged by the Tenderer)

1. We refer to the Tender for the above by (insert name of Tenderer) of which we are the ultimate holding company, and hereby undertake that in the event of the Scottish Ministers accepting the tender and thereby entering into a Contract with (insert name of Tenderer) we shall, in security of their obligations thereunder guarantee the same in the following manner:-

1.1. We guarantee that (insert name of Tenderer) shall perform all its obligations contained in the Contract.

1.2. If (insert name of Tenderer) shall in any respect fail to perform its obligations under the Contract or shall commit any breach thereof, we undertake, on simple demand by the Scottish Ministers, to perform or to take whatever steps may be necessary to achieve performance of said obligations under the Contract and shall indemnify and keep indemnified the Scottish Ministers against any loss, damages, claims, costs and expenses which may be incurred by him by reason of any such failure or breach on the part of (insert name of Tenderer).

1.3. Our guarantee and undertakings hereunder shall be unconditional and irrevocable, and without prejudice to the foregoing generality we shall not be released or discharged from our liability hereunder by:

1.3.1 any waiver or forbearance by the Scottish Ministers of or in respect of any of (insert name of Tenderer) obligations under the Contract whether as to payment, time, performance or otherwise howsoever, or by any failure by the Scottish Ministers to enforce the Contract or this instrument, or

1.3.2 any alteration to, addition to or deletion from the Contract or the scope of the work to be performed under the Contract, or

1.3.3 any change in the relationship between ourselves and (insert name of Tenderer) and our guarantee and undertakings shall continue in force

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1.3.4 until all (insert name of Tenderer) obligations under the Contract and all our obligations hereunder have been duly performed.

2. This Guarantee shall be construed and take effect in accordance with Scots Law.

	Director	Director
Signatures:		
Names (BLOCK CAPS)		
Date		

Signed for and on behalf of (**2 Directors** of the Tenderer's ultimate holding company):

Company	
Address	
Postcode	