

PROFORMA
Performance Security

Performance Security No.....

Brief description of contract: ***Performance Security for Maintenance of Green Space in Chancery-cum-residential complex***

Name and Address of Beneficiary: **Embassy of India, Brasilia
SES 805, Lote 24, ASA Sul,
Brasilia, DF-BRASIL CEP: 70452-901,**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for ***Maintenance of Green Space in Chancery-cum-residential complex*** for ***Embassy of India, Brasilia*** at address SES 805 Lote 24, Asa Sul, Distrito Federal, Brasilia, CEP 70452-901, Brazil and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for ***Performance Security*** amounting to R\$ _____ (**3% of the contract value**) In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of R\$ _____ (**3% of the contract value**).

2. This guarantee is valid for a period of **60** (Sixty) Days and any claim and statement hereunder must be received at the abovementioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to R\$ _____ (**3% of the contract value**).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date after 60 days from date of issue**) and claims under this guarantee should be submitted not later than (**date after 60 Days from date of issue**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **Brazil** and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of Brazilian Courts.

Date:

Place:

Name:

Signature:

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