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### ٽيڪنيڪل - 4

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(މި ބަންދުވާ ދަށުން)

Form of Bid Security (Bank Guarantee)

WHEREAS, .....[name of Bidder] (hereinafter called "the Bidder") [company registration number] has submitted his Bid for the Project no.....issued by the Secretariat of Kulhudhuffushi City Council on .....for construction of .....[name of Contract] (hereinafter called "the Bid") under Invitation of bidders No. .... [Announcement Number]

KNOW ALL PEOPLE by these presents that We ..... [name of Bank] of ..... [name of country] having our registered office at ..... (hereinafter called "the Bank") are bound unto .....[name of Purchaser] (hereinafter called "the Purchaser") in the sum of \*..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of .....20.....

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of Bid validity:
(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
(c) does not accept the correction of the Bid Price pursuant to Clause 27,

\* The Bidder should insert the amount of the Guarantee in words and figures denominated in Maldivian Rufiyaa. This figure should be the same as shown in Clause 28.1 of the Instructions to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser's having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ..... days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK

WITNESS ..... SEAL

[signature, name, and address]

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