

To  
ROAD INFRASTRUCTURE AGENCY  
Sofia, Bulgaria

**PERFORMANCE BOND  
FOR EXECUTION OF THE PUBLIC PROCUREMENT CONTRACT FOR  
CONSTRUCTION**

We are aware that our Client [name and address of the Contractor], hereinafter called the CONTRACTOR for short, by your decision No / [the No and date of the decision for choosing a contractor shall be specified] has been rated first and chosen as a contractor for the public procurement contract with subject: **“Choosing a contractor for additional project design and construction of site: Maritza highway /A-1/ Orizovo – Kapitan Andreevo, site: Lot 2 Dimitrovgrad – Harmanli, from km 36<sup>+400</sup> to km 71<sup>+011,31,</sup>”**

We are also informed that in compliance with the requirements of the procedure and the provisions of the Public procurement Law, at signing the Public Procurement Contract, the CONTRACTOR shall provide to you, in your capacity as Contracting Authority, the above mentioned Performance Bond, shall be opened in your benefit, amounting to .....[BGN], being 3 (three) percent of the price, without VAT, and being a bank warranty for good performance under the Contract, shall guarantee the forthcoming performance of duties in compliance with the provisions of the contract.

Taking into consideration the above said, we [name of the bank], hereby undertake irrevocably and unconditionally to pay you to the bank account, specified by you, any amount, requested by you within the limits of the above amount, within 3 (three) work days as from receiving of your first written request, containing your declaration that the CONTRACTOR has not performed any of their contract duties.

This warranty becomes effective upon the moment of its issuance.

The liability under this warranty shall expire within 60 (sixty) months from the date of putting the whole construction into operation (date of the use permit for the construction), until which date any claims for it shall be sent to us. After this date the warranty automatically becomes invalid, notwithstanding whether this letter-warranty was returned to us or not.

The warranty should be sent right back, as soon as it is no longer needed or its validity has expired, whichever of both events occurs earlier.

The beneficiary of this warranty is Road Infrastructure Agency or their legal successor and cannot be transferred.

Sincerely yours,

[BANK]

[names and positions of the persons, who has the authority to oblige the bank]

[signatures and seal of the bank]