

Bond No. _____

PERFORMANCE BOND

WHEREAS _____ [name and address of Contractor] (hereafter called the "Principal") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for bid for the following: _____, located at _____ (hereinafter called the "Contract").

AND WHEREAS the Contract requires the Principal to furnish performance security for faithful performance of its obligations, under and in accordance with the Contract, during the (Contract Period/Construction Period/Defects Liability Period and Maintenance Period) in a sum of Rs.cr. (Rupees.....crore) (the "Bond Amount").

AND WHEREAS we,through our branch at (the "Surety Insurer") have agreed to furnish this Surety Bond to satisfy the performance security for the Contract.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Insurer guarantees the faithful performance of the Contractor's obligations during the (Contract Period/Construction Period/ Defects Liability Period and Maintenance Period) under and in accordance with the Contract, and agrees and undertakes to pay to the Obligor, upon its written demand from an officer of the Obligor advising of the default and making demand, and without any demur, reservation, contest or protest, such sum or sums up to an aggregate sum of the Bond Amount as the Obligor shall claim, without the Obligor being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from an officer of the Obligor, accompanied with a copy of this Surety Bond and advising that the Principal has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract, accompanied by a copy of this Bond (hereinafter "Written Demand") shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Obligor shall be the sole judge as to whether the Principal is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Principal is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Obligor and the Principal, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. Any notice by way of request, Written Demand or otherwise hereunder may be sent by email to suretyclaims@libertyinsurance.in and/or by post addressed to the Surety Insurer at its above referred branch, which shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Obligor that the envelope was so posted shall be conclusive. Said notice should include a copy of this bond.
4. In order to give effect to this Surety Bond upon the default of the Principal, the Obligor shall be entitled to act as if the Surety Insurer were the principal debtor and any change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.

5. The Surety Insurer, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this Surety Bond, and it does hereby waive notice of any such change, extension, alteration or addition.
6. Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Bond Amount which represents the maximum liability for the Surety Insurer. This Surety Bond will remain in force for the period specified in paragraph 6 below and unless a demand or claim in writing is made by the Obligee in accordance with the terms of this Surety Bond all rights of the Obligee under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
7. The Surety Bond shall cease to be in force and effect on **** Unless a demand or claim under this Surety Bond is made in writing before expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.
8. This Surety Bond and the benefit there of shall not be assigned without the prior written consent of the Surety Insurer.
9. This Surety Bond shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Surety Bond or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Parties shall mutually appoint a sole arbitrator. If the parties fail to agree on a sole arbitrator within 30 days, then each party will appoint its nominee arbitrator and the nominee arbitrators will appoint a presiding arbitrator. The venue for the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding upon the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the courts in Mumbai, India.

Any claim, demand or suit to enforce coverage must be made within three (3) years from the Default of the Contract by the Principal or Substantial Completion of the Contract, whichever is earliest or, if this time period is impermissible, the minimum statute of limitations allowed under law. No right of action under this Bond shall accrue, to or for the use of, any person or entity other than the Obligee named herein, or the heirs, executors, administrators, successors and assigns of the Obligee.

10. Surety Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Surety Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom, United States of America or any other Country imposing any such sanction.

11. If Beneficiary have a grievance about any matter relating to the Surety Bond, or Surety's decision on any matter, or the claim, Beneficiary can address its grievance as follows:

Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Customer Service

Liberty General Insurance Limited
Unit 1501 & 1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai-400013, Maharashtra.
Email us at: care@libertyinsurance.in

Liberty General Insurance Ltd.
Unit 1501&1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
Phone: +91 226700 1313 Fax: +91 226700 1606
IRDAI of India Reg. No.150, CIN: U66000MH2010PLC269656
Website Link: www.libertyinsurance.in



Consumer Affairs Department of IRDAI

In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available [by clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.

You can visit the portal <http://www.policyholder.gov.in> for more details.

Insurance Ombudsman

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The contact details of the Insurance Ombudsman offices are as below –

<https://www.cioins.co.in/Ombudsman>

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202

Liberty General Insurance Limited
Performance Bond
UIN: IRDAN150CPSU0030V01202526

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Liberty General Insurance Ltd.
Unit 1501&1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,
Phone: +91 226700 1313 Fax: +91 226700 1606
IRDAI of India Reg. No.150, CIN: U66000MH2010PLC269656
Website Link: www.libertyinsurance.in



	<p>Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>
Orissa	<p>Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>
<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>	<p>Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>
<p>Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>	<p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>
<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>	<p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>
<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>	<p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>
<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>	<p>Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>
Rajasthan	<p>Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor,</p>

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	Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in
Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in
Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in

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Bihar, Jharkhand.	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in

Principal

By:_____

By:_____
Attorney-in-Fact

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