

South Eastern Railway

SPECIMEN FORMAT OF IRREVOCABLE BANK GUARANTEE BOND AS PERFORMANCE GUARANTEE

Bank Guarantee No. :-

Amount :-

Date of issue :-

Date of Validity :-

To;

The President of India,

Acting through: DRM(Engg.), South Eastern Railway, Ranchi.

Beneficiary: FA & CAO, South Eastern Railway, Garden Reach, Kolkata.

In consideration of the President of India acting through **DRM(Engg.), South Eastern Railway, Ranchi** (herein after called "The Government) Beneficiary: **FA & CAO, South Eastern Railway, Garden Reach, Kolkata**, having agreed to exempt (herein after called "the said Contractor(s)") from the demand, under the terms and conditions of Letter of *Acceptance* No.dated: for the work of (herein after called "the said *Letter of Acceptance*") of **PERFORMANCE GUARANTEE** for the due fulfilment by the said Contractors) of the terms and conditions contained in the said *Letter of Acceptance*, on production of a bank Guarantee for Rs. (Rupeesonly).

1. We, (Indicate the name of the bank) (herein after referred to as "the Bank") at the request of (contractor(s)) do hereby undertake to pay to the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said ***Letter of Acceptance/Agreement***.
2. We, (Indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said ***Letter of Acceptance/Agreement*** or by reason of the Contractor(s) failure to perform the said ***Letter of Acceptance/Agreement***. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our

liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, (Indicate the name of bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said **Letter of Acceptance/Agreement** and that it shall continue to be enforceable till all the dues of the **Government** under or by virtue of the said **Letter of Acceptance/Agreement** have been fully paid and its claims satisfied or discharged or till *FA&CAO/S.E.Railway/GRC/Kolkata* , Ministry of *Railway* certifies that the terms and conditions of the said **Letter of Acceptance/Agreement** have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We, (Indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said **Letter of Acceptance/Agreement** or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and forbear or enforce any of the terms and conditions relating to the said **Letter of Acceptance/Agreement** and We shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractors) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractors) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following

bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

Notwithstanding anything contained herein above Our liability under this Bank guarantee is restricted to **Rs. (Rupeesonly)** and this bank Guarantee shall be valid up to and we shall be released and discharged from all liabilities hereunder unless a written claim or demand on or before

Dated the day of 202...

For

(Indicate the name of bank)

Note:

The PERFORMANCE GUARANTEE should be on the non-judicial stamp paper of the appropriate value in accordance with the stamp Act. The stamp paper to be in the name of the Executive Bank.