



BANK GUARANTEE BOND

The President of India
Through The Sr. Divisional Finance Manager
Western Railway, Ratlam
Divisional Railway Managers Office
Ratlam Division Ratlam

1. In consideration of the President of India (hereinafter called "the government") having agreed to accept from ----- (hereinafter called "the said contractor/s), under the terms and conditions of an agreement / acceptance letter dated-----made-----between-----and----- (hereinafter called "the said agreement") the Performance Guarantee for the fulfilment by the contractor/s of the terms and conditions in the said agreement on production of Bank Guarantee for Rs.----- (Rupees-----only) we,----- (indicate the name of the bank hereinafter referred to as the bank) at the request of ----- contractor/s do hereby under take to pay the government an amount not exceeding Rs. ----- - against any loss or damage caused to or suffered by 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 agreement.

2. We ----- (indicate the name of the bank) do hereby the under take to pay the amounts due and payable under this guarantee without any demur, merely on demand from the government stating that the amount claimed is by way of loss or damage 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 agreement or by reason of the contractor/s failure to perform the agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit 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 or liability for payment there under and the contract(s) / supplier(s) shall have no ----- 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 agreement, including Maintenance / Warrantee Period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till----- (office /Department) Ministry of Railway certificates that the terms and conditions of the agreement have been fully and property carried out by the said contractor(s) accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall 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 agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or form time to time any of the powers exercisable by the government against the said contact and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation or extension being granted to the contractor/s or for any forbearance act or omission on the part of the Government or indulgence by the Government to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affected of so reliving us.

6. The guarantee will not be discharged due to the change in the constitution of the bank of the contractor(s) /supplier(s).

7. We ----- (indicate the name of bank) ----- under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date -----

For -----

Indicate the name of bank

(As per C. E. (Works) CCG's letter No. W.118/0(W-6) date 28.08.2006)