

का.आ.सं.: 01/CR/S/0011/2024

विषय: Safe custody of Bank Guarantee.

संदर्भ: 1.Office Order No.05/CR/RB/0036/2019 dated 15/04/2019.

2.Office Order No. 04/CR/RB/S/0044/2022 dated 25/08/2022 (CR Bid Documents 2022)

For Safe custody of Bank Guarantee and for convenience in post contract activities, "Proforma for Bank Guarantee towards Security Deposit (SD)" – Annexure – 5 was circulated under Office Order at Ref.1 above.

However, some discrepancy was noticed in Annexure – 5 'Proforma for Bank Guarantee towards Security Deposit (SD) of Central Railway Bid Documents 2022 as circulated under Office order at Ref.2 above.

To overcome this ambiguity, a revised "Proforma for Bank Guarantee towards Security Deposit (SD)" as Annexure – 5 (enclosed herewith) to CR Bid Documents 2022 is circulated herewith for information, guidance and compliance by all concerned.

This issues with approval of the PCMM.

**MANISH
KUMAR**

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KUMAR
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(मनीषकुमार)
उप मु.सा.प्र (विद्युत)
कर्त प्र.मु.सा.प्र.

प्रति : मुख्यालय अधिकारी : महाप्रबंधक के सचिव, उप महाप्रबंधक

प्र.मु.सा.प्र., मु.सा.प्र. : (सा.), (बिक्री), (नि.), (IC), (I), (II)

उप मु.सा.प्र. : (ई.एंड.एस.), (ई.टी.एल.), (बिक्री), (सा.), (डी.), (एम.)

व.सा.प्र. : (विद्युत), (ई.एंड.एस.), (ई.टी.एल.), (बिक्री), (सा.), (डी.), (एम.), (जी.),

स.सा.प्र. : (विद्युत), (ई.एंड.एस.), (ई.टी.एल.), (सा.) (व्यवस्थापक), प्र.मु.सा.प्र. के सचिव

प्रति : डिपो के अधिकारी :

उप मु.सा.प्र. : (सी.डब्ल्यू.ई.)माटुंगा, (यां.)परेल, (डी.)-(ए.सी.एल.)भुसावल

व.मं.सा.प्र. : मुंबई, पुणे, नागपुर, भुसावल, सोलापुर

व.सा.प्र. : (पी.एंड.एस.)भायखला, (ई.एल.एस.)अजनी, (ई.एल.एस.)कल्याण, (एस.)भुसावल, (ई.एम.यू.)सानपाडा

स.सा.प्र. : (ई.एम.यू.)विद्याविहार, (जी.)करीरोड, हाजीबंदर, (डी.)कुर्ला, वाडीबंदर, स्टे.भायखला,

(एस.एंड.टी.)भायखला, (सी.एंड.डब्ल्यू.)कुर्कुवाडी, (डी.)पुणे, (ई.एम.यू.)कलवा,

(टी.एम.डब्ल्यू.)नासिकरोड, (डी.)कल्याण, (एम.डी.)मनमाड

व.डी.एफ.एम. : मुंबई, पुणे, नागपुर, भुसावल, सोलापुर

डब्ल्यू.ए.ओ. : माटुंगा, परेल, नासिक रोड, मनमाड, भुसावल, भायखला-एस.एंड.टी.

डी.आर.एम. : मुंबई, नागपुर, भुसावल, सोलापुर, पुणे

ए.डी.आर.एम. : मुंबई, नागपुर, भुसावल, सोलापुर, पुणे

सी.डब्ल्यू.एम. : माटुंगा, परेल, नासिक रोड, मनमाड, भुसावल, भायखला-एस.एंड.टी.

अन्य विभाग :

सीएओ(सी)/पीएफए/पीसीई/पीसीसीएम/पीसीएसटीई/पीसीएमई/पीसीपीओ/पीसीईई/सीएसओ/पीसीओएम/पीसीएमडी/सीई

/सीई(सी)/सीई(सी)दक्षिण, सीई(सी)उत्तर, सीई(सी)सर्वेक्षण/सीई(सी)एमटीपी/सीई(टी.पी.)/सीई(मुख्यालय)/सीई(टीएम)/सीई

(पीएलजी)/सीई(जी)/सीई(डब्ल्यूकेएस)/सीएटीई(सी)/सीएमई(पीएजी)/सीएमई(ओएंडसी)/सीबीई, सीईई(सी)-I/सीईई(सी)-

II/सीएसई/सीसीओ/सीईई(पीएलजी)/सीएसटीई(परियोजना)/सीआरएसई/सीएमपीई(डी)/

सीडब्ल्यूई/सीएमई(पीएलजी)/सीईटीई/सीईएसई/सीईडीई/सीईईएल/सीसीई/सीसीएम(एफएस)/सीसीएम(पीएस)

/सीसीएम(एफएम)/सीसीएम(कैट)/सीसीएम(पीएम)/सीसीएम(पीआरएस)/सीपीओ(ए)/सीपीओ(आईआर)/

एसडीजीएम/सेसी-जीएम/सेसी-एजीएम/सीएससी(आरपीएफ)/सीपीएम(कानव)/सीटीपीएम/सीटीएम(पी)/ सीएफटीएम-

आई/सीएफटीएम-2/सीपीटीएम/कॉम(जी)/सीसीओ/सीडब्ल्यूई/लेखापरीक्षाकेप्रमुखनिदेशक/

सीएसटीएम/प्रिसिपलजेडटीएस भुसावल/डीआरआईआरआईसीएन(पुणे)/निदेशक-आईआरआईएन/(नासिक रोड)

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

To:
The President of India
Acting through Principal Financial Adviser,
CENTRAL RAILWAY, MUMBAI CSMT.

GUARANTEE BOND

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt M/s _____ (hereinafter called "the said Contractor(s)") from the demand under the terms & conditions of an Agreement dated _____ made between PCMM, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 and M/s _____ for (Description of the item) _____ (hereinafter called "the said Agreement"), of Security Deposit for due fulfillment by the said Contractor (s) of the terms & conditions contained in the said Agreement on production of a 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 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 agreement.

2. We _____ (Indicate the name of the Bank) do here by 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 damages caused to 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 or by reason of the Contractor(s) failure to perform the said 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 undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(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 our liability for payment thereunder and the Contractor(s)/Suppliers(s) shall have no claim against us for making such payment.

4. We _____ (Indicate the name of the 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 and that it shall continue to be enforceable till all 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 PCMM (Office/Department) Ministry of Railways certifies that the term and conditions of the said Agreement has 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 (date) _____, we shall be discharged from all liability under this Guarantee thereafter.

...2/-

5. We _____ (Indicate the name of the 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 for any time from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by 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)/ Suppliers(s).

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

Date the day of20__
For.....(Indicate the name of the Bank)
(Bank's Common Seal)