

I/637441/2024

Annexure-5

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (SECURITY DEPOSIT)
GUARANTEE BOND**

Ref.....

Date.....

Bank Guarantee No.....

To

**THE PRESIDENT OF INDIA,
Acting through
PFA Western Railway,
7th Floor, Station Building
Churchgate
Mumbai-20
India**

1. Against contract (or vide Advance Acceptance of the Tender) No.dated....covering supply of.....(hereinafter called the said 'contract') entered into between the President of India and (hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we,.....Bank Ltd., are holding in trust in favour of the President of India, the amount of (write the sum here in words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/ or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India.).

2. We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till..... hereinafter called the said date and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us.....Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....Bank Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that weBank Ltd., undertake not to revoke this guarantee during its

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currency without the consent in writing of the President of India (Govt. of India).

4. We.....Bank Ltd. Undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor 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 there under and the contractor shall have no claim against us for making such payment.

5. WeBank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India (Govt. of India) against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we.....Bank Ltd. shall not be released from our liability under this guarantee by reasons of any such variation or extension being granted to the said Contractor or for any forbearance and/ or omission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or thing what-so-ever which, under the law relating to sureties, would but for this provision have the effect of so releasing us from our liability under this guarantee.

6. We.....Bank Ltd., further agree that the guarantee herein contained shall not be discharged by any change in the constitution of the Bank or said Contractor/Supplier.

Date.....

Signature.....

Place.....Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)

Digitally Signed by Atul
Sharma

Date: 28-10-2024 11:57:29

Reason: Approved