

## **GUARANTEE BOND TOWARDS PERFORMANCE OF CONTRACT**

**To**

**The President of India Acting through  
FA&CAO/CN/MS  
Southern Railway,  
Egmore, Chennai 600 008.**

Bank Guarantee Number . :  
Date :  
Value :  
Valid up to :

## **PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE.**

In consideration of President (herein after called the Government) having accepted **M/s PRUDENT EPC PRIVATE LIMITED**, having register office at, 509, 5<sup>th</sup> floor, B-Wing, Golf Scappe, Behind Eunny Estate, Sion-Trombay Road, Chembur, Mumbai 400071 (hereinafter called the **Contractor**) from the demand under the terms and conditions of the agreement bearing **Letter of Acceptance No. CONST-HQ-ENGG/57-CECNMS-2023-E-398266/10177330094789 DT 04/01/2024** made between **FA&CAO/CN/MS Southern Railway, Chennai 600 008**. For **“PERAMBUR NEW RAILWAY HOSPITAL - Providing fire fighting arrangements to newly constructed OPD Block, A Block, B-Block, D-Block & L-Block”** and whereas one of the terms agreed by the said contractor, is that he should give a Performance Guarantee in the form an

irrevocable Bank Guarantee amounting to **5%** of the contract value i.e **Rs.19,91,400/- (Nineteen Lakh Ninety One Thousand Four Hundred only)** valid up to \_\_\_\_\_ by way of security for the due observance of the terms and condition, performance and fulfillment of the said contract.

**We, Punjab National Bank, MCC Western 1** ( hereinafter referred to as the Bank) at the request of contractor do hereby irrevocably and unconditionally guarantee to the Government that the contractor shall duly perform and discharge their obligations under the contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the contractor in connection with and/or for the performance of works as per the specification stipulated in **Tender Notice No 57-CECNMS-2023-E-398266 dt 29/11/2023** and **Letter of Acceptance No CONST-HQ-ENGG/57-CECNMS-2023-E-398266/10177330094789 DT 04/01/2024** reckoned from the date as per the letter of acceptance, and further guarantees that the works which shall be done by the contractor under the said contract, shall be actually performed in accordance with terms and conditions of the contract to the full satisfaction of the Government.

**We, Punjab National Bank, MCC Western 1** (“hereinafter called the Bank”) do hereby undertake to pay to the Government an amount not **Rs.19,91,400/- (Nineteen Lakh Ninety One Thousand Four Hundred only)** against any loss or damage caused to or suffered or would be caused or suffered by the Government by reason of any breach by the said Contractor of any terms and conditions contained in the said contract.

**We, Punjab National Bank, MCC Western 1, (hereinafter called the Bank”)** to hereby undertake to pay the amount due and payable under the 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 of any of the terms or conditions contained in the said Agreement or by reasons off 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.19,91,400/- (Nineteen Lakh Ninety One Thousand Four Hundred only)**

**We, Punjab National Bank, MCC Western 1 (hereinafter called the Bank”)** undertake to pay to the Government any money so demanded not withstanding any disputes or dispute raised by the said 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 liabilities for payment there under and the said Contractor shall have no claim against us for making such payment.

**We, Punjab National Bank, MCC Western 1** (hereinafter called the Bank”) 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 the maintenance period 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 **FA&CAO/CN/MS Soutehrn Railway, Chennai 600 008 (Government)** certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. **Unless 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 guarantee thereafter.**

**In the event of the period of the Contractor being extended and the contractor fails to extend the validity of this guarantee for a further period to cover the extended period of contract before the validity date of this guarantee, a mere demand or claim made on the Bank by the Government on or before the date of discharge of this guarantee can be conclusive as regards the amount due and payable by the Bank Under this Guarantee, unless the contractor extended the validity and the Bank shall pay the amount forthwith to the Government.**

The Government shall be a liberty without our knowledge or consent from time to time to grant or allow extension of time or give indulgence to the contractor or to modify the terms and conditions of the said order with the contractor without affecting or impairing the guarantee or our liability hereunder.

The decision of the Government whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of the terms and conditions of the said order shall be conclusive and binding on us.

This guarantee is a continuing one and will not be revoked except with the prior written consent of the Government.

.

The guarantee herein before contained neither shall not be affected by any change in the Constitution of Bank or of the Contractor.

The said contractor from time to time or to postpone for any time or from time to time any of all powers exercisable by the Government against the said Contract 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 or any such Variation or extension being granted to the said contractor or for any forbearance act or omission of the part of the Government or any indulgence by the Government to the said

contractor or by any such matter or thing whatsoever which under lay relating to sureties would but for provision have effect of so reliving use.

Notwithstanding anything contained herein

Our liability under this Bank Guarantee shall not exceed **Rs.19,91,400/- (Nineteen Lakh Ninety One Thousand Four Hundred only)**

- a) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before \_\_\_\_\_
- b) Lastly , **We, Punjab National Bank, MCC Western 1** undertake not to revoke this guarantee during it currency except with the previous consent of the Government in writing.
  - (i) our liability under this Guarantee shall be limited to the sum of **Rs.19,91,400/- (Nineteen Lakh Ninety One Thousand Four Hundred only)**
  - (ii) This bank guarantee will be valid upto \_\_\_\_\_
  - (ii) We are liable to pay the guaranteed amount or any part there of under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN

1 OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED RUPPEES RS.19,91,400/- (NINETEEN LAKH NINETY ONE THOUSAND FOUR HUNDRED ONLY)

2 THIS BANK GUARANTEE SHALL BE VALID UPTO\_\_\_\_\_ BEING THE DATE OF EXPIRY OF THIS GUARANTEE

3 FURTHER A CLAIM PERIOD OF DAYS AFTER VALIDITY PERIOD IS AVAILABLE TO YOU TO MAKE A DEMAND UNDER THE BANK GUARANTEE IN RESPECT OF A CLAUSE OF ACTION WHICH HAS ARISEN DURING THE VALIDITY PERIOD ONLY

4 WE ARE LIABLE TO PAY UP TO THE GUARANTEE AMOUNT if and only if WE RECIEVE FROM YOU A WRITTEN CLAIM OR DEMAND WITHIN THE VALIDITY PERIOD OF THE GUARANTEE AS ABOVE OR WITHIN CLAIM PERIOD IF ANY

**This Bank Guarantee shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to IDBI BANK LTD, CHENNAI MAIN BRANCH SAIDAPET 115, ANNA**

SALAI, SAIDAPET P.B, A/C NO. 129103000004374 IFSC CODE – IBKL0000129 and written confirmation to the effect is issued by Bank of Beneficiary.

Dated:.

FOR

Witness:

1)

2)