

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE**

(To be executed on Non-Judicial Stamp Paper worth Rs. 250/- & affix revenue stamp of Rs. 1/-)

(To be furnished by successful bidder)

Ref.

Bank Guarantee No.

Date

To,
The Manager CAU,
Chhattisgarh State Power Distribution Company Ltd.
Raipur.

Dear Sirs,

In consideration of **E.D. (PROJECT) CSPDCL, Raipur** ----- (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....(**contractor Name**)..... with its Registered/Head office at(**Address of Contractor**).....(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Award No.....(**Order No.**).....dated.....(**Dt.**).....and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No.(**Order No.**).....dated(**Dt.**).....valued at(**Order Amount**).....for (**scope/Name of Contract**) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.\$......(5% of the said value of the Contract) to the Employer.

We.....(**Name & address of Bank, who issuing of BG**) (Name & Address) having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake unequivocally and unconditionally to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs.....(**amt. 5% SD Addl. S.D.**).....as aforesaid at any time upto\$......(**1 year+working period+90 days**).....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Employer or any other indulgences shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

It is hereby agreed to by the Bank with the CSPDCL that if for any reason a dispute arises concerning the Bank's liability to pay the requisite amount to the CSPDCL under the terms of this guarantee. The competent **Court at Raipur** only shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to **Rs.....**and it shall remain in force up to and including dt. upto claim period..... **1 year+working period+90 days).....** and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s(**फर्म का नाम**)....on whose behalf this guarantee has been given.

Dated this.....day of 20.....at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp) Attorney as per Power of Attorney No. Date Mob. No. Fax No. E mail- ID.

\$ This sum shall be five per cent (5 %) of the Contract price.
\$\$ The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.

NOTE: The stamp papers of appropriate value shall be purchased in the name of issuing Bank.