**ANENXURE-A**

**1. PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

Bank Guarantee No. …………………… Date...................

NOA/Contract No.....................................

*…………..[Name of Independent Engineer]…………………….*

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on ..............*(insert date of the Contract)…*..... between you and M/s ................. *(Name of Independent Engineer)* ..................,

**(or)**

vide notification of award issued on *............ (insert date of the notification of award)….*by you to M/s ................. *(Name of Independent Engineer)* ..................,

having its Principal place of business at ………....*(Address of Independent Engineer)* ............................... and Registered Office at ………....*(Registered address of Independent Engineer)* ........................................................................................ ("**the Independent Engineer**") concerning …….................….. *(Indicate brief scope of work)* ............................... for the complete execution of the …….… *(insert name of Package alongwith name of the Project)……*.. *[Applicable for Bank Guarantees issued by Consultant for those Contracts awarded to them]*

By this letter we, the undersigned, ………*(insert name & address of the issuing bank)* ………, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of .................................... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to you up to ………………………….. i.e., three percent (3%) of the Contract Price until ninety (90) days beyond scheduled date of final acceptance of work i.e., upto and inclusive of ……………. *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the *Independent Engineer* to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the *Independent Engineer* to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond scheduled date of final acceptance of work i.e. upto and inclusive of ……………. *(dd/mm/yy)* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. ……………………… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the *Independent Engineer*, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_\_\_\_\_ (*value in figures*)\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*value in words*)\_\_\_\_\_\_\_\_\_\_\_\_].

2. This Bank Guarantee shall be valid upto *\_\_\_\_\_\_\_\_(validity date)\_\_\_\_\_\_\_\_\_\_.*

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_\_\_\_ (*validity date*) \_\_\_\_\_\_\_\_\_\_.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POA Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

*This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758.*

Unquote

1. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 12.1.4 Section-III, conditions of contract in their Trade Finance Portal.**

**Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:**

**“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”**