

**ANNEXURE - 7**  
**PROFORMA OF PERFORMANCE SECURITY FORM**

Ref:

Date:

Bank Guarantee No.

To,  
**The District Collector**  
**Dist. Ahmednagar**

1. Against Contract vide Advance Acceptance of the Tender No.  
Dated \_\_\_\_\_ of \_\_\_\_\_

(Hereinafter called "The Said Contract") entered into between the client and Hereinafter called the "The Tendering Authority"), this is to certify that at the request of the Tendering Authority we \_\_\_\_\_ Bank are holding in trust in favour of the client, the amount \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and /or in the performance thereof. We agree that the decision of the Department, 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 Tendering Authority and the amount of loss or damage that has been caused or suffered by the Department 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 Department.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Tendering Authority i.e. till \_\_\_\_\_ (viz. The expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Department. \_\_\_\_\_

It is fully understood that this guarantee is effective from the date of the said Contract & valid for a period of 60 days from the last date of submission of the bid and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Department.

We undertake to pay the Department any money so demanded notwithstanding any dispute or disputes raised by the Tendering Authority in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Tendering Authority shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that the Department shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the Tendering Authority from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department

against the said Tender and to forbear or enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_ Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. \_\_\_\_\_ (In figures Rs. \_\_\_\_\_)

This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

DATE: -

PLACE: -

WITNESS: -

SIGNATURE: -

PRINTED NAME: -

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( BANK'S COMMON SEAL)