

ANNEXURE-I

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT-
CUM-PERFORMANCE GUARANTEE (on non-judicial stamp paper
of appropriate value to be purchased in the name of executing
Bank) (To be stamped in accordance with Stamp Act, if any, of
the country of Issuing Bank) Ref..... Bank
Guarantee No..... Date.....

To Shelter Cooperative Housing Society Ltd.

(Address of the office)

Dear Sir, In consideration of the Shelter Cooperative Housing
Society Ltd, a corporative Society constituted and established
under the West Bengal Cooperative Society act 2006 and
further amended time to time, (hereinafter referred to as the
'Society' which expression shall unless repugnant to the
context or meaning thereof include its successors,
administrators and assigns) having awarded to M/s
..... (Contractor's name)....with its
Registered/Head Office at (hereinafter referred to as the
'Contractor' which expression shall unless repugnant to the
context or meaning thereof, includes its successors,
administrators, executors & assigns), a Contract by issue of
Society's *Purchase Order/Notice of Acceptance/Letter of
Acceptance/Work Order No. dated and the same
having been unequivocally accepted by the 'Contractor'
resulting into a 'Contract' valued atfor.....(Name and
description of the work/material).....(herein after referred to
as the 'Contract')... and the 'Contractor' having agreed to
provide a Contract Performance Guarantee for the faithful
performance of the entire contract equivalent to(BG value)
.....being % of the Contract price to the Society. We,
.....(Name & Address of Bank)..... 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 & assigns), do hereby guarantee and undertake to
pay the Society, on demand, any and all monies payable by the

Contractor to the extent of(BG value)..... as
aforesaid at any time up to(@days/months/years)
.....unconditionally, and without any demur, reservation,
contest, recourse or protest and without any reference to the
Contractor. Any such demand made by the Society on the Bank
shall be conclusive and binding notwithstanding any difference
between the Society

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and 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 Society and further agrees that
the guarantees herein contained shall be enforceable till the
Society discharges this Guarantee. The Society 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
Society 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 forbear to enforce any
covenants, contained or implied in the referred NIT document
and contract between the Society and the Contractor or any
other course of remedy or security available to the Society. The
Bank shall not be released of its obligations under these
presents by any exercise by the Society of its liberty with
reference to the matters aforesaid or any of them or by reason
of any other act or forbearance or other acts of commission or
omission on the part of the Society or any other indulgence
shown by the Society or by any other matter or thing
whatsoever which under law would, but for this provision have
the effect of relieving the Bank. The Bank also agrees that the
Society 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 notwithstanding
any security or other guarantee that the Corporation may have
in relation to the Contractor's liabilities. Notwithstanding

anything stated above, our liability under this guarantee shall be restricted to Rs.(BG Value).....
.....and it shall remain in force up to and including
.....(@days/months/years) and shall be extended from time to time for such period as may be desired by
(Contractor's Name).....on whose behalf this guarantee has been given. Dated thisday
of.....(YYYY) at(Place)..... (SIGNATURE)
..... (NAME)
..... (DESIGNATION WITH BANK
STAMP) Attorney as per Power of Attorney no.....
DATED In presence of
WITNESS (with full name, designation, address and official seal, if any). 1)
..... 2)
..... *Mention the relevant along with
reference number.