Form 19

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting through **……………….**

Date:………………………….

Surety Bond No: ………………………………… Issue Date:…………………
Amount of Bond: ………………………………… Expiry Date:……………….

WHEREAS, In consideration of the President of India acting through **………………………..**, (hereinafter called **"………………"**) having accepted the bid of **…………………….**, hereinafter called the Contractor/Consultant, for the work of **……………………………………………..** under invitation for bid No RfP document no. 2447/CPM/GM(P)/ADE(C)/HAML/Phase-II for Cor IV from Nagole to RGIA (36.8 km; 24 stns); Cor V from Raidurg to Kokapet Neopolis (11.6 km; 8 stns); Cor VI from MGBS to Chandrayangutta (7.5 km; 6 stns); & Cor VIII from LB Nagar to Hayat Nagar (7.1 km; 6 stns) for 63 km (Package-I), Hyderabad, Telangana**.**

AND

WHEREAS, the contractor/Consultant is required to furnish Performance Security for the sum of **…………………………………………..** in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we, ___________, (Name of insurance company) hereinafter called the **Surety**, acting through ………………………………………………...[Designation(s) of the authorised person of the Surety], have, at the request of the **………………………,** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned **…………………………………..**, being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **……………………………………………..** as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the

Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is ………………. [insert date of issue]. The Bond and our obligations under it will expire on ……………….. (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us,

notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favor of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed **………………………………………...**
b. This Surety Bond shall be valid up to **……………….** (being the date of expiry);
c. Unless the bank is served a written claim or demand on or before **…………..** [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day **xx** of, **………., 2026.**

15. The Insurance Surety Bond shall be verified by sending mail to [……………………………].

Place…………

Bank's Seal and authorized signature(s)
[Name in Block letters] ………………....
[Designation with Code No.]…………….……
[P/Attorney] No.

Witness
1.
2.