

Bank guarantee format for Performance Guarantee

(To be stamped in accordance with Stamp Act
If any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To

[Purchaser's Name & Address]

Dear Sirs,

In consideration of the...[Purchaser's Name]....(Hereinafter referred to as the 'Purchaser' 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, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No.....dated.....and the same having been acknowledged by the contractor, for.....(Contract sum in figures and words) for.....[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (*).....of the said basic value of the aforesaid work under the Purchase Order.

We.....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser's on demand any and all monies payable by the Contractor to the extent of.....(*) as aforesaid at any time up to.....(@).....[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 Purchaser's on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser's 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 Purchaser's and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till....[days/month/year] whichever is earlier.

The Purchaser 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 Purchaser 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 Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligation under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Purchaser's or any other indulgence shown by the Purchaser 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 Purchaser 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 the Purchaser may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid up to and including.....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand on or before.....@.....

Dated this.....Day of.....2016.....at.....

WITNESSES:

Signature.....
Name.....
Official Address.....
Designation.....

Signature.....
Name.....
No.....
Address.....

Signature.....
Name.....
Official Address.....

Bank's Common Seal.....
Attorney as per Power of Attorney