

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Principal
Government Engineering College Banswara,
Banswara (Rajasthan) 327001.

WHEREAS.....
.....(Name and address of the Supplier) (hereinafter called “the Supplier”)
has undertaken, in pursuance of contract no.....
dated (here in after called “the contract”) to supply
.....

AND WHERE AS it has been stipulated by you in the said contract that the
Supplier shall furnish you with a bank guarantee by a scheduled
nationalized bank recognized by you for the sum specified there in as
security for compliance with its obligations in accordance with and due
performance of the contract;

AND WHERE AS we have agreed to give the Supplier such a bank
guarantee;

NOW THEREFORE we here by affirm that we are guarantors and
responsible to you, on behalf of the Supplier, up to a total
of.....(amount of the
.....guarantee in words and figures), and we
hereby irrevocably and absolutely undertake to pay you immediately, upon
your first written demand declaring the Supplier to be in default under the
contract and without cavil or argument, any sum or sums within the limits of
(amount of guarantee) as aforesaid, without your needing to prove or to
show grounds or reasons for your demand or the sum specified therein.

We here by waive the necessity of your demanding the said debt from the
Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the
terms of the contract to be performed there under or of any of the contract
documents which may be made between you and the Supplier shall in any
way release us from any liability under this guarantee and we hereby waive
notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank. This guarantee shall be valid up to and including the.....day of.....,20.....

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch