

Performa of  
BANK GUARANTEE FOR PERFORMANCE SECURITY

To,  
NIELIT New Delhi  
Electronics Niketan,  
6 CGO Complex, New Delhi-110003

WHEREAS ..... (name and address of the Supplier).... (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.: ..... dated..... to supply ...(description of Goods and Services)... (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed with the Supplier to give such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of Rs. .... (amount of Guarantee Money in figures and words)..., and we undertake to pay you, 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 the sum of Rs. .... (amount of Guarantee Money) ..... as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby 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 in the terms of the Contract to be performed thereunder 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 of notifying you of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under the Bank Guarantee shall not exceed Rs. ....
2. This Bank Guarantee shall be valid up to the ..... day of ....., 20.....
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if a written claim or demand is served upon us within two months beyond its validity

.....  
(Signature of the Authorised Officer of the Bank)

.....  
Name and Designation of the Authorised Officer

Place: .....

Dated: .....

.....  
Seal, Name and Address of the Bank and Bank Branch

Note:

1. Date of validity of bank guarantee will be two months beyond the end date of service contract / warranty.
2. Bank Guarantee will be made on a Non-Judicial Stamp Paper of Rs. 100/-.