

CONTRACT – PERFORMANCE BANK GUARANTEE  
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.....  
Date.....

To  
INDRAPRASTHA GAS LIMITED

OWNER ORDER NO.....DATED.....

Dear Sir,

*In consideration of the INDRAPRASTHA GAS LIMITED, NEW DELHI (INDIA) (hereinafter referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the work of ..... to .....having its Principal Office at ..... (hereinafter referred to as "VENDOR(SELLER)/"CONTRACTOR)" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply/execution by issue of OWNER'S Owner order No. .... dated..... And the same having been accepted by the VENDOR(SELLER/CONTRACTOR) resulting into CONTRACTS for supplies of materials equipments/execution of works/services as per above Owner Order having a total value of ..... for the complete supply of materials/equipments/execution of works/services and the VENDOR(SELLER/CONTRACTOR) having agreed to provide a Contract performance and Warranty/Guarantee for the faithful performance of the aforementioned contract and warranty to quality to OWNER.*

*We (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 and assigns) do hereby guarantee and undertake to pay the OWNER/OWNER, on demand any and all moneys payable by the seller/Contractor to the extent of \_\_\_% (\_\_\_ percent) of the contract price without any deviation and protest as aforesaid at any time up to.....and without reference to the VENDOR(SELLER/CONTRACTOR). Any such demand made by OWNER on the Bank shall be conclusive and binding notwithstanding any difference between OWNER and VENDOR(SELLER/CONTRACTOR) or any dispute pending before any Court, Tribunals, Arbitrator or any other Authority.*

*The Bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges the guarantee. OWNER 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 by VENDOR(SELLER/CONTRACTOR) of the aforementioned contract. OWNER 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 VENDOR(SELLER/CONTRACTOR) and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contracts between OWNER and VENDOR(SELLER/CONTRACTOR) or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.*

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The BANK also agrees that OWNER at its option shall be entitled to enforce this Guarantee against the BANK as a Principal Debtor, in the first instance without proceeding against VENDOR(SELLER/CONTRACTOR) and notwithstanding any security or other guarantee that OWNER may have in relation to the VENDOR'S(SELLER'S/CONTRACTOR'S) liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to AND it shall be remain in force upto and including ..... and shall be extended from time to time for such period as may be desired by the VENDOR(SELLER/CONTRACTOR) on whose behalf this Guarantee has been given.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2015 at \_\_\_\_\_

1. The guarantee shall not be affected by any change in constitution of the bank or by absorption/merger of bank with any other body or corporation.
2. The guarantee shall be in addition to and not in substitution for any other guarantees or security for the supplier/Contractor given or to the owner in respect of said purchase order by the bank (whether alone or jointly with others).
3. The bank hereby declares that \_\_\_\_\_(Name of the person signing on behalf of bank) \_\_\_\_\_ is authorized to sign this guarantee /undertaking on behalf of the bank and to bind the bank thereby.
4. Any notice by way of request, demand or otherwise hereunder may be sent by post/courier to the bank address and duly verified by proof of delivery will be sufficient & shall be deemed as claim lodging date by owner.
5. This guarantee is operative at \_\_\_\_\_ in Delhi NCR branch (name and address of the branch present in Delhi NCR), \_\_\_\_\_ (Place).
6. Details of issuing and operating branches are as under:

	Outstation/Issuing Bank details	Local Operating bank details. (in Delhi-NCR)
Postal Address		
Telephone no / Fax No		
Contact person		
Email ID		

7. These present shall be governed by and construed in accordance to Indian law.

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*Notwithstanding anything contained herein above:-*

- 1. Our liability under this Bank Guarantee shall not exceed Rs. ----- (amount in word).*
- 2. This Bank Guarantee shall be valid up to ----- (Contract period + Min period as defined in contract/Tender(i.e. 90 days beyond contract/warranty/guarantee/defect liability period whichever is higher)).*
- 3. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon written claim or demand on or before -----."(1 month beyond expiry date.)*

*WITNESS  
(Signature)*

*(Name)  
(Official Address)*

*(Signature Bank Signatory)*

*Bank Rubber Stamp  
(Name)*

*Designation with Bank  
Stamp plus Attorney as  
Per Power of Attorney*

*No.....  
Dated.....*