No. :- ………………………………… Date with Company Seal

**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the “SRIC, IIT KGP”} having agreed to exempt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the said contractor(s)’) from the demand under the terms and conditions of an agreement/(Purchase Order) No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the said agreement ”), of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_we, (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter refer to as “the bank”) at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (contractor(s)) do hereby undertake to pay to SRIC, IIT KGP an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or any reason of the contracts failure to perform said Agreement.

2. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from SRIC, IIT KGP stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SRIC, IIT KGP by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement or roll out the supply as per schedule V & parameters for failure of compliance of intellectuals property rights. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of SRIC, IIT KGP in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. We undertake to pay to SRIC, IIT KGP any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/Supplier/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier/ Agency(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of SRIC, IIT KGP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till expiry of 90 days beyond the date on which the warranty period of the equipment(s) expire.

5. We (name of the bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agree with SRIC, IIT KGP that SRIC, IIT KGP shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SRIC, IIT KGP against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRIC, IIT KGP or any indulgence by IIT KGP-SRIC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We (name of the bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SRIC, IIT KGP in writing.

Dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Indicate the name of bank)