

**BANK GUARANTEE (PERFORMANCE)**

Guarantee No. \_\_\_\_\_  
Amount of Guarantee \_\_\_\_\_  
Guarantee cover from (Name of the Bank) \_\_\_\_\_  
Last date for lodgment of claim(s) \_\_\_\_\_  
B.G. in No. of pages including this page \_\_\_\_\_

THIS DEED OF GUARANTEE made this \_\_\_\_\_ day of \_\_\_\_\_ 200 by \_\_\_\_\_ having one of its Branches at \_\_\_\_\_ acting through its Manager (hereinafter called ‘The Bank’ which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s. Telecommunications Consultants India Ltd. (A Government of India Enterprises) registered under the companies act 1956, having its office at TCIL BHAWAN, GREATER KAILASH-1, NEW DELHI 110048 (thereinafter called TCIL which expression shall include its successors and assigns).

WHEREAS TCIL has entered into an agreement/agreements with M/s. \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called the ‘Contractor’ which expression shall include its successors, executors and permitted assigns) for \_\_\_\_\_ (name of work) awarded to the contractor against Tender No \_\_\_\_\_.

AND WHEREAS in accordance with the terms of the said contract the Contractor has agreed to furnish an unconditional Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (Rs. in words) only) for due performance of this contract awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS.

1. We, the Bank hereby irrevocably guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the Bank undertakes to pay to TCIL on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ (Rs in Words) \_\_\_\_\_) (Only) on invocation of this guarantee. Any claim made by TCIL on us within the sanctioned guarantee amount shall be final and binding on us.
2. Notwithstanding anything contained hereinbefore, the liability of this bank in respect of this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (Rs. In words) \_\_\_\_\_) (Only) and shall remain in force till \_\_\_\_\_ unless an action / claim is made on us in writing within 60 days from this date i.e. upto \_\_\_\_\_ and all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL HEREUNTO.

DATE:-

