PERFORMANCEBANKGUARANTEE

B.G.No.:_____

Date:_____

Amount:_____ Valid Up to:_____

1. IN Consideration of the National Institute of Technology, Warangal, hereinafter called the ("Purchaser")havingagreedwithM/s._____hereinaftercalled thesaid("Contractor")from demand, under the terms and conditions of an agreement No. "PO.No._____ Dt._____madebetweenwiththe "NationalInstituteofTechnology,Warangal"andM/s._____ forSupplyof("_____")(hereinaftercalledthesaid"Agreement")of securitydepositforthe due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on productionofBank Guarantee for Rs._____(Rupees _____),we _____Bank,the requestofM/s. _____ Contractor (dohere byundertake to paytothe Purchaser,anamount not exceeding Rs._____ (Rupees _____) against any loss or damage caused to or sufferedor wouldbe caused toorsufferedbythePurchaserbyreasonof anybreach bythesaid contractor(s) ofanyofthetermsandconditionscontainedin thesaidagreement.

2. We _____Bank,doherebyundertakeIpaytheamountdue and payableunderthisguaranteewithout any demur, merely on a demand from the Director, National Institute of Technology, Warangal, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s). Failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards theamount due and payable by thebank underthis guarantee. However, our liability under is guarantee shall be restricted to an amount not exceeding Rs._____(Rupees_____).

3. We_____Bank, undertake to pay to the Purchaser any money sodemanded notwithstanding any dispute or disputes raised by the Contractor.In anysuit or proceeding pending before any court or tribunal relating thereto, our liability underthis present absoluteadunequivocal.Thepaymentsomadebyus under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We_____Bankherebyfurtheragree the guaranteeherein contained shall remain in full force and effect during the period that would be taken performance of the said agreement and that it shall continuetobeenforceabletillallthedуesofthe purchaserunderorbyvirtueofthesaidagreementhave been fully paid and its claim satisfied or discharged or till the "Director, National Institute Technology,Warangal"certifiedthatthetermsand conditionsofthe said agreementhavebeenfullyandpropertycarried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or a claim under thisguaranteeismadeonusinwritingonor before_____weshallbedischargedfromallliabilityunder this guaranteethereafter.

5. We_____ Bank further a with the Purchaser that the Purchaser shall have the fullest libertyour consent and without affecting in any manner our Obligations hereunder to vary any of the terms and conditionsofthesaidagreementortoextendtimeforperformancebythesaidcontractor(s)fromtimetotime ortopostponeforanytimeorfromtimetotimeanyofthepowersexercisablebythegovernmentagainstthe saidcontractor(s)andtoforbearorenforceanyofthe termsandconditionsrelatingtothesaidagreementand weshallnotberelivedfromourliabilitybyreasonofanysuchvariationorextensionbeinggrantedtothesaid contractor(s)orforanyforbearance,actorcommissiononthepartoftheGovernmentoranyindulgenceby the Government to the said contractor(s) or by any /such matter or thing whatsoever which under the law relatingto sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank of Contractor(s).

7. Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees_____).

8. This Bank Guarantee shall valid up to_____.

9. We are liable to pay the Guarantees amount on any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.