

**PERFORMANCE BANK GUARANTEE**

**TO BE MADE ON RS.100-NON JUDICIAL STAMP PAPER)**

To,

Chief Account Officer,  
Delhi Development Authority,  
Vikas Sadan, INA,  
New Delhi-110023.

WHEREAS (**Name & Address of Hospital/Lab/Eye Clinic/ Dental Clinic**) has undertaken to (**Description of Services**) hereinafter called "the Agreement AND WHEREAS it has been stipulated by you in the said Agreement that the (**Name & Address of Hospital/Lab/Eye Clinic/ Dental Clinic**) selected for empanelment shall furnish you with a bank Guarantee by a bank for the sum specified therein as security for compliance with the **Hospital/Lab/Eye Clinic/ Dental Clinic** performance obligations in accordance with the Agreement

AND WHEREAS we have agreed to give the **Hospital/Lab/Eye Clinic/ Dental Clinic** a guarantee:-

THEREFORE We (**Name & Address of the Bank**) hereby affirm that we are Guarantors and responsible to you, on behalf of **Hospital/Lab/Eye Clinic/ Dental Clinic** (herein after referred to "the Second Party up to a total of **0.50/2.00 Lacs (Amount of the guarantee in Words and Figures)** and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

This Guarantee shall be incorporated in accordance with the laws of India.

We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or of the **Hospital/Lab/Eye Clinic/ Dental Clinic**.

Notwithstanding anything contrary contained in any law for the time being in force or Banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything to the contrary contained herein.

- I. Our liability under this Guarantee shall not exceed Rs.....
- II. This Bank Guarantee shall be valid up to..... (being the date of expiry of the Guarantee).
- III. The beneficiary right as well the Bank liability under this Guarantee shall stand extinguished.

Unless a written claim or demand is made under this Guarantee on or before (Being the date of expiry of claim period which in no case should be less than 1 year from the date of expire of validity period of BG as per clause I. above)

Dated the.....day of.....20.....

Date

Signature and Seal of Guarantors

Address:

\_\_\_\_\_  
\_\_\_\_\_