## **Annexure 12: Proforma for Performance Bank Guarantee**

**(To be stamped in accordance with stamp act)**

**Reference No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bank Guarantee No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Against contract vide advance acceptance of the **RFP** No. Expansion and support service for MahaVISTAAR, IIITB/COSS/2025/OpenAgriNet - MahaVISTAAR, 03-Jul-2025 covering supply of (herein after called the said ‘contract’) entered into between International Institute of Information Technology Bangalore (herein after called the Purchaser) and (herein after called the Vendor) this is to certify that at the request of the Vendor, we (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees

 (write the sum herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.

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 satisfactory performance and fulfillment in all respects of the said contract by the Vendor

i.e. till (viz. the date up to 12 months after the date of signing of the contract between the Vendor and the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us (Name of the Bank) by virtue of this guarantee before the said date, the same shall been force able against us

 (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded not withstanding any dispute or disputes raised by the Vendor in any suitor proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contractor to extend the time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we,



(Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and/or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of sore leasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal (Authorized Signatory)

Place: Name:

Date: Designation:

Mobile No: Business Address: