

## Annexure -2

### **BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act) (The non-judicial stamp paper should be in the name of issuing Bank)

Ref : Tender No. . xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Bank Guarantee No

Date

To

The Peoples' Urban Co-operative Bank Ltd  
PB No 1. H.O, Main Road, East Fort Gate, Opp Mini Civil Station,  
Tripunithura, Ernakulam, Kerala, India - 682301  
Phone : 8714600230  
Email : peoples@pucbank.com

Dear Sir,

In consideration of the The Peoples' Urban Co-operative Bank LTD (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s\_\_\_\_\_, a contract. Bearing No \_\_\_\_\_ date\_\_\_\_\_ valued at \_\_\_\_ for\_\_\_\_ and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to (5 per cent) of the said value of the Contract to the Owner. We at \_\_\_\_\_ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to

enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

The performance guarantee shall also govern the following guarantees

- a. The Hardware / Software supplied under the contract by the Contractor shall be free from all defects / bugs and upon written notice from BANK, the Contractor shall fully remedy, free of expenses to BANK, all such defects / bug as developed under the normal use of the said hardware / software within the period of guarantee/Warranty.
- b. The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clause of tender Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. \_\_\_\_\_ and it shall remain in force up to and including \_\_\_\_\_ and shall be from time to time for such period (not exceeding one year), as may be desired by M/s \_ on whose behalf this guarantee has been given extended.

WITNESS

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ ( Bank's Rubber Stamp)

Official address \_\_\_\_\_ Name \_\_\_\_\_

Designation with Bank Stamp

Attorney as per Power of Attorney No.  
Date