

Draft

BANK GUARANTEE FORMATE

This deed of guarantee is executed by the **(Name of bank)**, a body Corporate Registered/ Constituted under the law of ----- having the Central office at ----- and amongst other places a Branch at -----(herein after referred to as "**the Bank**") in favour of, **Administration of Daman & Diu(U.T.), Office to The Executive Engineer, Electricity Department, Vidyut Bhavan, Near 66/11 KV Kachigam Sub Station, Somnath - Kachigam Road, Kachigam, Daman-396 210** (hereinafter called "**the Government**") for an amount not exceeding **(Amount) (in words)** at the request of **(name of the company)**

This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a Maximum of **(amount)/- (in words)** and the guarantee shall remain in full force up to **(Date)** and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the bank on or before the **(date)**

1. In consideration of **Administration of Daman & Diu (U.T.), Office of The Executive Engineer , Electricity Department, Vidhyut Bhavan, Near 66/11 KV Kachigam sub station, Somnath- Kachigam Road, Kachigam, Daman- 396 210** (hereinafter called "**the Government**") having agreed to exempt **(name of Company)** having its Registered Office at **(Address)** (hereinafter called "**the said Consumers**") from the demand under the terms and conditions of an agreement No. **Service Connection No.(Consumer ID , if allotted)** for Plot No. **(Factory Address)** made between **The Executive Engineer, Electricity Department, Daman & Diu U.T.**, and **(Name of Company)** for supply of Power (Contract Demand) (hereinafter called " the Said agreement ") of Security Deposit for the due, fulfillment by the said consumer(s) of the terms and conditions contained in the agreement on production of a Bank Guarantee for **(amount)**. We, **(name & address of bank)**(hereinafter referred to as "**the Bank**") at the request of **(name of company)** do hereby undertake to pay to the Government an amount not exceeding **(amount)** against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said consume(s) of any of the terms and conditions contained in the said Agreement.

2. We, **(name of Bank)** do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said consumer(S) of any of the terms and conditions contained in the Said Agreement or by reason of the consumer(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to amount not exceeding **(Amount)**

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the consumer in any suit or proceeding pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and consumer(s)/supplier(s) shall have not claim against us for making such payment.

4. We, , further agree that the guarantee contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till The Executive Engineer, **Electricity Department, Daman & Diu (U.T.)** certified that the terms and conditions of the said agreement have been fully and properly carried out by the said consumer(s) and accordingly discharges this guarantee. Unless a demand of claim under this guarantee is made on us in writing on or before the **(Date)** we shall be discharged from all liability under this guarantee thereafter.

5. we, , further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of said Agreement or to extend time of performance by the said consumer(s) from time to or to postpone for any time of from time to time any of the power exercisable by the Government against the said consumer(s) and to forbear of enforce any of the terms and conditions relating to the said

agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said consumer(s) or for any forbearance, act or omission on the part of the Government of any indulgence by the Government to the said consumer(s) or by and such matter of thing whatsoever which under the law relating to 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 the consumer(s).

7. we, lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to **(date)** unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **(Amount)** any unless a claim in writing is lodged with us on or before the date of expiry i.e. **(Date)** or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

"Notwithstanding anything contained herein:

i. Our liability under this Bank Guarantee shall not exceed **(Amount)**

ii. This Bank Guarantee shall be valid up to **(date)**; and

iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand on or before **(Date)** (date of expiry of the guarantee) at **(Name Of bank &Address)**