



संयुक्त विद्युत विनियामक आयोग
(गोवा राज्य और संघ राज्य क्षेत्र)
JOINT ELECTRICITY REGULATORY COMMISSION
(for State of Goa & Union Territories)

File No. 14/44/2015-JERC/ 2142

Date: 11/01/2016

To,
The Superintending Engineer
DNH Power Distribution Corporation Ltd.
First Floor, Vidhyut Bhavan, Opp. Secretariat,
SILVASSA- 396 230

Sub: Approval of Bank Guarantee Format

This has reference to your letter no. 17-1(88)/DNHPDCL/2014/5214 dated 31/12/2015 in connection with the above.

In this regard, it is to advise you that as there is no specific provision about requirement of approval of the Commission for Bank Guarantee Format, you can go ahead with the implementation of the format.

Yours sincerely,

Keerti

(Keerti Tewari)
SECRETARY

AR (Bily) * Put up Silie A DNHDPCL
File 12/1/16 for vide publicity;

FORM OF PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "the DNH Power Distribution Corporation Ltd" which expression shall unless repugnant to the subject or contract include his successor and assigns) having agreed to exempt M/s. _____ situated at Plot No. Survey No. _____ and having its registered office at _____ (hereinafter called "the Consumer(s)") from the payment of Security Deposit under Joint Electricity Regulatory Commission (Supply Code) Regulations, 2010 (hereinafter called the said Joint Electricity Regulatory Commission(Supply Code) Regulations, 2010) for supply of ____ KVA High Tension Power on production of Bank Guarantee for `Rs. _____ (Rupees _____ only).

1. We _____ (hereinafter referred to as "the Bank") at the request of M/s. _____ do hereby undertake to pay the DNH Power Distribution Corporation Ltd an amount not exceeding `Rs. _____ (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by the DNH Power Distribution Corporation Ltd by reason of any breach by the said consumer(s) of any of the terms and conditions contained in the said Joint Electricity Regulatory Commission (Supply Code) Regulations, 2010 and other agreement / rules for supply of electrical energy prevailed in Dadra and Nagar Haveli from time to time.
2. We _____ do hereby undertake to pay amounts due and payable under this Guarantee without any demur, merely on a demand from the DNH Power Distribution Corporation Ltd stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DNH Power Distribution Corporation Ltd by reasons of breach by the said consumer(s) of any of the terms and conditions of the said Joint Electricity Regulatory Commission(Supply Code) Regulations, 2010 or any other rules / agreements for supply of electrical energy. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding `Rs. _____ (Rupees only).
3. We, the said bank further undertake to pay the DNH Power Distribution Corporation Ltd any money so demanded notwithstanding any dispute or disputes raised by the consumer(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. We _____ (Name of the Bank) further agree that the Guarantee herein contain shall remain in full force and effect during the entire period of power supply or any other period covered under the said Joint Electricity Regulatory Commission (Supply Code) Regulations, 2010) or any other rules/ agreements applicable to the supply of Electrical Energy but not beyond _____ Date(D) _____ and it shall continue to be enforceable till all the dues of the DNH Power Distribution Corporation Ltd have been fully paid unless a claim or demand under this Guarantee is made on us in writing on before _____ (D) + 6 months _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ further agree with the DNH Power Distribution Corporation Ltd that the DNH Power Distribution Corporation Ltd shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Joint Electricity Regulatory Commission (Supply Code) Regulations, 2010) or any other rules / agreement for the supply of electrical energy and we shall not be relieved from our liability by reason of any such variation.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the consumer(s).
7. We,(indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DNH Power Distribution Corporation Ltd in writing.
8. This guarantee shall be valid up tounless extended on demand by the DNH Power Distribution Corporation Ltd. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under guarantee shall stand discharged.

Dated theday of.....for.....(indicate the name of the Bank).

Note: No addition / deletion is acceptable.