

## Annexure-A/1

### FORMAT OF FURNISHING BANK GUARANTEE FOR SECURITY DEPOSIT (Power Supply)

In consideration of the DNH Power Distribution Corporation Limited (Herein called "DNH Power Distribution Corporation Limited" 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\_\_\_\_\_ having its registered office at\_\_\_\_\_ (herein after called "the Consumer(s)") from the payment of Security Deposit under Joint Electricity Supply Code Regulations 2018 (hereinafter called Supply Code, 2018 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 Limited** 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 Limited** by any 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, 2018 and other agreement /rules for supply of electrical energy prevailed in Dadra & Nagar Haveli from time to time.
2. We (Name of Bank) \_\_\_\_\_ 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 Limited** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by **DNH Power Distribution Corporation Limited** by reasons of the breach by the said consumer(s) of any of the terms and conditions of the said joint Electricity Regulatory Commission (Supply Code) Regulations,2018 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 undertakes to pay the **DNH Power Distribution Corporation Limited** 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) Regulation,2018 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 Limited** 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 Limited** that the **DNH Power Distribution Corporation Limited** 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 Regulation, 2018) 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 Limited** in writing.
8. This guarantee shall be valid up to ..... unless extended on demand by the **DNH Power Distribution Corporation Limited**. 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 the..... day of.....for..... (Name of Bank)

Signature of the Authorised Signatory of the Bank

Seal of the Bank

Code of the official signing the bank guarantee

**FORMAT OF FURNISHING BANK GURANTEE FOR PERFORMANCE GURANTEE /  
SECURITY DEPOSIT**

In consideration of the DNH Power Distribution Corporation Limited (hereinafter also referred to as 'the Corporation'), which expression shall unless repugnant to the subject or contract include his successor and assigns having agreed under the terms and conditions of the Award Letter bearing No..... dated..... issued by the Corporation, which has been unequivocally accepted by the Contractor M/s..... work of..... (hereinafter called the said Contract) to accept a Deed of irrevocable Bank Guarantee for Rs..... (Rupees.....only) from a Scheduled commercial bank in lieu of the ..... (Performance guarantee to be submitted by the Contractor for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract.

1. We ..... (hereinafter also referred to as 'the Bank") at the request of M/s. .... do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs. ....(Rupees .....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.
2. We..... Bank, further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.
3. We undertake to pay Corporation any money so demanded notwithstanding any dispute or disputes raised by the consumer(s) in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e. ....(date) or from the date of cancellation of the said contract as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
5. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
6. This Guarantee will not be discharged due to the change of constitution of the Bank or the consumer(s) / the Corporation.
7. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing.

Date :-

Signature of the Authorized Signatory of the Bank.

Seal of the Bank

Code of the official signing the bank guarantee

PROFORMA BANK GUARANTEE IN LIEU OF EARNEST MONEY

To,  
The Corporation Name & Address

Dear Sir,

In accordance with your Notice Inviting Tender for \_\_\_\_\_ under your tender No \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter called the Tenderer) with following directors on their Board of Directors / Partners of the firm.

1 _____	2 _____
3 _____	4 _____
5 _____	6 _____

Wish to participate in the said tender for the following:

1 \_\_\_\_\_  
2 \_\_\_\_\_

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with DNH Power Distribution Corporation of India Limited (hereinafter referred to as "Corporation") amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a nationalised bank irrevocable and operative till 30 days after the validity of the offer. (i.e. \_\_\_\_\_ days from the date of opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs..... to the Corporation for the purpose of securing exemption from the deposit of Earnest Money.

1. NOW therefore, we ..... (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the Corporation, the amount of Rs..... (Rupees.....) to the Corporation without any demur, reservation or recourse.
2. We, the aforesaid Bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender document and the decision of the Corporation that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and change in the constitution,

liquidation or dissolution of the Tenderer, shall not discharge our liability guaranteed herein.

4. It is further declared that it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealised under the Guarantee.
5. The right of the Corporation to recover the said amount of Rs.....(Rupees ..... ) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... (Tenderer) and / or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.
6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs..... (Rupees..... ....) and our guarantee shall remain in force upto..... and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Date.....

Place.....

(Signature) \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
(Designation) \_\_\_\_\_  
(Bank's Common seal \_\_\_\_\_  
(Authorisation No.) \_\_\_\_\_

In the presence of:

Witness

1) \_\_\_\_\_

2) \_\_\_\_\_

Accepted

(Signature of the Officer)  
For and on behalf of DNHPDCL

## ANNEXURE - B

List of the Scheduled Banks for acceptance of BG

**A) Public Sector Bank (Nationalized, SBI and Associates Bank)**

- 1 Allahabad Bank
- 2 Andhra Bank
- 3 Bank of Baroda
- 4 Bank of India
- 5 Bank of Maharashtra
- 6 Canara Bank
- 7 Central Bank of India
- 8 Corporation Bank
- 9 Dena Bank
- 10 IDBI Bank Limited
- 11 Indian Bank
- 12 Indian Overseas Bank
- 13 Oriental Bank of Commerce
- 14 Punjab National Bank
- 15 Punjab and Sind Bank
- 16 Syndicate Bank
- 17 UCO Bank
- 18 Union Bank of India
- 19 United Bank of India
- 20 Vijaya Bank
- 21 State Bank of India
- 22 State Bank of Bikaner & Jaipur
- 23 State Bank of Hyderabad
- 24 State Bank of Indore
- 25 State Bank of Mysore
- 26 State Bank of Patiala
- 27 State Bank of Saurashtra
- 28 State Bank of Travancore

**B) Private Bank - Indian**

- 1 Axis Bank Limited
- 2 Bandhan Bank Limited
- 3 Catholic Syrian Bank Limited
- 4 City Union Bank Limited
- 5 Development Credit Bank (DCB) Limited
- 6 Dhanalakshmi Bank Limited

- 7 Federal Bank Limited
- 8 HDFC Bank Limited
- 9 ICICI Bank Limited
- 10 IndusInd Bank Limited
- 11 IDFC Bank Limited
- 12 Jammu and Kashmir Bank Limited
- 13 Karnataka Bank Limited
- 14 Karur Vysya Bank Limited
- 15 Kotak Mahindra Bank Limited
- 16 Lakshmi Vilas Bank Limited
- 17 Nainital Bank Limited
- 18 Ratnakar Bank Limited (RBL)
- 19 SBI Commercial International Bank Limited
- 20 South Indian Bank Limited
- 21 Tamilnad Mercantile Bank Limited
- 22 Yes Bank Limited

**B) Private Bank - Foreign**

- 1 Abu Dhabi Commercial Bank Ltd.
- 2 American Express Banking Corporation
- 3 AB Bank Limited
- 4 Australia and New Zealand Banking Group Ltd.
- 5 Bank of America
- 6 Bank of Bahrain and Kuwait BSC.
- 7 Bank of Ceylon
- 8 Bank of Nova Scotia
- 9 Barclays Bank Plc.
- 10 BNP Paribas
- 11 Credit Agricole Corporate & Investment Bank
- 12 CTBC Bank Co. Limited
- 13 Citi Bank N.A.
- 14 Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.
- 15 Credit Suisse A.G
- 16 Doha Bank
- 17 Deutsche Bank
- 18 DBS Bank Ltd.
- 19 Emirates Bank NBD
- 20 First Rand Bank Ltd.
- 21 First Abu Dhabi Bank PJSC
- 22 HSBC Ltd.
- 23 Industrial & Commercial Bank of China Limited
- 24 Industrial Bank of Korea



- 25 J.P. Morgan Chase Bank N.A.
- 26 JSC VTB Bank
- 27 KEB Hana Bank
- 28 Krung Thai Bank Public Company Ltd.
- 29 Mashreq Bank PSC.
- 30 Mizuho Corporate Bank Ltd.
- 31 National Australia Bank
- 32 Qatar National Bank
- 33 PT Bank Maybank Indonesia TBK
- 34 Shinhan Bank
- 35 Societe Generale
- 36 Sonali Bank
- 37 Standard Chartered Bank
- 38 SBM Bank (Mauritius) Limited
- 39 Sberbank
- 40 Sumitomo Mitsui Banking Corporation
- 41 United Overseas Bank Ltd.
- 42 Westpac Banking Corporation
- 43 Woori Bank
- 44 The Bank of Tokyo – Mitsubishi Ltd.
- 45 The Royal Bank of Scotland PLC