

BANK GUARANTEE FOR PERFORMANCE SECURITY
(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date.....

To

Delhi Electricity Regulatory Commission
Viniyamak Bhavan,
C Block, Shivalik,
Malviya Nagar
New Delhi – 110017

Dear Sir,

In consideration of the DERC (hereinafter referred to as the 'Commission', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____(Consultant Name) with its Registered/Head Office at _____ (hereinafter referred to as the Consultant, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Commission's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting into a Contract valued at Rs. _____ for _____(Scope of Contract) _____ and the Consultant having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Commission.

We _____ (Name & Address of the Bank), having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Commission, on demand any and all monies payable

by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Commission and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Commission and further agrees that the guarantee herein contained shall continue to be enforceable till the Commission discharges this guarantee.

The Commission shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Consultant. The Commission shall have the fullest liberty, without affecting 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 Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Commission and the Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relieved of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Commission or any other indulgence shown by the Commission 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 Commission 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 Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Consultant's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____*_____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ (Consultant Name) on whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 201_____ at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank stamp)

(Attorney as per Power of Attorney

No. _____ Dated _____)

- NOTE: 1. * This sum shall be ten percent (10%) of the Contract Price.
@ The date will be 3 (three) months beyond the completion date of the assignment.
- 2 The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG is issued or NCT of Delhi, whichever is higher.