

## FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

In consideration of the Name of Licensee (Herein called “name of distribution Licensee.....” 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 Name of Licensee 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 Name of Licensee 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 Name of place 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 Name of Licensee stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Name of Licensee 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 Name of Licensee any money so demanded notwithstanding any dispute or disputes raised by the consumer(s) in any suit or proceeding pending before Page 113 JERC for the State of Goa and UTs - Electricity Supply Code Regulations, 2018 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,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 Name of the Licensee have been fully paid unless a claim or demand under this Guarantee is made on us in writing on before D+6 months shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ further agree with the (Name of Licensee) that the Name of Licensee 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, 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 Name of the Licensee in writing.
8. This guarantee shall not be valid up to .....unless extended on demand by the Name of Licensee. 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)