

## **PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT** (ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To, MAHANAGAR GAS LTD, MGL House, Block G-33, BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI – 400 051.

Dear Sirs,

M/s\_\_\_\_\_ have been awarded the work of for MAHANAGAR GAS LTD.,

MUMBAI.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of Rs.\_\_\_\_\_\_ (Rupees as Initial/full Security Deposit in the form therein mentioned. The form of payment of Security Deposit includes guarantee executed by Nationalised Bank, undertaking full responsibility, to indemnify MAHANAGAR GAS LTD in case of default.

The said \_\_\_\_\_\_has approached us and at their request and in consideration of the premises we having our office at have agreed to give such guarantee as hereinafter mentioned.

1. (Bank) hereby undertake We that if and with you default shall be made by agree in performing any of the terms and M/S conditions of the tender or in payment of any money payable to MAHANAGAR GAS LTD., we shall on demand pay to you in such manner as you may direct the said \_\_\_\_\_ only or said portion amount of Rupees thereof not exceeding the said sun as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee. Postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_\_\_ and to enforce or to forbear from endorsing and powers or rights or by reason of time being given to the said \_\_\_\_\_\_\_ which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right the of to recover sum Rs. ) from us in manner aforesaid (Rupees will not be affected or suspended by reason or the fact that any dispute or disputes have been raised by the said M/s and/or that any dispute

or disputes are pending before any officer, tribunal or court.

- 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution of changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
- 5. This guarantee shall be irrevocable and shall remain valid upto (This date should be 3 months from the date finally set out for closing of work).

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s\_\_\_\_\_\_ on whose behalf this guarantee is issued.

6. We have power to is be this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated\_\_\_\_\_\_\_granted to him by the Bank.

Yours faithfully,

Bank

Signature of a person duly authorised to sign on behalf of the Bank.