

प्रेषक,

श्री हृदय नारायण श्रीवास्तव,
उप सचिव,
उत्तर प्रदेश शासन।

सेवा में,

राज्य के समस्त सार्वजनिक उद्योगों/निगमों
अध्यक्ष/प्रबन्ध निदेशक।

सार्वजनिक उद्यम अनुभाग-1

लखनऊ : दिनांक : 2 जून, 1981

विषय :- बैंक गारंटी योजना के सम्बन्ध में शिकायतें।

महोदय,

उपर्युक्त विषय पर मुझे आपका ध्यान शासनादेश संख्या 4115/ब्यूरो/78-28/ , दिनांक 20 अक्टूबर, 1978 की ओर आकृष्ट करते हुए यह कहने का निदेश हुआ है कि न्याय विभाग ने यह परामर्श दिया है कि उक्त शासनादेश के साथ संलग्न प्रपत्र के स्थान पर, Security deposit के मामलों में, संलग्न प्रपत्र का प्रयोग सार्वजनिक उद्योगों/निगमों/उपक्रमों के हित में होगा।

2. उपरोक्त के अतिरिक्त जो अन्य गारंटीयां सार्वजनिक उद्योगों/निगमों/उपक्रमों के पक्ष में दी जाय उनके आलेखों का विधीक्षण शासनादेश संख्या 2209/ब्यूरो/1977, दिनांक 2 जून, 1977 (प्रति संलग्न) के प्राविधानों के अनुसार, शासन के विधि विभाग से कराना बांछनीय होगा।

संलग्नक :- 1

भवदीय,

[हृदय नारायण श्रीवास्तव]

उप सचिव।

THIS GUARANTEE made thisday of One thousand nine hundred and by(herein-after called 'the Bank' which expression shall, unless repugnant to the context include its successors & assigness) of the one part IN FAVOUR of thea Company with in the meaning of the Companies Act, 1956 (hereinafter called 'the Corporation' which expression shall unless repugnant to the context include its successors and assigness) of the other part ;

WHEREAS MESSERS.....(hereinafter call "the Suppliers") had entered into with the Corporation an agreement dated..... day offor.....(hereinafter called 'the said Contract')

AND WHEREAS IN accordance with clause..... of the said Contract the suppliers have to furnish security in the from of bank guarantee in the sum of Rs.....

AND WHEREAS the Bank has accordingly request of the suppliers agrred to furnish this guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of Rs.....(Rupees.....only.

2. The Bank shall pay to the Corporation an demand the sum under clause above without demur and without requiring the Corporation to invoke any legal remedy that may be available to it, it being understand and agreed FIRSTLY that the Corporation shall be the sole judge of and as to whether the supplies have committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of losses, damages, 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 the Bank, and SECONDLY that the right of the Corporation to recover from the Bank any amount under this Guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the suppliers with regard to their libility or the proceedings are pending before any Tribunal, Arbitrator(s) or court with regard there to or in connection there with, and THIRDLY that the Bank shall immediately pay the sum under clause to the corporation on demond and it shall no be open to the bank to know the reasons of or to investigats or to go into the merits of the demand or to question or to chalenge the demand or to know any facts affecting the demand, and LASTLY that it shall not be open to the BANK to require proof of the liability of the suppliers to pay the amount before paying the sum demanded under caluse above.

3. This guarantee is in addition to and not a substitution for any other guarantee executed by the Bank in favour of the Corporation on behalf of the suppliers.

4. The suppliers and the Corporation will at liberty to vary and modify the terms and conditions of the said contract without affecting this guarantee, notice of which modifications to the Bank hereby waived.

5. This guarantee shall not be affected by any change in the constitution of the Bank or of the suppliers nor shall the guarantee be affected by any change in the constitution of the Corporation or by amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.

6. The neglect or forbearance of the corporation in enforcing any payments of moneys, the payment whereof is intended to be hereby secured or the giving of time by the corporation for the payment thereof shall in no way, release the Bank from its liability under this deed.

7. This guarantee is irrevocable except with the written consent of the Corporation.

8. This guarantee shall come into force from the date hereof and shall remain valid till.....but if the period of the contract is, for any reason, extended and upon such extension if the suppliers fail to furnish fresh or renewed guarantee for the extended period, the Bank shall pay to the corporation the said sum of Rs..... or such lesser sum as the Corporation may demand.

9. Notwithstanding anything stated hereinbefore the liability of the Bank under this guarantee is restricted to Rs..... (Rupees.....) only. This guarantee shall remain in force upto Unless a demand or claim under this guarantee is presented to the Bank in writing within six months from the date of expiry all rights of the corporation under the guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder.

IN WITNESS WHERE OF

for and on behalf of Bank have signed this deed on the day and year above written witnesses

- 1.
- 2.

Signed by
for and on behalf of the Bank,