**FORMAT OF BANK GUARANTEE (B.G.)**

To,

The Textile Commissioner,

Ministry of Textiles, Government of India

Nishtha Bhavan, New C*.*G.O. Building,

Mumbai-400 020.

**Date of issue of BG** *: (BG Date*) ......

**Name of the Bank and Branch** .......................

**Bank Guarantee No**.: *(BG No.*).................

**Bank Guarantee Amount:R**s .......... :<*<Name and address of entity*>>

**RRTUFS Reference Number.**.....

**PAN Number of the entity.**......

**Bank Guarantee to release subsidy (IR an*d/*or CS) under RRTUFS as per Circular No. *5/1/*2*/*RRTUFS*/*Policy*/*2020/02 dated *2*2nd May, 2020 issued by the Textile Commissioner, Mumbai in reference to Ministry of Textiles OM No. 16015*/01/*2019-TUFS dated 13th April, 2020**

THIS DEED OF BANK GUARANTEE is executed by the ................. (Name of the Bank) a Banking Company within the meaning of the Companies Act, 1956 having its Registered Office at .........*....*.............. and one of its Branches at .................. in favour of the Textile Commissioner, Ministry of Textiles, Government of India, Mumbai.

WHEREAS based on Ministry of Textiles OM No.16015*/*01/2019 -TUFS dated 13th April, 2020, the Textile Commissioner has issued a Circular No. 5/1*/*2/RRTUFS/Policy*/*2020/02 dated 22nd May, 2020 which was also approved by the Ministry of Textiles, Government of India for releasing subsidy against Bank Guarantee (BG) under RR-TUFS.

WHEREAS the Unit M/s …………………, address ……………….. has / have requested us (name of the Bank furnishing the Bank Guarantee) to furnish Bank Guarantee with Rs...*.....*....(in words....) (which is equivalent to 70% of JIT recommended subsidy) to the Textile Commissioner, Mumbai .

WE, (name and address of the Bank furnishing the Bank Guarantee) do hereby unconditionally and irrevocably agree to pay to the Textile Commissioner on demand forthwith as and when such demand is made by an Officer authorized in that behalf without any demur or protest the amount due and payable under the above said BG namely Rs. (Rupees

\_\_Only) by way of Loss or damage caused or suffered or on any other count by the Textile Commissioner, by reason of non fulfilment or breach of any terms and conditions laid down in the Circular *5/1/2/***RRTUFS***/*Policy*/2*020/02 dated 22nd May, 2020 or otherwise by the said (name and address of the Unit).

WE, (name and address of the Bank furnishing the Bank Guarantee), unconditionally and unequivocally agree to pay the Textile Commissioner, any money so demanded not withstanding any dispute raised by the said (name and address of the Unit) before any Court / Tribunal or any other Authority.

WE, (name and address of the Bank furnishing the Bank Guarantee), further agree that the demand made by the Textile Commissioner shall be conclusive as regards the amount due and payable by us under present agreement as our absolute and unequivocal liability.

WE, (name and address of the Bank furnishing the Bank Guarantee), further agree that this Guarantee shall remain in full force upto one year from the date of issue and it shall continue to be in force for another period of 6 months by way of automatic renewal.

We, (name and address of the Bank furnishing the Bank Guarantee), further agree that the Textile Commissioner shall have the fullest liberty without our consent and without affecting in any manner our obligation under this Bank Guarantee to vary any of the terms and conditions laid down in the Circular ***5/1/*2*/*RRTUFS*/*Poli**cy*/2*020*/*02 dated 22nd May, 2020 or to forebear or enforce any of its terms and conditions and we shall not be relieved or our liability under this Bank Guarantee by reason of any such variation or extension of forbearance or indulgence or any act of commission on the part of the Textile Commissioner which under the law relating to sureties, but for its provision, have the effect of so relieving us (name and address of the Bank furnishing the Bank Guarantee).

WE, (name and address of the Bank furnishing the Bank Guarantee), declare that this shall be a continuing Bank Guarantee and shall not be discharged by any change in the constitution of the said (name and address of the Unit).

We further declare that we will not revoke this Bank Guarantee during its currency without prior written consent of the Textile Commissioner.

WE, (name and address of the Bank furnishing the Bank Guarantee), further declare that this Bank Guarantee will be valid up to from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ and we undertake to renew this Bank Guarantee on our own by another period of 6 months.

We undertake to renew this Bank Guarantee on our own till the matter is settled and fully discharged by the Textile Commissioner,

Notwithstanding anything contained herein above.

1. Our liability under the Bank Guarantee shall not exceed Rs. \_\_\_\_\_\_\_\_\_\_

(Rupees \_\_\_\_\_\_\_\_\_\_Only).

2. This Bank Guarantee shall be valid up to \_\_\_\_\_\_\_\_\_\_

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand.

**Signature with seal………………..**

**Name of the Officer………………..**

**Designation of the Officer……………….. Code No………………..**

**Name of the Bank and Branch………………..**