**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

***(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)***

**Ref:**

**Bank Guarantee No:**

**Date:** xx.xx.2022

**To,**

***The General Manager (DSM),***

***Corporate Office,***

***BESCOM***

***K R Circle, Bangalore-1***

The [***Insert name and address of the firm***] (hereinafter referred to as 'Vendor') has submitted the request for issuing of Bank Guarantee in response to the following Notification Nos.:

1. F. No. 318/6/2022- Grid Connected Rooftop dated 02.02.2022
2. F. No. 318/6/2022- GCRT dated 10.06.2022

issued from Ministry of New & Renewable Energy (MNRE), Government of India, New Delhi for Simplification of Procedure under MNRE Phase-II Rooftop Solar Program for installation of Solar Rooftop Plants for domestic Consumers in BESCOM jurisdiction. Considering such response of [***insert the name of the Vendor***] to the Notifications of MNRE, the [***insert name & address of Bank***] hereby agrees unequivocally, irrevocably and unconditionally to pay to ***The General Manager (DSM), Corporate Office, BESCOM*** at ***K R Circle, Bangalore-1*** forthwith on demand in writing from ***The General Manager (DSM), Corporate Office, BESCOM*** or any Officer authorized by it in this behalf, any amount upto and not exceeding **Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand only),** on behalf of M/s. [***Insert name of the Vendor***] .

This guarantee shall be valid and binding on this Bank up Five (05) Years from date of issuance of the BG and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand only).**

Our Guarantee shall remain in force until **[*Insert the Exact Date, completing on 5 Years counting from Date of signing of BG] and The General Manager (DSM), Corporate Office, BESCOM*** shall be entitled to invoke this Guarantee till **[*Insert the Exact Date, completing on 5 Years counting from Date of signing of BG]***.

The Guarantor Bank hereby agrees and acknowledges that the ***The General Manager (DSM), Corporate Office, BESCOM*** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ***The General Manager (DSM), Corporate Office, BESCOM***, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ***The General Manager (DSM), Corporate Office, BESCOM***.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [***Insert name of the Vendor***] and/or any other person. The Guarantor Bank shall not require ***The General Manager (DSM), Corporate Office, BESCOM*** to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ***The General Manager (DSM), Corporate Office, BESCOM*** in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at ***Bangalore*** shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ***The General Manager (DSM), Corporate Office, BESCOM*** shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Vendor, to make any claim against or any demand on the Vendor or to give any notice to the Vendor or to exercise, levy or enforce any distress, diligence or other process against the Vendor.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand only)** and it shall remain in force until **[*Insert the Exact Date, completing on 5 Years counting from Date of signing of BG]*** with an additional claim period of **thirty (30) days** thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if The General Manager (DSM), Corporate Office, BESCOM serves upon us a written claim or demand.

**Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For**

[**Insert Name of the Bank**]

**Banker's Stamp and Full Address.**

**Dated this** \_\_\_\_ **day of \_\_\_\_, 20\_\_**

(**Bank Contact Details & E Mail ID is to be provide)**

**Witness:**

|  |  |
| --- | --- |
| 1. …………………………………….  Signature  Name and Address | 2. …………………………………….  Signature  Name and Address |

\*\*\*\*\*