

DRAFT 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,

[Insert the name and complete Address of the State Implementing Agency]

In consideration of the [Insert name and address of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to Request for Proposal (RfP) inter alia for selection of the Project in response to the RFP No. [Insert the NIT No of Tender] dated [Insert the Date of issuance of RfP] issued by the [Insert the name of Implementing Agency] (hereinafter referred to as \_\_\_\_\_) and considering such response to the RFP (if applicable) of [insert the name of the Bidder] as per the terms and conditions of the RFP and amendments, the [insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to [Insert the name of Implementing Agency] at [Insert the complete Address of Implementing Agency] forthwith on demand in writing from [Insert the name of Implementing Agency] 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 Bidder].

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 [Insert the name of Implementing Agency] 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 [Insert the name of Implementing Agency] 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 [Insert the name of Implementing Agency], made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to [Insert the name of Implementing Agency].

The Guarantor Bank shall make payment hereunder on first demand without restriction or

conditions and notwithstanding any objection by [Insert name of the Empanelled Bidder] and/or any other person. The Guarantor Bank shall not require [Insert the name of Implementing Agency] to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against [Insert the name of Implementing Agency] in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at [Insert the name of City/State] 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 [Insert the name of Implementing Agency] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by [Insert the name of Implementing Agency] or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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 [Insert the name of Implementing Agency] 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
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**Note: The DISCOMs can modify this format as per their requirements.**

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