

DRAFT FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)
State Vendor Registration

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

Ref:

Bank Guarantee No:

Date: DD MM YYYY

To

**The VC & Managing Director,
Telangana Renewable Energy Development Corporation Ltd.,
D No: 6-2-910, 2nd Floor,
The Institution of Engineers (India) Building,
Visvesvaraya Bhavan, Khairatabad, Hyderabad - 500 004.**

In consideration of the [Insert name and address of the agency] (hereinafter referred to as agency) submitting the response to Office Memorandum issued by MNRE inter alia for registration of the Vendor for the Project in response to the Office Memorandum No. 318/11/2824-Grid Connected Rooftop - Part (5) dated 07.05.2024, MINRE OM No. 318/11/2024-Grid Connected Rooftop-Part (5) dated 29.05 2024 and its subsequent amendments issued by the MNRE and hereinafter referred and considering such response to the MNRE's Office Memorandum of [Insert the name of the agency] as per the terms and conditions of the Office Memorandum of MNRE and its subsequent amendments, the [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay immediately to TGREDCO, # D No: 6-2-910, 2nd Floor, The Institution of Engineers (India) Building, Visvesvaraya Bhavan, Khairatabad, Hyderabad - 500 004 forthwith on demand in writing from REC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs.2,50,000/- (Rs. Two lakh Fifty Thousand only) on behalf of M/s. [Insert name of the Agency].

This guarantee shall be valid and binding on this Bank up to Five (05) Years + ninety (90) days Claiming period 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) towards Rs.2.5 Lakhs per state under PMSGMBY scheme.

The Vendor has submitted this Bank Guarantee for registration in respect of operation in the state of Telangana.

*Our Guarantee shall remain in force until **[insert the Exact Date, completing on 5 years counting from Date of signing of BG]** and TGREDCO shall be entitled to invoke this Guarantee till [Insert the Exact Date, completing on 5 years 90 days counting from Date of signing of BG].*

The Guarantor Bank hereby agrees and acknowledges that the TGREDCO 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 TGREDCO, made in any format, raised at the Guarantor Bank, in order to make the said payment to TGREDCO.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Telangana 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 TGREDCO 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 TGREDCO or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This Bank Guarantees shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to State Bank of India, PBB Raj Bhavan Road Branch, Hyderabad, IFSC Code: SBIN0004159 and written confirmation to that effect is issued by Bank of Beneficiary

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.2,50,000/- (Rs. Two lakh Fifty Thousand only) towards Rs.2.5Lakhs per state 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 ninety (90) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if TGREDCO 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 for BG Confirmation)

Witness:

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<i>Signature:</i>	<i>Signature:</i>
<i>Name and Address:</i>	<i>Name and Address:</i>