**PERFORMANCE BANK GUARANTEE (PBG)**

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

***Ref.:***

 ***Date:***

***Bank Guarantee No.:***

***To,***

***The Managing Director,***

***Manipur State Power Distribution Company Limited (MSPDCL)***

***3rd Floor, Secured Office Building,***

***Near 2nd MR Gate, North AOC,***

***Imphal-795001, Manipur***

In consideration of the …………….. [Insert name of the Firm] submitting the response to Notice/Order for empanelment of Firm for the installation of Rooftop Solar system at residential sector as simplified procedure of MNRE Roof Top Phase-II scheme issued by *MNRE vide F. No. 318/6/2022-GCRT dated 17th May, 2023*, the ………………. [insert name & address of bank], as per the terms of the Notice/Order, hereby agrees unequivocally, irrevocably and unconditionally to pay to *MSPDCL* at 3rd Floor, Secured Office Building, Near 2nd MR Gate, North AOC, Imphal - 795001forthwith on demand in writing from *MSPDCL* or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees 2,50,000/- (Rupees Two lakh fifty thousand only) only, on behalf of M/s ……….. [Insert name of Firm applying for Empanelment].

This guarantee shall be valid and binding on this Bank up to and including……….. 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 INR 2,50,000/-.

Our Guarantee shall remain in force until…………….. . {date shall be valid for 5(five) years from the date of issue} *MSPDCL* shall be entitled to invoke this Guarantee till ………. [Insert date which is 90(ninety) days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that *MSPDCL* 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 *MSPDCL*, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to *MSPDCL*.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -------------[Insert name of Firm applying for Empanelment]. The Guarantor Bank shall not require *MSPDCL* to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against *MSPDCL* in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at **Imphal** 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 *MSPDCL* shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Firm applying for Empanelment , to make any claim against or any demand or to give any notice to the Firm applying for Empanelment or to enforce any security held by *MSPDCL* or to exercise, levy or enforce any distress, diligence or other process against the Firm applying for Empanelment.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR 2,50,000/- (INR Two lakhs fifty thousand only) and it shall remain in force until …………….. 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 *MSPDCL* serves upon us a written claim or demand. We undertake to extend the period of this guarantee and confirm to you in writing the extension of time on MSPDCL’s request, till such time as may be requested.

*As per the RBI Guideline, if required, correspondence for confirmation of this Bank Guarantee shall be made on following address: (Address & Official Email ID of the Supervising Branch/ Office of the BG issuing Branch with name & designation of the officer concerned).*

**Signature**

**Name**

**Power of Attorney No.**

For,

………………….. [Insert the bank name]

Banker's Stamp and Full Address.

Dated this day of , 2024

Witness:

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

**Notes:**

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee (PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure.

MSPDCL Bank Detail (only for PBG in the form of BG)

Account Holder Name:- Managing Director, MSPDCL

Name of Bank:- State Bank of India (SBI)

A/c No:- 33625132252

IFSC Code:- SBIN0007440

PAONA BAZAR, IMPHAL

**Annexure B**

**List of Banks**

|  |  |
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| **1. SCHEDULED COMMERCIAL BANKS** | **2. OTHER PUBLIC SECTOR BANKS** |
| **SBI AND ASSOCIATES** | 1. IDBI Bank Ltd. |
| 1. State Bank of India | **3. FOREIGN BANKS** |
| 2. State Bank of Bikaner & Jaipur | 1. Bank of America NA |
| 3. State Bank of Hyderabad | 2. Bank of Tokyo Mitsubishi UFJ Ltd. |
| 4. State Bank of Indore | 3. BNP Paribas |
| 5. State Bank of Mysore | 4. Calyon Bank |
| 6. State Bank of Patiala | 5. Citi Bank N.A. |
| 7. State Bank of Travancore | 6. Deutsche Bank A.G |
| **NATIONALISED BANKS** | 7. The Hong Kong and Shanghai BankingCorpn. Ltd. |
| 1. Allahabad Bank | 8. Standard Chartered Bank |
| 2. Andhra Bank | 9. Societe Generale |
| 3. Bank of India | 10. Barclays Bank |
| 4. Bank of Maharashtra | 11. Royal Bank of Scotland |
| 5. Canara Bank | 12. Bank of Nova Scotia |
| 6. Central Bank of India | 13. Development Bank of Singapore (DBS,Bank Ltd.) |
| 7. Corporation Bank | 14. Credit Agricole Corporate and InvestmentBank |
| 8. Dena Bank | **4. SCHEDULED PRIVATE BANKS** |
| 9. Indian Bank | 1. Federal Bank Ltd. |
| 10. Indian Overseas Bank | 2. ING Vysya Bank Ltd. |
| 11. Oriental Bank of Commerce | 3. Axis Bank Ltd. |
| 12. Punjab National Bank | 4. ICICI Bank Ltd. |
| 13. Punjab & Sind Bank | 5. HDFC Bank Ltd. |
| 14. Syndicate Bank | 6. Yes Bank Ltd. |
| 15. Union Bank of India | 7. Kotak Mahindra Bank |
| 16. United Bank of India | 8. IndusInd Bank Ltd |
| 17. UCO Bank | 9. Karur Vysya Bank |
| 18. Vijaya Bank | 19. Bank of Baroda |