

(To be on non-judicial stamp paper of Rs. \_\_\_\_\_)

PERFORMANCE BANK GUARANTEE FOR Simplified GCRT PH.2 NATIONAL PORTAL EMPANELMENT for  
Installation of Residential Solar RTS in the state of Maharashtra under MSEDCL.

In consideration of the MNRE GCRT Phase 2 empanelment acting through Maharashtra State Electricity Distribution Company Limited, Prakshgadh, Mumbai \_ having declared that \_\_\_\_\_  
\_\_\_\_\_ [Name and address] as "Interested Party" (hereinafter called  
"the IP ") to submit a PBG to seek empanelment under GCRT Ph 2 scheme of MNRE for design, installation,  
commissioning & 5 years comprehensive maintenance of Residential Solar Roof top systems in accordance  
with the terms and conditions set out in MNRE Office Memorandum dated 10/6/2022, document No.  
318/6/2022- GCRT& attached Annexure. Wherein it has been stipulated that the IP shall furnish to  
Maharashtra State Electricity Distribution Company Limited, Bank Guarantee from a Nationalised /  
Scheduled bank for the sum equal to Rs. 2,50,000/- (Rs. Two Lakh Fifty thousand only) as security for the  
installation, performance & 5 years service to a subsidised GCRT Ph 2 residential RTS installation in the state  
of Maharashtra under MSEDCL & as per the terms and conditions of the aforesaid Document. WHEREAS we  
\_\_\_\_\_ Bank, (indicate the name,  
address and other particulars of the Bank), a body corporate constituted under the Banking Companies  
(Acquisition & Transfer of Undertaking) Act, 1970 (hereinafter referred to as 'the Bank') having its Head  
Office at \_\_\_\_\_ and a branch office amongst other places at \_\_\_\_\_  
has agreed to irrevocably and unconditionally guarantee that the IP shall comply with all the terms and  
conditions of MNRE. NOW THEREFORE we, the Bank, hereby affirm that we are the Guarantor and  
responsible to you, on behalf of the IP up to a total of Rs. 2,50,000/- (Rs. Two lakh fifty thousand only)  
payable, and we undertake to pay you, upon your first written demand and without cavil, demur or  
argument, any sum or sums within the limits of aforesaid amount without your needing to prove or to show  
grounds or reasons for your demand for the sum specified therein. We, the Bank, do hereby agree that the  
decision of the MNRE / MSEDCL as to whether the IP has failed to or neglected to perform or discharge his  
duties and obligations as aforesaid as per the terms and conditions of the said Document and as to the  
amount payable to MSEDCL by the Bank hereunder, shall be final and binding on the Bank. Any dispute  
between MNRE / MSEDCL and the said IP \_\_\_\_\_  
shall not affect our obligation under this guarantee. We hereby waive the necessity of your demanding the  
said debt from the IP before presenting us with the demand and acknowledge that we are the primary  
obligee and not just the surety of the IP. We further agree that no change or addition to or other  
modification of the terms of the empanelment or of the works to be performed there under shall in any way  
release us from any liability under this guarantee, and we hereby waive notice of any such change, addition  
or modification, etc. We \_\_\_\_\_ Bank, do hereby declare and  
agree that:

- a. The Guarantee herein contained shall remain in full force and effect till the expiry of five year from the date of issue.
- b. MNRE / MSEDCL shall have the fullest liberty without our consent and without discharging in any manner our obligations hereunder to vary any of the terms and conditions of the said Empanelment / Works or to extend time of performance of any obligations by the said IP from time to time.
- c. Any claim which we have against the IP shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of MSEDCL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as our obligations hereunder remain owing and outstanding.

- d. This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the IP.
- e. The Bank will not revoke the guarantee during the currency except with the previous consent of the **MSEDCL**. The bank under its constitution power gives this guarantee and Sh. \_\_\_\_\_, who has signed on behalf of the bank, is duly authorized to execute this guarantee.
- f. This guarantee shall not be discharged or affected due to any change in the name, constitution or address of the bank or the IP.
- g. This guarantee shall be valid for a period of five years from the date of issue **and until 28 days after** the date of issue of the Defect Liability **Completion** Certificate by MNRE / MSEDCL.
- h. The Bank Guarantee is payable at \_\_\_\_\_ (Address of Mumbai branch)**

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

NAME OF BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

In the presence of: 1. \_\_\_\_\_ (Name and Occupation)

2. \_\_\_\_\_ (Name and Occupation)