

**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.)

**(To be issued from SFMS enabled Bank)**

**Ref:**

**Bank Guarantee No.:**

**Date:..../..../2024**

To,

**Himachal Pradesh State Electricity Board Limited**

(CIN: U40109HP2009SGC031255)

Vidyut Bhawan, HPSEBL,

Shimla-171004, H.P.

- 1). In consideration of the [.....name and address of the Applicant / Vendor.....] (hereinafter referred to as '**Vendor for Rooftop Solar installation**') submitting the response to the Office Memorandum issued by Ministry of New and Renewable Energy (MNRE), Govt. of India dated 2<sup>nd</sup> Feb 2022 & 10<sup>th</sup> June 2022 inter alia for installation of grid connected rooftop solar plant at residential building under Simplification of Procedure- Rooftop Solar Programme Ph-II through National portal, as per terms & conditions, specifications, standards specified issued from Ministry and subsequent guidelines issued by the **Himachal Pradesh State Electricity Board Limited** (hereinafter referred to as '**HPSEBL**' or '**Implementing Agency**') and considering such response of [.....name of the Applicant / Vendor.....] as per the terms and conditions of the Office Memorandum & amendment thereof, the [..... name & address of Bank.....] hereby agrees unequivocally, irrevocably and unconditionally to pay to Himachal Pradesh State Electricity Board Limited at Vidyut Bhawan, HPSEBL, Shimla-171004, H.P. forthwith on demand in writing from Himachal Pradesh State Electricity Board Limited 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. ....name of the Applicant / Vendor.....]
- 2). 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.
- 3). Our liability under this Guarantee is restricted to **Rs 2,50,000/- (Rs Two Lakh Fifty Thousand only)**.
- 4). Our Guarantee shall remain in force until [.....Insert the Exact Date, completing on 5 Years counting from Date of signing of BG.....] and Himachal Pradesh State Electricity Board Limited shall be entitled to invoke this Guarantee till [.....Insert the Exact Date, completing on 5 Years counting from Date of signing of BG.....].
- 5). The Guarantor Bank hereby agrees and acknowledges that the Himachal Pradesh State Electricity Board Limited shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.
- 6). The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Himachal Pradesh State Electricity Board Limited, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to Himachal Pradesh State Electricity Board Limited.
- 7). The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [M/s. ....name of the Applicant / Vendor.....] and/or any other

person. The Guarantor Bank shall not require Himachal Pradesh State Electricity Board Limited to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Himachal Pradesh State Electricity Board Limited in respect of any payment made hereunder.

- 8). This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at SHIMLA/HIMACHAL PRADESH 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.
- 9). 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.
- 10). This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Himachal Pradesh State Electricity Board Limited 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 enforce any security held by Himachal Pradesh State Electricity Board Limited or to exercise, levy or enforce any distress, diligence or other process against the Vendor.
- 11). 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 **Himachal Pradesh State Electricity Board Limited** 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:

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| ..... Signature<br>Name and Address | ..... Signature<br>Name and Address |
|-------------------------------------|-------------------------------------|

---

**Note: -Receiver details**

**Himachal Pradesh State Electricity Board Limited, F&A Wing, Shimla-4**

**Bank Name of HPSEBL & Address:** SBI Bank, Main Branch Shimla.

**A/c No-** 10835924644

**IFSC No-** SBIN0000718