

**FORM OF GUARANTEE BOND TOWARDS
PERFORMANCE GUARANTEE (SECURITY DEPOSIT)
(On ₹200 Stamp Paper)**

*(To be used by a Nationalized/Scheduled Bank)
(To be stamped in accordance with the Indian Stamp Act.)*

Ref:

Bank Guarantee No:

Date: xx.xx.2022

To,

**Superintending Engineer(El), Commercial
Corporate Office,
MESCOM, Kavoov Cross Road,
Bejai, Mangaluru – 575 004.**

The [*Insert name and address of the Vendor*] has submitted the Request for issuing of bank guarantee in response to the following Notification No.s:

1. F.No.318/6/2022-Grid Connected Rooftop dated 02.02.2022
2. F.No. 318/6/2022-CGRT dated 10.06.2022

issued from Ministry of New & Renewable Energy (MNRE), Government of India, New Delhi for Simplification of Procedure under MNRE Phase-II Rooftop Solar Program for installation of Solar Rooftop Plants for domestic Consumers upto 10KW in MESCOM Jurisdiction. Considering such response of [*Insert the name of the Vendor*] to the Notifications of MNRE, the [*insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to **Superintending Engineer (El), Commercial, Corporate Office, MESCOM at Kavoov Cross Road, Bejai, Mangaluru- 575004** forthwith on demand in writing from **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** 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 Vendor*].

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 **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** 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 **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** 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 **Superintending Engineer (El), Commercial, Corporate Office, MESCOM**, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to **Superintending Engineer (El), Commercial, Corporate Office, MESCOM**.

The Guarantor Bank shall make payment hereunder on first demand without restriction or Conditions and notwithstanding any objection by **[Insert name of the Vendor]** and/or any other person. The Guarantor Bank shall not require **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at **Mangalore** 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 **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** 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 exercise, levy or enforce any distress, diligence or other process against the Vendor.

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 **Superintending Engineer (El), Commercial, Corporate Office, MESCOM** 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
---------------------------------------	---------------------------------------

INSTRUCTIONS FOR FILLING THE PROFORMA

1. *The Bank guarantee should be executed by the Bank on non-judicial stamp paper purchased within 6 months prior to the date of execution and in the name of the Bank.*
2. *All blank spaces in the proforma should be filled in with appropriate information and the document should bear the authorized signature and seal of the Bank.*
3. *All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and bank seal.*
4. *The document should not bear the seal or signature of the Contractor/supplier on whose behalf the entire above bank guarantee is being used.*
5. *The document should bear the Bank Seal and Bank Guarantee No. and date on every page.*
6. *Full address of the contractor and the Bank shall be furnished at the appropriate place.*