

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.)

Ref:

Bank Guarantee No:

Date:xx.xx.2022

To,

**Administrative Officer, Office of the Managing Director,
Purvanchal Vidyut Vitran Nigam Ltd, DLW, Bhikharipur,
Varanasi.**

In consideration of the [*Insert name and address of the Vendor*] (hereinafter referred to as 'Vendor') submitting the response to Request for Proposal (RfP) inter alia for Registration/Empanelment of the vendors in response of press release published on 16.07.2022 as per MNRE, Government of India, Office Memorandum No. *F.No. 318/6/2022-GCRT* dated **10.06.2022** by the *Purvanchal Vidyut Vitran Nigam Ltd* (hereinafter referred to as *_DISCOM_*) and considering such response to the RFP of [*insert the name of the Vendor*] as per the terms and conditions of the RFP of MNRE, UPNEDA, UPERC, UPPCL and PUVVNL VARANASI, etc, and amendments, the [*insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to **Purvanchal Vidyut Vitran Nigam Ltd at Purvanchal Vidyut Vitran Nigam Ltd, DLW, Bhikharipur, Varanasi** forthwith on demand in writing from *PUVVNL VARANASI* 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 work.

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 PuVVNL VARANASI* 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 *PuVVNL VARANASI* 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 *PuVVNL VARANASI*, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to *PuVVNL VARANASI*.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Varanasi, Uttar Pradesh and high court of Judicature at Allahabad, Uttar 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.

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 ***PuVVNL VARANASI*** 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 ***PuVVNL VARANASI*** 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 **180 days** thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ***PuVVNL VARANASI*** 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 provided)

Witness:

1.

2.

Signature

Signature

Name and Address

Name and Address