

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper of value not less than Rs 500/- .)

Ref:

Bank Guarantee No:

Date:xx.xx.2024

To,

Chief Engineer/NCES,

TNGECL,

II Floor, NPKRR Maaligai,

144,Anna Salai,

Chennai-2.

In consideration of the [**Insert name and address of the Vendor**] (hereinafter referred to as 'Vendor') has approached Tamil Nadu Green Energy Corporation Limited (TNGECL) to register their firm as an empanelled vendor for installation of roof top PV plants in the State of Tami Nadu as per the MNRE Office Memorandum F.No.318/6/2022-GCRT dt 10.06.2022 , and based on the request of [**insert the name of the Vendor**] and as per the terms and conditions of the MNRE Notification dt 10.06.2022, the [**insert name & address of Bank**] hereby agrees unequivocally, irrevocably and unconditionally to pay to TNGECL at Chief Engineer/NCES **II Floor, NPKRR Maaligai,144,Anna Salai, TANGEDCO,Chennai-2**, forthwith on demand in writing from TNGECL 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 upto 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 TNGECL 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 TNGECL 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 TNGECL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to TNGECL.

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 TNGECL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against TNGECL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai, Tamil Nadu 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 TNGECL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by TNGECL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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 TNGECL 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. Signature Name and Address	2. Signature Name and Address
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Beneficiary Account Details

Name of the beneficiary		: Chief Financial Controller/ (TNGECL)
Address		: 144, Anna Salai, TNGECL , Chennai, Tamil Nadu. Pin code 600002
Bank particulars		
Bank Name		: Indian Overseas Bank
MICR code of the bank branch		: 6000200004
Bank Account No.		: 005802000003500
IFC code of beneficiary branch		: IOBA0000058
SWIFT CODE		: IOBAINBB

The Corporate identity Number of the company is U35105TN2024SGC167449

The permanent Account Number (PAN) of the company is AAKCT7634G

The Tax Deduction and Collection Account Number (TAN) of the Company is CHET23757G

Tamil Nadu Green Energy Corporation Limited is incorporated on this TENTH day of FEBRUARY TWO THOUSAND TWENTY FOUR under the Companies Act,2013 (18 of 2013) and that the company is company limited by shares.