

**PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE GUARANTEE**

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No
Date

TO

Dear Sirs,

In consideration of the Karnataka Solar Power Development Corporation Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's Letter of Award/Letter of intent (as applicable) No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a contract valued at.....for(Scope of Contract) and the Contractor having agreed to provide a performance guarantee for the faithful performance of the contract for Shifting, dismantling and re-arranging of DTC, 11 KV & LT lines and arranging power supply to IP sets passing through 2000 MW Pavagada Solar Park in Rayacherlu and Tirumani Villages on TTK basis contract equivalent to 10% being Ten (%) percent) of the said value of the contract to the Owner.

We (Name & Address)
having its Head Office at(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent ofas aforesaid at any time up to*..... (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone

from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/son whose behalf this guarantee has been given.

Dated thisday of20.....at

WITNESS:

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No
Date

NOTE:

* The date will be ninety (90) days after the end of warranty period as specified in the contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing bank.