

(to be executed on a non-judicial stamp paper of Rs. 100 – first page of contract. Second page onwards to be printed on dummy green pages)

Performance Bank Guarantee

Ref. No. :

Date :

Bank Guarantee No. :

To,

The Commissioner

Tribal Research and Training Institute,

28 Queen's Garden near old circuit house

Pune- 411 001

THIS INDENTURE made this ----- day of -----20---- BETWEEN (Name of bank) Indian Companies Acts and carrying on business in ----- (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part M/s. Commissioner, Tribal Research and Training Institute, inhabitants carrying on business at 28 Queens Garden, Near Old circuit House,Pune – 411001 under the style and name of (Name of Training Partner/PIA)hereinafter referred to as 'the contractors' of the second part (Name of owner/promoter of PIA)

THE Tribal Research and Training Institute Commissioner (hereinafter referred to as 'the Commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Commissioner) of the third part and THE TRIBAL RESEARCH AND TRAINING INSTITUTE (hereinafter referred to as 'the Department') of the fourth part WHEREAS the contractors indemnify and keep indemnified the Department against any loss or damage that may be caused to or suffered by the Department by reason of any breach by the contractors of any of the terms and conditions of the /Memorandum of Understanding(MoU)/ contract that is being entered into and/or in the performance thereof against (Reference No. of sanction letter) for Placement Linked Skill Development Training Programme /project sponsored by Tribal Development Dept. Govt. of Maharashtra through TRTI Pune as per the on-line proposal submission drive conducted by above mentioned department and notifications, press notes issued by TRTI Pune having Placement Linked Skill Development Training Programme sanctioned tender amount of Rs . 30,00,00,000/- (Thirty Crore (INR) Only) and the terms of such contract require that the contractors shall deposit with the Commissioner as BG of 03% of total sanctioned amount which is Rs---- In figures (In words) MoU to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and will be with the Commissioner to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank herein after contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the Project, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs in figures (In words) under the terms of the said tender and/or the contract. The B.G 03% of total sanctioned amount is valid for at least 12 months from the date of signing the

agreement or date of formal closure of the Placement Linked Skill Development Programme/
project granted to (Name of Training Partner)

We agree that the decision of the Department, whether any breach of any of the terms and
conditions of the contract and/or in the performance thereof has been committed by the
Training Partner and the amount of loss or damage that has been caused or suffered by the
Department shall be final and binding on us and the amount of the said loss or damage shall be
paid by us forthwith on demand and without demur to the First Party i.e TRIBAL RESEARCH
AND TRAINING INSTITUTE PUNE

“Notwithstanding anything what has been stated above, our liability under the above guarantee
is restricted to Rs----- In figure (In words) only and guarantee shall remain in force up to
formal closure of the project or at least 12 months from the date of signing the agreement the
demand or claim under this guarantee is made on us in writing, all your right under the above
guarantee shall be forfeited and we shall be released from all liabilities under the guarantee
thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) -----
Name and ----- the duly constituted Attorney Manager
Address -----

The Bank and the said Messer’s------(Name of the bank)

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) ----- for Messer’s -----
Name and ----- (Name of the contractor)
Address -----

Have here into set their respective hands the day and year first above written.