

BANK GUARANTEE BOND
(On 100/- Non Judicial Stamp Paper)

Bank Guarantee No. _____

Dated : _____

In consideration of the **Directorate of Technical Education Rajasthan, Jodhpur** (Name of Department) on (hereinafter called "the Department") having agreed to exempt _____ (Name of Society/Trust) (hereinafter called "the said Society/Trust") from the demand, under the terms and conditions of an Agreement (बन्धक पत्र) dated _____ made between

_____ (Name of Society/Trust) and the **Directorate of Technical Education Rajasthan, Jodhpur** (Name of Department) for _____ (hereinafter called "the Agreement), of security deposit for the due fulfillment by the said Society of the terms and conditions contained in the said Agreement, on production of a Bank guarantee for Rs. _____ (In Words Rs. _____) only,

1- We _____ (hereinafter referred to as "the Bank") at the request _____ of _____ Socie ty/Trust do hereby undertake to pay to the Department an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Department by reason of any breach by the said Society of any of the terms or conditions contained in the said Agreement (बन्धक पत्र)

2- We _____ (name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Department stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Department by reason of breach by the said Society of any of the terms or conditions contained in the said Agreement or by reason of the Society failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this

guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3- We undertake to pay to the Department any money so demanded notwithstanding any dispute or disputes raised by the Society in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and Society shall have no claim against us for making such payment.

4- We _____(name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharge or till _____(Expire date) Department of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried-out by the said Society, and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

5- We _____ (name of bank) further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Society from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Society and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Society or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Society or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6- This guarantee will not be discharged due to change in the constitution of the Bank or the Society.

7- "Notwithstanding anything contained herein;

i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (In Words Rs. _____) only; This Bank Guarantee shall be valid up to _____; and

ii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ " (date of expiry of guarantee)".

8- We, _____(name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Department in writing.

9- "The Bank" guarantee and keep guaranteed and undertake to pay the principal an amount not exceeding Rs. _____if the situation so arises as to _____ close the

_____ (Name of Centre ITC) run by Society in the middle of the session then the rights to continue the training shall remain with the **Director Training, Directorate of Technical Education Rajasthan, Jodhpur** (Name of Department) with all the expenses for the remainder of training shall be borne on the Bank guarantee so provided.

10- The confirmation of this bank guarantee is available with our controlling office. The beneficiary in his own interest should obtain such confirmation from the controlling office at the following Address :

Dated the _____ day of _____ 20

For _____(Name of the Bank with seal)

Manager

—:: बन्धक—पत्र ::—

(रु. 100/- के नॉन जूडीशियल स्टाम्प पेपर पर)

मै..... पुत्र/पुत्री श्री.....

निवासी.....

जिन्हे.....(समिति का नाम)

द्वारा.....(औद्योगिक प्रशिक्षण
संस्थान का नाम)

के लिये अध्यक्ष/सचिव के रूप में कार्य करने के लिये नियुक्त तथा अधिकृत किया गया है।

मैं शपथ पूर्वक वचन करता हूँ कि उक्त समिति की और से निम्न शर्तों की पालना हेतु बाध्य रहूँगा।

1. औ.प्र संस्थान में प्रवेशित विद्यार्थियों के प्रशिक्षण को सफलतापूर्वक संचालन करने व पूर्ण कराने का उत्तरदायित्व पूर्णतया संस्थान/संस्था का होगा।
2. यदि औ.प्र. संस्थान को सत्र के बीच में बन्द करने की स्थिति उत्पन्न होती है तो शेष अवधि के प्रशिक्षण का खर्चा संस्थान द्वारा प्रस्तुत बैंक गारण्टी से वहन किया जाकर प्रशिक्षण संचालित करने का अधिकार निदेशक प्रशिक्षण, प्राविधिक शिक्षा निदेशालय राजस्थान, जोधपुर के पास रहेगा।

दिनांक:

हस्ताक्षर मय सील
अध्यक्ष/सचिव
समिति/ट्रस्ट