

राष्ट्रीय आदिवासी छात्र शिक्षा समिति  
(जनजातीय कार्य मंत्रालय के अंतर्गत  
एक स्वायत्त संस्थान, भारत सरकार)  
भू-तल, गेट नंबर-3ए, जीवन तारा बिल्डिंग,  
संसद मार्ग, नई दिल्ली-110001  
दूर. 011-23340280



**National Education Society for Tribal Students**

(An Autonomous Organization under  
Ministry of Tribal Affairs, Govt. of India)  
Ground Floor, Gate No.3 A, Jeevan Tara Building,  
Parliament Street, New Delhi-110001  
Telephone No. 011-23340280  
वेबसाइट/Website: www.tribal.nic.in  
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File No. 18015/11/2019-EMRS(Pt.)

Dated: 16<sup>th</sup> Mar, 2021

Sub.: Establishment of EMRS - Proforma of **Bank Guarantee for Performance Security and Mobilization Advance** regarding.

With reference of above cited subject, I am directed to enclose format of Bank Guarantee for Performance Security (as per Clause 16.1 of the EOI) and Bank Guarantee for Mobilisation Advance as per terms and conditions of the EOI.

Encl.: As above.

  
(K.C. Meena)

**Additional Commissioner**

Copy to:

1. Nodal Officer of all Construction agencies of EMRS & EMDBS for information and necessary action please.

**Format for Performance Security (BANK GUARANTEE)**

This deed of Bank Guarantee made this day of .....between Bank of.....

(hereinafter called the "Bank") of the one part, and National Education Society for Tribal Students (NESTS) (hereinafter called "NESTS" ) of the other part.

WHEREAS National Education Society for Tribal Students (NESTS), has awarded the Contract for providing comprehensive consultancy for preparation of design, DPR & tender documents and execution of construction work for setting up of Eklavya Model Residential School (EMRS) and Eklavya Model Day Boarding School (EMDBS) at.....(name of the site) (The Project) to (hereinafter called the Consultant).

(Name of the Consultant)

AND WHEREAS the Consultant is bound by the said Contract to submit to NESTS, a Performance Security for a total amount of Rs.....(Rupees .....)

1. Now we the undersigned .....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of .....(Full name of Bank), hereby declare that the said Bank will guarantee NESTS the full amount of Rs. ....(Rupees .....) as stated above.
2. On or before, the Consultant has signed the aforementioned Contract with NESTS, the Bank is engaged to pay to NESTS, amount up to and inclusive of the aforementioned full amount upon written order from NESTS to indemnify NESTS for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by NESTS immediately on demand without delay, without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to NESTS any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period till six months beyond the successful completion of project or the extended period, thereof.
4. At any time during the period in which this guarantee is still valid, if NESTS agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by NESTS and at the cost of the Consultant.

KAY  
16/03

5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.
6. The neglect or forbearance of NESTS in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by NESTS for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions "NESTS", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.
8. As per guidelines issued by Ministry of Finance vide F No. 7/112/2011-BOA, Structured Financial Messaging System (SFMS) is mandatory for sending and receiving. Bank Guarantee instruments, thereby verifying authenticity of financial instrument.

NESTS IFSC Code for SFMS facility is ICIC0006627.

In witness whereof I/We of the bank have signed and sealed this bank guarantee on the --  
----- day of ----- (Month) 2021 being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named..... in  
the presence of :

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature.....

Name .....

Address .....

*[Handwritten Signature]*  
16/03

**BANK GUARANTEE**

BG No.	AMOUNT: Rs.
Date of issue:	Date of Expiry:

To,  
National Education Society for Tribal Students (NESTS)  
Ministry of Tribal Affairs, Govt. of India,  
Ground Floor, Gate No-3A, Jeevan Tara Building,  
Parliament Street, New Delhi-110001

1. In consideration of the NESTS (hereinafter called as the owner which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of contract/LOI/Letter of award No..... dtd..... made between M/s ..... a company under the companies Act, 1956 and having its registered officer at ..... (hereinafter called the said construction agency which expression shall unless the context requires otherwise include its successors and assigns) and the NESTS in connection with the works "C/o.....) hereinafter called the said contract to make at the request of the construction agency a lump sum mobilization advance of Rs..... (Rupees.....) for utilizing it for the purpose of the contract on his furnishing a bank guarantee acceptable to the NESTS.
2. We ..... having its registered office and head office at ..... and among other places a branch office at ..... (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the NESTS of the said advance thereon according to the terms and conditions of the contract. We, the said Bank, do hereby undertake to pay the amount due and payable by the said Bank under this Guarantee without any demur, merely on receipt of a written demand from the NESTS on or before BG expiry date i.e. .... stating that the amount claimed is due to the NESTS under the said agreement. Therefore, any such demand made on the said bank shall be conclusive as regard the amount due and payable by the said bank under this guarantee and the said bank agrees that the liability of the said bank under this guarantee to pay the NESTS the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the construction agency and notwithstanding any legal proceeding pending in any court or Tribunal or arbitrator(s) relating thereto. However, the liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....) only.
3. We, the said bank further agree that the NESTS shall be the sole judge of and as to whether the said Construction Agency has not utilized the said advance or any part thereof for the purposes of the contract and the extent of loss or damage caused to or suffered by the NESTS on account of the said advance, now being recovered in full and the decision of the NESTS that the said construction agency has not utilized the said advance or any part thereof for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by the NESTS shall be final and binding on us.

*[Handwritten Signature]*  
16/03

BG No.	AMOUNT: Rs.
Date of issue:	Date of Expiry:

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effective during the period that would be taken for the performance of the said contract or till the said advance has been fully recovered and any claim(s) under it satisfied or discharged and till the NESTS certify that the said advance has been fully recovered from the said Construction Agency, and accordingly discharges this Bank Guarantee or till BG claims expiry date i.e. .... whichever is earlier.
5. The NESTS shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or the advance or to extend time of performance by the said Construction Agency or to postpone or any time and from time to time any of the powers exercisable by it against the said construction agency and either to enforce or forbear from enforcing any of the terms and conditions governing the said agreement or the advance of securities available to the NESTS and the said bank shall not be released from its liability under these presents by any exercise by the NESTS of the liability with reference to the matters aforesaid or by reasons of time being given to the said construction agency or any other forbearance, act or omission on the part of the NESTS or any indulgence by the NESTS to the said construction agency of any matter or thing whatsoever which under the law relating to sureties would but for this provision of have the effect of so releasing the said bank from its such liability. However, any extension in BG tenor will be done on sole discretion of the NESTS.
6. It shall not be necessary for the NESTS to proceed against the Construction Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the NESTS may have obtained or may obtain from the Construction Agency at the time when proceedings are taken against the Bank for the amount outstanding or unrealized.
7. We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NESTS in writing and agree that any change in the Constitution of the said Construction Agency or the said Bank shall not discharge our liability hereunder.
8. BG should come into force on receipt of advance of Rs..... (Rupees ..... only).
9. The outstanding liability of the bank under this guarantee will reduce by such amounts as may be notified to the bank in your authorized writing and stated to be the reduction of this guarantee required to be made in accordance with the contract/work order by reasons of the repayments made by the applicant name.

Notwithstanding anything contained hereinabove:

- i. Our liability under this Bank Guarantee shall not exceed Rs ..... (Rupees..... only).
- ii. This agreement is valid upto .....

*Handwritten signature and date: 14/03*

BG No.	AMOUNT: Rs
Date of issue:	Date of Expiry:

iii. This bank Guarantee is issued with a claim period of six months on the top of the guarantee period i.e. ....2021.

iv. We are liable to pay the Guarantee amount only and only if we receive from you a written claim or demand not later than six months from the said expiry date as mentioned (ii) above. Unless a written claim under this Guarantee made on or before date of expiry of the claim period, all your rights under this Bank guarantee shall be extinguished and we shall be relieved and discharged from all liabilities there under, irrespective of the return of original Bank Guarantee.

10. As per guidelines issued by Ministry of Finance vide F No. 7/112/2011-BOA, Structured Financial Messaging System (SFMS) is mandatory for sending and receiving Bank Guarantee instruments, thereby verifying authenticity of financial instrument.

NESTS IFSC Code for SFMS facility is ICIC0006627.

The guarantee is to be returned to us within 15 days of its expiry and if the Guarantee is not mentioned within the above period after expiry it will considered as cancelled.

Any disputes arising with regards to this Bank Guarantee shall be subjected to the exclusive jurisdiction of Civil/High courts at Delhi/New Delhi.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of:

For confirmation of Bank Guarantees address of our Zonal Office is as follows:

*Handwritten signature and date:*  
 16/03