

Bank Guarantee for Payment

DEED OF GUARANTEE

In Constitution of the Governor of Rajasthan acting through the Divisional Forest OfficerForest DivisionRajasthan (hereinafter called the Governor which expression shall were the context so admits include his successors in office) having agreed to exempt Shri/Messers.....(hereinafter called the purchaser of context so admits include his heirs, executors administrators and representatives from full advance payment in cash of the value of the stock of Tendu leaves purchased, on production of a Bank Guarantee for the amount Or Rs. i.e, 45% or 100% of the total sale value under the terms and conditions of the Tender Notice issued by Conservator of Forests.....Circle, Rajasthan Vide Notification No. dated the terms and conditions of the purchaser's agreement dated during the period ending on

And whereas in consideration of the Governor of Rajasthan having at our request agreed to accept this (Name of Bank) Guarantee for the due fulfillment of terms and conditions of the agreement dated executed between the and Shri /Messersfor the purchase of Unit No. Valuing Rs.

1. We..... (hereinafter called the Bank which expression shall where the context so admits, include his successors and assignees) do hereby undertake to pay the Governor on demand an amount not exceeding Rs. Rupees representing the un-paid of Tendu leaves purchased by the purchaser to pay the un-paid price to the Governor on the due date i.e, 1st October, 199..... on payment of first installment by the purchaser, the bank guarantee shall remain in full force till the amount of second installment due on 1st Nov., 199..... is paid by the purchaser, In case of failure, the bank shall pay the due amount to the Governor as above. On payment of the second installment by the purchaser the Bank guarantee shall remain in full force till the amount of third installment due on 1st dec., 199..... is paid b the purchaser. In case of failure the bank shall pay the due amount to the Governor as above details of installment are mentioned in the said agreement datedbetween the (Purchaser) and the Governor.
2. We..... Bank do herby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Governor stating that the amount claimed is due by reason of non-Payment of the unpaid price of Tendu leaves purchased by the said purchaser. Any such demand made on the Bank shall be conclusive as regards the amounts due and payable by the Bank. Under this guarantee and it will not be lawful for the Bank, to question the justification of the demand, However our liability under this guarantee shall be restricted to an amount not rexceeding Rs..... (Rupees.....) only and it clearly understood that the guarantee shall remain in force till 31st March 199.....
3. We..... Bank, further agree that the guarantee herein before contained shall remain in full force and effect during its currency and it shall continue to be enforceable till the unpaid price of Tendu leave, has been duly paid for. Unless a demand or claim under this Guarantee is made on us in writing on or before 31st march..... We shall be discharged form all

liabilities under this Guarantee thereafter. Our liability under this Agreement shall commence from the date of execution of this deed of Guarantee.

- 4. We.....Bank further agree with the Governor that the Governor shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to any of the term and conditions of the said sale referred to in Para I or to extend time of performance by the said purchaser from time to time or to postpone for any time from time to time any of the power exercisable by the Governor against the said purchaser and for bear or enforce any of the terms and conditions relating to the said sale and we shall not be relieved form our liability by reasons of any such variation, or extension being guaranted to the said purchaser or for any for bearance, not or omission on the part of the Governor by any such matter or thing whatsoever which under the Law relating to sureties would but for this provisions have effect of so relieving us.
- 5. The Guarantee herein before contained shall not be effected by any change in the constitution of the bank.
- 6. The neglect or for bearance of the Governor of Rajasthan in enforcement of payment any moneys the payment where of is intended to be hereby secured or the given of time by him for the repayment here of shall in no way relieve the Bank of there liability under this deed.
- 7. We Banks lastly undertake not to revoke this guarantee during the currency except with the Previous consent of the Governor in writing.

Dated, this..... Day.....199.....

Place

For.....

(Name of Bank)

BANK GUARANTEE FOR SECURITY DEPOSIT

GUARANTEE NUMBER..... DATED THE

In Constitution of the Governor of Rajasthan, (here in after called the Government) having agreed to exempt Shri/M/s.....S/o resident of Post Tehsil DistrictStatehereinafter called the purchaser from the demand under the terms and conditions of on agreement made between the Divisional Forest Officer/Dy. Conservator of Forest..... District..... Rajasthan, Forest CircleRajasthan and Shri/M/s S/o resident of Post Tehsil DistrictState for the exploitation of unit No namedForest Range..... Forest Division (herein after called the said Agreement of security deposit for the fulfillment by the said contractor (the terms and condition contained in the said agreement, on production of Bank guarantee for Rs.(Rupees only).

Wedo hereby undertake to indemnify and keep indemnified the Government to the extent of Rs.(Rupees) against any loss damage caused to or suffered by the Government by a reason of any breach by the said contractor of any terms and conditions contained in the said agreement.

We..... further agree with 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 the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Divisional Forest Officer, Forest Division District.....Rajasthan Forests Circle, certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor ad accordingly discharges the Guarantee subject to however that the Government shall have no right under this Bond after the expiry of on year from the date of execution i.e, upto.....

We..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing standing anything mentioned here in before the liability of the Bank is restricted under this Guarantee to Rs.(Rupees only) and shall remain in force upto the March, 198..... Unless a suit or action to enforce a claim under the Guarantee is filed against Us/Me within six months from this date, all the rights under the Guarantee shall than be forfeited and the Bank shall be relived and discharged from all the liability/ liabilities there under.

Place

For.....

Dated.....the 198.....

(Name of Bank)