

Bank Guarantee For Payment

T.P.S. 35

DEED OF GUARANTEE

In consideration of the Governor of Rajasthan acting through the Divisional Forest Officer.....
.....Forest Division.....Rajasthan (hereinafter called the Governor
which expression shall where the context so admits include his successors in office) having agreed to exempt
Shri/Messers.....(hereinafter called the purchaser of
Unit NoOf..... Forest Division which expression shall where the
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 Of 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 fulfilment of terms and
conditions of the agreement dated.....executed between the
and Shri/Messers.....for 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 price 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 instalment by the purchaser, the bank guarantee shall remain in full force till the amount of second
instalment due on 1st Nov., 199is 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 instalment by the purchaser the
Bank guarantee shall remain in full force till the amount of third instalment due on 1st Dec., 199.....
is paid by the purchaser. In case of failure the bank shall pay the due amount to the Governor as above
details of instalment are mentioned in the said agreement dated.....between the (purchaser)
and the Governor.

2. WeBank do hereby 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 justi-
fication of the demand. However our liability under this guarantee shall be restricted to an amount not
exceeding Rs.(Rupees)only and it is clear-
ly 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 un-
paid 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 31 st MarchWe shall be discharged from 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 terms and conditions of the said sale referred to in para 1 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 from our liability by reasons of any such variation, or extension being guaranteed 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.....Bank 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 consideration of the Governor of Rajasthan, (here in after called the Government) having agreed to exempt Shri/M/s.....S/o.....resident of.....
 Post.....Tehsil.....District.....
 State.....hereinafter called the purchaser from the demand under the terms and conditions of an Agreement made between the Divisional Forest Officer/Dy. Conservator of Forests.....
 District.....Rajasthan, Forest Circle..... Rajasthan and
 Shri/M/s.....S/o.....resident of.....
 Tehsil.....Post.....District.....State..... for
 the exploitation of unit No.....named.....Forest
 Range.....Forest Division.....(here in after called
 the said Agreement of security deposit for the fulfilment by the said contractor or (the terms and condition contained in the said agreement on the production of a Bank Guarantee for Rs.....
only).

We.....do hereby undertake to indemnify and keep indemnified the Government to the extent of Rs.....(Rs.....)
 against any loss or 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 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 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 Forest Circle.....
 Certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the Guarantee subject to however that the Government shall have no right under this Bond after the expiry of one year from the date of execution i. e. upto.....
 March, 199.....

We.....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing, withstanding anything Mentioned here in before the liability of the Bank is restricted under this Guarantee to Rs.....
 (Rs.....only) and shall remain in force up to the.....
 March, 199.....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 then be forfeited and the Bank shall be relieved and discharged from all the liability/liabilities there under.

For.....
 (Name of Bank)

Place.....
 Date.....the 199