

(Note: - First page print out on Rs.100 bond paper and other page on normal paper)

**BANK GUARANTEE**

To  
The President of India  
Through The Commissioner of Customs,  
JNPT,  
NHAVA SHEVA.,

.  
Whereas one of the conditions of the said notification being furnishing of surety or security by the importer **M/S** \_\_\_\_\_, having their corporate office at \_\_\_\_\_ . For such sum as may be prescribed by The Dy. /Asstt. Commissioner of Customs binding himself to pay on demand an amount equal to the duty leviable on the imported material but for the exemption.

We, \_\_\_\_\_ hereinafter referred to as bank at the request of the Importer **M/S**. \_\_\_\_\_, do hereby unconditionally and irrevocably agree to pay the Government an amount not exceeding **Rs.** \_\_\_\_\_ ) against any loss or damage caused or suffered by the Government by reason of the failure on the part of the said Importer/Exporter of any of the terms and conditions contained in the said Licence no. \_\_\_\_\_ and Notification no. \_\_\_\_\_ including export obligation mentioned therein.

We \_\_\_\_\_ **to** pay the amount due and payable under this guarantee without any demur or protest merely on a demand from the Government stating the amount claimed is due by way of loss or damage cause or suffered by the Government by reason or breach by the Importer **M/S.** \_\_\_\_\_ **of** any of the terms or conditions of the said licence and notification. Any such demand made by the Bank shall be conclusive as regards the amount due to and payable by the Bank under these presents.

We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the importer **M/S.** \_\_\_\_\_ in any suit or proceeding pending before any court or Tribunal relating thereto and our liability under these presents being absolute and unequivocal.

That this guarantee shall remain in force for Ten years from the date of issue i.e. \_\_\_\_\_ and with validity till \_\_\_\_\_ the bank undertake to renew the bank Guarantee from time to time on its own till the matter for which this bond and bank guarantee are being furnished is finally decided and till the export obligation specified in the EPCG licence in Schedule above is discharged by the importer and all the conditions of the customs notification and fulfilled to the satisfaction of the Government.

We \_\_\_\_\_ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder (i) to vary any of the terms and conditions of the said licence and modify the said scheme from time to time or (ii) to extend the time for performance by the said Importer/Exporter from time to time or to postpone from any time or (iii) from time to time any of the powers exercisable by the Government against the said Importer / Exporter and to be forbear or enforce any of the the terms and conditions relating to the said licence and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Importer **M/S.** \_\_\_\_\_.. for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said licence or by any matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

Continued: 3

That this shall be continuing Bank Guarantee and shall not be discharged by any change in the constitution of the Importer/Exporter or of the Bank.

That the Guarantee will not revoke the Guarantee without prior written consent of the Government.

That if this guarantee is not renewed for any reason whatsoever. 30 (Thirty days) prior to the expiry of the guarantee the entire amount guaranteed shall become forthwith due and payable to the Government and the Bank of its own shall pay the amount to the Government without any demur.

Date this \_\_\_\_\_.