

REVISED MODEL FORM OF BANK GUARANTEE BOND

In consideration of the Governor of Goa (hereinafter called "The Government") having agreed to exempt _____(hereinafter called "the said Contractor(s)" /"consumer's" from the demand, under the term and conditions of an Agreement No..... dated.....made between and..... for..... the work..... (hereinafter called" the said Agreement") of security deposit for the due fulfillment by the said Contractor/Consumer(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.....(Rupees only), we------(Indicate the name of the Bank) (hereinafter referred to as "the Bank") at the request of Contractor/consumer (s) do hereby undertake to pay the Government an amount not exceeding Rs.-----On demand.

2. We------(Indicate the name of the Bank) do hereby undertake to pay..... (indicate the name of Bank) the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor/Consumer(s). 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 Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Consumer(s) 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 the Contractor/Consumer(s) shall have no claim against as for making such payment.

4. We..... (indicate the 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 Government under or by Virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor/Consumer(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of Bank) 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 to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor/Consumer(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor/Consumer(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Consumer(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor/Consumer(s) 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 the change in the constitution of the Bank or the Contractor/Consumer(s).

7. We -----lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to -----unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs------(Rupees----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated----- day
of----- for-----

----- (Indicate the name of Bank).