

## BANK GUARANTEE

1. Whereas the Andhra Pradesh State Civil Supplies Corporation Limited, (hereinafter called the Corporation) having entered into agreement on \_\_\_\_\_ with \_\_\_\_\_  
\_\_\_\_\_ (herein after called the Contractor for Transportation of Paddy commodity entrusted by Govt. from time to time for the year 2011-2012 for the District of \_\_\_\_\_ on the terms and conditions stipulated in the agreement and also as per the instruction issued from time to time by the Corporation and whereas the said Contractor under the terms and conditions of agreement is required to furnish bank guarantee for the due fulfillment by the said Contractor of the terms and conditions contained in the agreement and whereas the Corporation agreed to accept the bank guarantee from the said Contractor. I/We the \_\_\_\_\_ undertake to pay the Corporation an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by the Corporation or any amounts due to the Corporation from the Contractor by reason of any breach of the said Contractor of any terms and conditions contained in the said agreement or any act of omissions of the said Contractor.

2. I/We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur and without any reference to the said Contractor but merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Corporation by reason of any breach by the said Contractor of any of the terms and conditions contained in the said agreement or by reason of the said Contractors failure to perform the duties prescribed in the agreement. 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 \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

3. I/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 all dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till

4. I/We, \_\_\_\_\_ further agree with the Corporation that the Corporation 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 with the mutual consent of the parties to that agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Contractor 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 or for any act of forbearance or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor 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, subject, however, to 'clause No.6 herein below.

5. I/We, \_\_\_\_\_ undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

6. Notwithstanding any thing contained here above, our liability under this guarantee is restricted to Rs \_\_\_\_\_ Rupees \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_ unless any action to enforce a claim under this guarantee is taken against us within 3 months from that date \_\_\_\_\_ all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there Under

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of 2011.

NAME:

DESIGNATION:

BANK SEAL: