**BANK GUARANTEE**

**The President of India**

Through the Commissioner of Customs,

Jawahar Custom House, Nhava Sheva,

Dist. Raigad,

Navi Mumbai 400 707.

In Consideration of the President of India, acting through Commissioner of Customs, JNCH Mumbai-II, CBIC, or any other authority for the time being authorized to perform the duties of the Commissioner of Customs, JNCH Mumbai-II, CBIC, Ministry of Finance, Government of India New Delhi (hereinafter referred to as Government of India)

1. Bank Guarantee is submitted by **M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **(Full expanded name of the importer, IEC Code, E-mail ID, Phone No. of the applicant with complete address)** in compliance of DGFT Public Notice 53(RE2003)/2002-2007 Dt. 27/02/2004, as may be amended from time to time for value of **Rs. ………( Words ………..)** for compliance of the terms and condition specified in the said DGFT Notification No. 016/2015 Dated 01.04.2015 We **(Full data i.e. the name E-Mail ID, Phone No./Fax No. and full address )** and other particulars of the Bank) (hereinafter referred to as Bank) at the request of the importer do hereby unconditionally & irrecoverable undertake to pay the Government an amount not exceeding **Rs. ……… (Words ………..) against EPCG License No. XXXXX Dated XXXXXXXX**. Any loss or damage caused to or suffered by the Government by reason of any failure on the part of the said importer of any of the terms or conditions contained in the said chapter 5 of Foreign Trade Policy 2015-2020 issued by DGFT as may be amended from time to time.
2. **We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of Bank)** do hereby undertake to pay the amount due and payable under this guarantee without any demur or protest merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused or suffered by the Government by reason of breach by the Importer of any of the terms and conditions of the said DGFT Notification No. 016/2015 Dated 01.04.2015 or any other law in force, which may be amended from time to time. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by Bank the under these presents.
3. **We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of Bank Name & Address)** do hereby undertake to pay to the Government any under any money so demanded notwithstanding any dispute or dispute raised by the Importer in any suit or proceeding pending before any Court or Tribunal relating thereto and our liability under these presents being absolute and in unequivocal.
4. **We, (BANK NAME)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Public Notice and modify the same from time to time or (ii) from time to time any of the powers exercisable by the Government against the said Importer and to forbear or enforce any of the terms and conditions relating to the said Public Notice and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said Importer for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the importer or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us.

That this shall be a continuing Bank Guarantee shall not be discharges by any change in the constitution of the importer or of the Bank.

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

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed **Rs. ---------- (Rupees. ---------- ) Only**
2. Notwithstanding anything contrary contained in any law for the time to time being in force or banking practice. This guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.
3. **We, (BANK NAME)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereby undertake to renew Bank Guarantee on our own from time to time till the bond for which this bank guarantee is given in fully discharged by the Deputy Commissioner of Customs. Nhava Sheva, Navi Mumbai and Till the **M/s. \_\_\_\_ (Full expanded name of the importer, IEC Code, E-mail ID, Phone No. of the applicant with complete address)** fulfill all the export obligation to the Customs authorities and till all Guarantee for which this Bank Guarantee is being given is fully discharged by the Assistant/Deputy Commissioner of Customs, Nhava Sheva.