

ANNEX-A

Bank Name and address _____
Dated : _____
Guarantee No. _____
Amount PKR : _____ Rupees _____
Expiry date : _____

Bank Guarantee

FOOD DEPARTMENT PUNJAB.

Whereas M/s _____ having place of business at _____ (hereinafter referred to as "contractor") which expression shall include wherever the context so permits their successors in interest and assign has undertaken in pursuance of the Contract to Export of Wheat under the Agreement dated _____ followed by inland L.C. No. _____ dated _____ issued by the _____ Bank Ltd., _____ (if applicable)

And whereas, it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as a Security for compliance with his obligations in accordance with the Contract.

And whereas, at the request of the Contractor, we (Bank Name) have agreed to give the Contractor such a confirmed and unconditional Bank Guarantee in your favor.

Now Therefore, we (Bank Name) hereby affirm that we are Guarantors and are responsible to you., on behalf of the Contractor, up to a total of PKR _____ (Pakistani Rupees _____ only) and we undertake to pay you, upon your first written demand and without cavil or argument and notwithstanding any dispute between you and the Contractor any sum or sums within the limits of PKR _____ (Pakistani Rupees _____ only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with demand

We further agree that no change or addition to or other modifications of the terms and conditions of the Contractor the Services to be performed there under or of any of the Contract Documents, which may be made between you and the Contractor at any time or indulgence granted by you to the Contractor shall in any way release us from all liability under this Guarantee and we hereby waive of any such change, addition or modification etc.

Our liability under this guarantee shall not exceed amounting to Rs. _____ and valid up to the expiry date i.e. _____. Claim if any must be received to us on or behalf expiry date i.e. _____ failing which we shall absolve our liability under this guarantee.

This guarantee is construed in accordance with the law of Pakistan.

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This Guarantee shall remain valid till _____2015 and all claims under this Guarantee must be made before this Guarantee expiry date failing which we shall stand released from all liabilities hereunder notwithstanding the fact that the original instrument of this Guarantee is not returned to us.

Notwithstanding any thing contained herein above thus guarantee is valid until _____2015 , after which date the guarantee will become null and void irrespective of whether or not the Original Guarantee is returned to the Bank for cancellation. Any claim made under this guarantee must be in writing and delivered to the Bank's office at _____ on or before _____2015 up to 1.30 pm after which the bank will no longer be liable to make payment to you.

For completion of our records, we request you to return the Original Guarantee on its expiry or upon fulfillment of the terms of the guarantee which ever may first occur.

The guarantee, is subject to the uniform rules for demand guarantees 2010 revision, ICC Publication No.758. (URDG758)

This guarantee is construed in accordance with the law of Pakistan.