

On Stamp Paper of appropriate  
Value (not Less than Rs.100)

## BANK GUARANTEE

**The President of India,  
Acting through the Protector General of Emigrants  
Ministry of External Affairs, New Delhi**

In consideration of President of India here-in-after called the  
'Government having agreed to accept a Bank Guarantee as Security and at the  
request of:-

Shri.....Son of  
Shri.....carrying on business under the name and style of  
M/s.....as Proprietor thereof having its principal  
place of business at.....(full postal  
address....., (here-in-after called  
"The Recruiting Agent") which term or expression shall be deemed to include his  
heirs, executors, administrators and legal representatives.

OR

Shri.....and  
Shri.....Partners carrying on business in co-partnership under  
the name and style of M/s.....having its principal place of  
business at.....(full postal address).....  
(here-in-after called "The Recruiting Agent") which term or expression shall be  
deemed to include the partner or partners for the time being and their respective  
heirs, executors, administrators and legal representatives.

OR

M/s.....a company incorporated  
under the Companies Act., 1956 and having its registered office at  
.....(full postal address)..... (here-in-  
after called "The Recruiting Agent") which term or expression shall be deemed to  
include its successor-in-interest.

Having agreed to furnish a Bank Guarantee in i.e of security as mentioned  
in Section 11 of the Emigration Act, 1983 by way of a security for the due  
performance of the terms and conditions mentioned in the Certificate of Registration  
and in accordance with provisions of the Emigration Act, 1983 and Rules there under.

...2/-

We the.....Bank.....(full postal address of the Bank), .....guarantee and keep the Government and indemnified to the extent of Rs.....(Rupees.....

.....only) against any loss or damage that may be suffered by the Government by reason of any breach by the Recruiting Agent of any of the said terms and condition of the Certificate and further guarantee and undertake to pay to the Government such sum not exceeding Rs.....(Rupees.....only)

on demand and without denuer in the event of the Recruiting Agent failing or neglecting to observe and discharge the said terms and conditions and the decision of the Government as to whether the Recruiting Agent has failed and neglected to perform or comply with the said terms and conditions and as to the amount payable by the Bank shall be final and binding on the Bank notwithstanding any dispute or disputes raised by the recruiting agent against the Bank or the Government: or that any proceeding pending before any Court of Tribunal.

2. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the validity of the said Certificate and for three years thereafter, i.e., up to.....excluding claim period of six months or till the Government certifies that the terms and conditions referred to in the Certificate have been duly fulfilled and satisfied, whichever is earlier.

3. The Guarantee herein contained shall be unconditional, irrevocable and continuing and shall not be affected by any change in the constitution either of the Recruiting Agent or of the Bank.

4. The Bank further undertakes not to revoke this guarantee except with the consent of the Government.

5. The Government shall have the fullest liberty without affecting the guarantee to postpone for any length of time and from time to time any of the powers exercisable by it against the Recruiting Agent either to enforce or forbear from giving effect to any of the terms and conditions and the Bank shall not be released from its liability under this guarantee by any exercise by the Government of any liberty with reference to the matter aforesaid or by reason of time being given to the Recruiting Agent or any other forbearance act of omission on the part of the



Government or any indulgence by the Government to the Recruiting Agent or any matter or thing whatsoever which under the law relating to sureties shall but for these provisions have the effect of so releasing the Bank from it liability.

6. The details of Bank Account of Beneficiary (Ministry of External Affairs) are as under:

(i) Name of the Beneficiary's Bank	State Bank of India
(ii) Account No. of Beneficiary	11084278820 (Bank Code – 83-01-00)
(iii) Name and Branch Address	SBI Main Branch, Parliament Street, New Delhi-110 001
(iv) IFSC Code of Branch	SBI N0000691
(v) MICR Code	110002087
(vi) Branch Code	16-06-99

7. Notwithstanding anything herein contained our liability under this guarantee is restricted to Rs..... (Rupees .....only).

Date:

**Seal and Signature of Executors**

Place:

Signatures of Witnesses with name and address:

1.

2.