

Performa of Bank Guarantee

(Recognition of Private Laboratory)

BG NO._____

Date of Issue _____

Date of Expiry _____

Last Date for lodgement of claim _____

This Guarantee executed is on this the _____ day of _____ year _____ at _____ full description of Bank herein referred to as the guarantor "which expression shall unless it is repugnant to the subject or context thereof including successor and assigns.

In favour of Member Secretary Punjab Pollution Control Board, Nabha Road, Patiala referred to as Punjab Pollution Control Board which expression shall unless it is being repugnant to the subject or context otherwise and includes successor and assigns.

Whereas Punjab Pollution Control Board is recognizing /approving laboratories for the analysis of water and air samples in the State of Punjab.

And whereas lab M/s _____ has been duly approved /recognized by the Board vide recognition letter no. _____ dated _____ containing terms and conditions for the efficient working of the laboratory for quality analytical work.

In consideration of said recognition letter, M/s _____ do hereby undertake to pay the Punjab Pollution Control Board an amount not exceeding Rs. 2 Lacs (Rs. Two Lacs) for any violation or breach of any terms and conditions of the said recognition letter.

1. We, _____, having Registered office at _____ and one of our branch at _____ (here-in-after referred to as guarantor Bank) do, hereby, agree unequivocally to pay within 96 hours, on demand in writing from the Member Secretary, Pb. Pollution Control Board, Head Office, Patiala any amount upto and not exceeding 2 Lacs (Rupees Two Lacs only) to Board on

behalf of M/s _____. (Here-in-after called the lab owner/authorized representative which terms shall include its successor or assignee).

2. We, _____ do, hereby, undertake to pay the amounts due and payable under this guarantee without any demur or protest, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused or suffered by the Board by reason or breach by the lab owner /authorized of any of the terms or condition of the above said recognition letter dated _____ of the Board. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
3. We, undertake to pay to the Board any money so demanded no withstanding any dispute or dispute raised by the lab owner/authorized in any suit or proceeding pending before any court or tribunal relating thereto and our liability under these presents being absolute and unequivocal.
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 recognition letter and that it shall continue to be enforceable till all the obligation in the said recognition letter have been fully discharged to the satisfaction of the Board
5. We, _____ (indicate the name of bank), further agree with the Board that the Board 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 recognition letter (ii) to extend time of performance by the said lab owner /authorized from time to time or to postpone for any time or (iii) from time to time any of the power exercisable by the Board against the said lab owner/authorized representative .
6. That this shall be a continuing bank Guarantee and shall not be discharged by any change in constitution of the lab owner/authorized representative or of the Bank.
7. That the guarantor will not revoke this bank guarantee during its currency without prior written consent of the Board.

8. Notwithstanding anything contained herein above, our liability under this bank guarantee will be restricted to sum not exceeding Rs. 2 Lacs (Rupees Two Lacs only) and this guarantee will remain in force and effect till _____ (including claim period if any) & unless a suit or action to enforce claim under this guarantee is filed against us in writing upto _____, all our rights under this guarantee will be forfeited and we shall be relieved and discharge from all liabilities there under.

Seal & Signature of Authorized Representative of the Bank & Date