

**MUMBAI PORT AUTHORITY
TRAFFIC DEPARTMENT**

SPECIMEN BANK GUARANTEE FORM

To,

The Board of Mumbai Port Authority,
Mumbai Port Authority, Port House,
Ballard Estate, Mumbai 400001,
Maharashtra.

[The bank, as requested by Port users viz. CHB, Importer/ Exporter/ Vessel Agent, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Mumbai Port Authority constituted under the provisions of THE MAJOR PORT AUHORITIES ACT 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board, its successors and assigns) having agreed to exempt (Name of the CHB, Importer/ Exporter/ Vessel Agent (hereinafter called the CHB, Importer/ Exporter/ Vessel Agent) from the demand under the terms and conditions of the Circular, vide Traffic Manager letter No. TM/D/4-3/08 of 2023-2024 dated 4.05.2023 and policy for erection of temporary shed by Port Users, attached to it issued to the CHB, Importer/ Exporter/ Vessel Agent for erection and usage of temporary Sheds in Port (hereinafter called " the said circular ") .

we, the (Name of the Bank and Address)
_____ (hereinafter referred to as "the Bank")
at the request of the CHB, Importer/ Exporter/ Vessel Agent do hereby undertake to pay to the Board an amount not exceeding Rs. 5,00,000/- (Rupees Five Lakhs) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the CHB, Importer/ Exporter/ Vessel Agent of any of the terms and conditions of the said circular.

(pto)

2. We, _____ do hereby (Name of Bank)
(Name of Branch)

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the CHB, Importer/ Exporter/ Vessel Agent of any of the terms and conditions of the said circular No. TM/D/4-3/08 of 2023-2024 dated 04.05.2023 with attached policy. 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 any amount not exceeding Rs.5,00,000/- (Rupees Five Lakhs only).

3. We, _____ undertake to pay to the Board any
(Name of Bank and Branch)

money so demanded notwithstanding any dispute or disputes raised by the CHB, Importer/ Exporter/ Vessel Agent in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the CHB, Importer/ Exporter/ Vessel Agent shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said circular and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said circular have been fully paid and its claims satisfied or discharged or till the Traffic Department of the Port Authority certifies that the terms and conditions of the said circular have been fully and properly carried out by the said CHB, Importer/ Exporter/ Vessel Agent and accordingly discharge this guarantee PROVIDED HOWEVER that the Bank shall be at the request of the Board but at the cost of the CHB, Importer/ Exporter/ Vessel Agent, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that the
(Name of Bank and Branch)

Board 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 circular or to extend the time of performance by the said circular or to extend the time of performance by the said CHB, Importer/ Exporter/ Vessel Agent from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said CHB, Importer/ Exporter/ Vessel Agent and to forebear or enforce any of the terms and conditions relating to the said circular and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the CHB, Importer/ Exporter/ Vessel Agent or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the CHB, Importer/ Exporter/ Vessel Agent 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or CHB, Importer/ Exporter/ Vessel Agent .

7. It is also hereby agreed that the Courts in **Mumbai** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing

9. *Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. 5,00,000/- (Rupees Five Lakhs only);

b) this Bank Guarantee shall be valid up to _____ ; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before----- (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature