

FORM B-16
GENERAL SURETY/SECURITY

General Bond with surety(ies)/security for obtaining provisional assessment of goods to excise duty under Rule 9B, for removal from time to time for export to a foreign country of excisable goods without payment of duty, for due accounting and disposal of excisable goods obtained without payment of the whole or part of the duty for use in special industrial purposes.

(Rules 9B, 13,14 and 192)

I/Weof..... hereinafter called "the obligor(s)" and
of.....hereinafter
called "the surety(ies)"/ am/are held and firmly bound to the President of India (hereinafter called the "President") in the sum of.....rupees to be paid to the President for which payment will and truly to be made/ I/We jointly and severally bind myself/ourselves and my/our respective heirs, executors/ administrators, legal representatives/successors and assigns by these presents :

I/We.....of.....hereinafter called "obligor(s)"/am/are held and firmly bound to the President of India (hereinafter called "the President" in the sum of.....rupees to be paid to the President of India for which payment will and truly to be made, I/We jointly and severally bind myself/ourselves and my/our respective heirs/ executors/ administrators/ legal representatives/successors and assigns by these presents;
Dated this.....day of.....

B-1 WHEREAS the above bounden obligor has been permitted to remove from time to time the excisable goods from his warehouse/licensed factory atfor export to foreign countries without payment of duty;

B-8 WHEREAS the above bounden obligor having been permitted by the Commissioner of Central Excise at hereinafter called "the Commissioner") to purchase from time to time such quantities of as may be required, not exceeding per year for use in his factory at for the manufacture of the commodity(ies), and in the manner, specified in his application No. dated without payment of the whole or part of the duty;

B-10 and B-13 WHEREAS final assessment of excise duty of (hereinafter called the "goods") manufactured/cured/warehoused by the above bounded obligor from time to time could not be made for want of full information as regards value/description/quality or of proof thereof or for the non-completion of the chemical or other tests in respect thereof or otherwise and whereas the obligor desires that the Government should make provisional assessment as per provisions contained in Rule 9B of the Central Excise Rules/1944;

For Security Bond only AND WHEREAS the Commissioner has required the obligor to deposit as security for the amount of this bond/ the sum of rupees in cash (the securities as hereinafter mentioned of a total value of rupees endorsed in favour of the President and accepted on his behalf by the Commissioner Deputy Commissioner, Assistant Commissioner , Superintendent of Central Excise/ namely) and whereas the obligor has furnished such guarantee by depositing with the Commissioner the cash/securities as aforementioned;

The condition of this bond is that if the obligor and his representative shall observe all the provisions of the Central Excise Rules/1944/ and all such amendments thereto/ as may be issued from time to time to be observed in respect of -

B-10 and B-13 (i) provisional assessment of goods to excise duty under Rule 9B;

B-1 (ii) export of excisable goods to a foreign country;

B-8 (iii) use of excisable goods for special industrial purposes without payment of the whole or part of the duty;

B-1, B-8, B-10 and B-13 AND if the relevant and specific goods are duly exported to destination within such time as the Commissioner directs; and/or all the dues whether excise or other lawful charges, which shall be demandable on the goods obtained by the obligor without payment of the whole or part of the duty and transported from the place of procurement to the premises of the obligor(s) for use in the special industrial purpose as shown by the records of the proper officer be duly paid into the treasury to the account of the Commissioner within ten days of the demand thereof being made by such officer; and/or if full information as regards value/description/quality or of the proof thereof in respect of goods which were assessed on provisional basis under Rule 9B are furnished within such period as may be fixed by the proper officer and if all dues, whether excise duty or other lawful charges, which shall be demandable in respect of such goods on the basis of value, description or quality as ascertained after final assessment by the proper officer be duly paid into the treasury to the account of the Commissioner within ten days of the date of demand thereof being made in writing by such officer;

THIS OBLIGATION SHALL BE VOID OTHERWISE and on breach or failure in the performance of any part of this condition the same shall be in full force and virtue:

For Surety Bond only Provided always that the liability of the Surety hereunder shall not be impaired or discharged by reason of any time being granted or any forbearance, act or omission of the Government (whether with or without the knowledge or the consent of the surety) in respect of or in relation to the obligation and condition to be performed or discharged by the obligor(s) nor shall it be necessary to sue the obligor(s) before suing the surety for amounts hereunder;

Security Bond only AND the President shall, at his option, be competent to make good all the loss and damages from the amount of the security deposit or by endorsing his rights under the above-written bond or both; I/We further declare that this bond is given under the orders of the Central Government in the performance of an act in which the public are interested;

In these presents the words imposing singular only shall also include the plural and vice versa where the context so requires;

IN WITNESS THEREOF these presents have been signed the day hereinbefore written by the obligor(s) and surety(ies).

Place :
Date :
Signature of Obligor

Witnesses (1) Address (1) Occupation (1)
(2) Address (2) Occupation (2)

Signature of Surety

Witnesses (1) Address (1) Occupation (1)
(2) Address (2) Occupation (2)

Signature and date
Name _____
Designation

ACCEPTED for and on behalf of the President of India

Signature and date
Name _____
Designation