

Ref: _____

Date _____

Bank Guarantee No. _____

To

{Procurement Entity}

1. IN consideration of the Chairman, Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Jalmarg Bhavan, A-13, Sector 1, Noida Uttar Pradesh 201301, _____ < indicate name and address of purchaser > (hereinafter called "the IWAI") having agreed; to exempt _____ (hereinafter called "Agency") from the demand, under the terms and conditions of an Agreement, dated _____ made between _____ and _____ for _____ (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said Agency of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ < indicate name of the Bank > (hereinafter referred to as "the Bank") at the request of _____ or Agency or , do hereby undertake to pay to the Inland Waterways Authority of India an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Agency of any of the terms or conditions contained in the said contract
2. We _____ < indicate name of the Bank > do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Chairman, Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Jalmarg Bhavan, A-13, Sector 1, Noida Uttar Pradesh 201301 stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Inland Waterways Authority of India by reason of breach by the said Agency of any of the terms or conditions contained in the said Contract or by reason of the Agency failure to perform the said Contract. 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 an amount not exceeding Rs. _____
3. We undertake to pay to the Chairman, Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Jalmarg Bhavan, A-13, Sector 1, Noida Uttar Pradesh 201301 any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.
5. We, _____ <indicate name of the 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 Contract and that it shall continue to be enforceable till all the dues of the Contract under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or filed _____ Office or Department _____ certifies that the terms and conditions of the said contract, have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
6. We, _____ <indicate name of the Bank> further agree with the Inland Waterways Authority of India that it 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 Contract or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Inland Waterways Authority of India against the said Inland Waterways Authority of India and to for bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency or for any forbearance, act or commission on the part of the Inland Waterways Authority of India or any indulgence by the Inland Waterways Authority of India to the said Agency 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the agency.
8. We, _____ <indicate name of the Bank> lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Inland Waterways Authority of India in writing.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees
- II. <<Amount in words>> only)
- III. This Bank Guarantee shall be valid up to <<insert date>>)
- IV. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Name _____

(Bank's common seal)