

**TENDER GUARANTEE IN THE FORM OF BANK GUARANTEE**  
**Reference to Clause 2.14**

(To be stamped in accordance with stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we \_\_\_\_\_  
\_\_\_\_\_ (Name of Bank) of India, having our registered office  
at \_\_\_\_\_ (hereinafter called "the Bank")  
are bound unto the Chief Executive Officer of Meghalaya Water Resources  
Development Agency (MWRDA), Cleve Colony, Shillong, Meghalaya, India  
(hereinafter called " the Employer") a sum of Rs. \_\_\_\_\_ for which  
payment will and truly to be made to the said employer the Bank binds himself,  
his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidders)  
(hereinafter called " the Bidder") has submitted his tender dated \_\_\_\_\_  
for Monitoring & Evaluation of projects implemented under Accelerated  
Irrigation Benefit Programme (AIBP) , National Rural Development Water Policy  
(NRDWP).

WHEREAS the Bidder is required to furnish a Bank Guarantee for a sum of  
Rs. \_\_\_\_\_ (Amount in figures  
and words) as Tender Guarantee against the Bidder's offer as said.

AND whereas \_\_\_\_\_ (Name if the  
Bank) have, at the request of the Bidder, agreed to give his guarantee as  
hereinafter contained

We, further agree as follows :-

- (i) That the Employer may without affecting this guaranteed grant time or other indulgence to negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- (ii) That the guarantee hereinbefore contained shall not be affected by any change in constitution of our Bank or in the Constitution of the Bidder.
- (iii) That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (iv) That this guarantee commences from the date hereof and shall remain in force till :-
  - (a) the bidder in case his tender is accepted by the employer, executed a formal agreement after furnishing the Performance Guarantee on an Indian Bank acceptable to the Employer.

(b) Thirty days after the date of validity or the extended date of validity of the Tender, as the case may be which ever is earlier.

(c) That the expression “the Bidder” and “ the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns

THE CONDITIONS OF THIS OBLIGATION are :-

- (i) If the Bidder withdraws his tender during the period of Tender validity specified in the Form of Tender or
- (ii) If the bidder provides false information in his bid
- (iii) If the bidder having been notified of the acceptance of his Tender by the Employer during the period of tender validity
  - (a) fails or refuses to furnish the Performance Guarantee or
  - (b) fails or refuses to enter into a contract within the time limit

We undertake to pay the Employer upto the above amount upon receipt of his first written demand, without Employer having to substantiate his demand provided that in his demand the Employer would note that the amount claimed by him is due to him owing to the occurrence of any or more of the conditions (i), (ii) (iii) mentioned above, specifying the occurred conditions.

**Signature of  
Authorised Official  
Designation  
Stamp/ Seal of the Bank**

**Note :-**

1. Stamp paper of appropriate value shall be purchased in the name of the Bank, which issues the ‘Bank Guarantee’
2. The Bank Guarantee shall be from Shillong Branch of a Scheduled Commercial Bank shall be confirmed by Shillong Branch of a scheduled bank based in India.

**PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE**

**Ref Clause 2.15**

**(To be stamped in accordance with the Stamp Act of India)**

To,

The Chief Executive Officer  
Meghalaya Water Resources Development Agency  
Cleve Colony  
Shillong – 793001  
Meghalaya, India

WHERE AS \_\_\_\_\_ (Name and Address of consultant) hereinafter called “the consultant” ) has undertaken in pursuance of Contract No. \_\_\_\_\_ dtd. \_\_\_\_\_ to execute the Monitoring & Evaluation of projects implemented under Accelerated Irrigation Benefit Programme (AIBP) , National Rural Development Water Policy (NRDWP).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified herein as security for compliance with his obligations in accordance with the contract in lieu of cash deposits held by you for such compliance of obligation/ performance Guarantee.

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant upto a total of \_\_\_\_\_ (Amount in words) such sum being payable in Indian Rupees, and we hereby unconditionally, irrevocably and without demur undertake immediately pay you, upon your first written demand or without cavil or argument any sum or sums within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change of addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change , addition or modification.

This guarantee shall be valid for 24 months beyond the date of commissioning of the Project. The tendency of any dispute or arbitration or other proceeding shall not affect this guarantee in any manner.

**SIGNATURE AND SEAL OF THE GUARANTOR**

**NAME OF BANK**

**ADDRESS**

**NAME OF OFFICIAL AND HIS DESIGNATION**

**DATE :-**

**Note :-**

1. Stamp paper of appropriate value shall be purchased in the name of the Bank, which issues the 'Bank Guarantee'
2. The "Bank Guarantee" shall be from Shillong Branch of a Scheduled Commercial Bank in India acceptable to the Client