

GOVT OF INDIA
MINISTRY OF INFORMATION & BROADCASTING
CENTRAL BUREAU OF COMMUNICATION
Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi-110003

F. N- AV/3/2010 (Vol. II)

Dated: 06/06/2023

Subject: Digital Delivery of TV Commercials to C&S TV Channels and Digital Cinema Agencies-Reg.

CBC proposes to empanel agencies for digital delivery of TV commercials to C&S TV Channels and Digital Cinema Agencies.

Interested agencies are hereby invited to submit the Technical and Financial Bids in separate sealed envelopes. The said proposal should be addressed to **Joint Director (AV)** and must be submitted in person in the tender box kept in Room no.270 (PA to **Joint Director (AV)**, 2nd Floor, **Central Bureau of Communication (erstwhile BOC)**, **Soochna Bhawan, C.G.O. Complex, Lodhi Road, New Delhi-110003** on or before 5:00 PM on 4th July 2023. The bids submitted after the due date and time will not be considered.

The financial proposals of ONLY "Technically Qualified" agencies shall be opened in presence of their representatives.

Amit Kumar
06/06/2023

Joint Director (AV)
Tel: 011-24369371

Section I: Data Sheet

S. No	Particular	Description
1.	Nature of work	Digital Delivery of TV commercials to C&S TV channels and Digital Cinema Agencies in their desired formats.
2.	Proposals invited by	Joint Director (AV) , Central Bureau of Communication, Ministry of Information & Broadcasting, Government of India
3.	Publishing Date	07-06-2023
4.	Pre-Bid Meeting	13-06-2023, 3:00 PM
5.	Bid Submission End Date	04-07-2023, before 5:00 PM
6.	Technical Bid Opening Date	05-07-2023, 3:00 PM
7.	Opening of Financial Bid	10-07-2023
8.	Websites for downloading RFP Document Corrigendum, Addendums etc.	https://www.davp.nic.in/
9.	Cost of RFP document	NIL
10.	Submission of technical and financial proposals	<p>(a) The proposals must be submitted under the two-bid system.</p> <p>(b) Financial and Technical proposals must be submitted together but in separate envelopes properly sealed and labeled.</p> <p>(c) The bidder must put these two sealed envelopes in a bigger envelop duly sealed.</p> <p>(d) The proposals must be submitted in tender box kept at the address mentioned below: (For details on submission of proposals, refer to section IV-A of the tender document)</p>
11.	Earnest Money Deposit (EMD)	<p>(a) Earnest Money Deposit (EMD) of Rs. One Lakh must be deposited in the form of a demand draft in favour of "Accounts Officer, CBC, New Delhi"</p> <p>(b) EMD will be subject to forfeiture if a bidder withdraws his/her bid after submission. Bid not accompanied by EMD shall be rejected.</p>
12.	Validity of Proposal	One Year (Empanelment may be further extended by another year subject to satisfactory performance of the digital delivery agencies after the approval of competent authority in CBC, M/o I&B, Govt. of India)
13.	Performance Guarantee Value	Same as the EMD amount
14.	Performance Guarantee validity period	60 days beyond date of completion of all contractual obligations.
15.	Method of Empanelment	L1 rate empanelment for technically qualified bidders
16.	Postal address for sending the Bids	Room No. 270, Second Floor, Soochna Bhawan, CGO Complex, New Delhi-110003

17.	Contact Details	Amit Kumar, Joint Director Central Bureau of Communication Soochna Bhawan, New Delhi Ph. No. -011-24369371 email id: -coav.davp1@gmail.com
18.	Number of agencies to be empanelled	5 (five), However, Pr. DG: CBC's decision with regards to number of agencies to be empanelled will be final.

Notes:

1. Central Bureau of Communication reserves the right to change any schedule of bidding process.
2. The mode of submission of bid is offline. Physical Submission is required before the due dates.
3. Any future corrigendum/Information shall be posted only on the website <https://www.davp.nic.in/>

Section II : Technical Brief

1. The Audio Visual wing of CBC handles audio visual campaigns of various client Ministries. The TV commercials are received from client Ministries and have to be dispatched to the C&S TV channels and Digital Cinema agencies for telecasting/screening within stipulated time in their desired formats.
2. CBC has already been doing distribution of TV commercials in digital mode through empanelled agencies. However as the term of present empanelment is approaching an end, CBC is considering fresh empanelment of agencies for digital delivery of TV commercials to TV channels and Digital Cinema agencies.
3. These spots/ creatives are usually available with CBC in links and can be of different durations (i.e. 30 sec, 40 sec, 60 sec, etc.), in different languages and on various topics/subjects/themes.
4. Campaigns are time-bound but at times creatives are received at the last minute and have to be delivered to the TV channels/Digital Cinema agencies immediately within a very short time. Therefore, the bidders must be ready to provide service 24X7 throughout the agreement period if the situation so demands.
5. The task of digital delivery is an important and time bound task as it pertains to campaigns of social importance and public interest. Hence, CBC requires a panel of digital delivery agencies to ensure digital delivery of creatives at any given point of time without delay.

Section III: Terms of Reference

1. The main tasks of the agency are as follows:

(a) Transfer links of the spots to channels from CBC (in the default format and of duration as provided by client ministry) immediately after the intimation received from CBC:

(Since the campaigns are mostly time bound and betas are received from the client Ministries at the last minute, the capacity to collect the tapes and start the process of digital delivery, is critical to the success of the campaign.)

(b) Digital delivery of spots of different duration / languages/ topics / themes to the TV channels / digital cinema agencies:

The spots can be of different duration such as 30 sec, 40 sec, 60 sec and so on, which should be promptly converted in desired formats for TV channels / Digital Cinema Agencies to be able to use them instantly. Also, the spots may be available on different topics as well as in multiple languages. Therefore, the agency must have the capacity to upload and distribute the spots digitally in the shortest possible time for use by TV channels/ Digital cinema agencies across the country.

(c) Capability to convert the spots received from CBC in desired digital formats for TV channels/ digital cinema agencies:

The agency should be capable of converting the received creatives from CBC in desired digital formats for TV channels/ digital cinema agencies without delay. Agencies / agency refusing or expressing their inability to convert in a particular format desired by channel/ Digital cinema agency would invite proceeding for removal from the Empanelment list. **The spots uploaded after conversion to the digital format should be of high telecast quality. It may be the case that different digital formats may be**

desired by different channels/ digital cinemas and it will be the responsibility of the agency to provide the creatives in desired formats to any given channel/digital cinema agency. The agency may also have to make necessary technical corrections before uploading the digital file. No separate payment shall be made for this. (No editing in visuals / content is permissible)

(d) Capability to upload the final digital version to the concerned TV channels/ digital cinema agencies within 8 hours of the receipt of the creatives from CBC:

No payment shall be made if the spot is not delivered within 8 hours of the receipt of the creatives from CBC.

(e) **Monitoring and Reporting**

The agencies will be required to submit a time-bound report to CBC as follows:

- **Submission of "Creative Delivery Report" to CBC immediately after the delivery is complete:**

The agency should provide the "Creative Delivery Report" (the report that would certify that the spots have been delivered by the agency) immediately to CBC after the completion of job of digital delivery.

(f) **The capacity to maintain digital library of spots delivered:**

The agency must keep the converted creatives in digital format in an E-Library with them for a period of 12 months from the date of first delivery of the creatives to channels / digital cinema agencies. CBC will have 24X7 (throughout the agreement period) access to this e-library maintained by the agency without any additional cost / charges, for which the agencies must provide master Log-in ID and password to CBC for accessing the digitally stored creatives with them. If required the agency should provide free of cost copy/ link of the creatives/ spots of the past campaign distributed through them to channels/ digital cinema agencies.

2. The agency must fulfill following requirements:

- (a) Connectivity to maximum number of channels/digital cinema agencies for delivery of content digitally. The digital delivery agency should be able to scale up its capacity to meet the demand of potential expansion in number of TV channels / digital cinema agencies empanelled with CBC from time to time.
- (b) Capacity to convert the spots from one digital format to another digital format maintaining highest telecast quality standards.
- (c) Ability to recover lost content stored in digital library maintained by the agency without additional cost.
- (d) Submission of 'Creative Delivery Report' as mentioned in clause 1(e) of Section III.

Section IV: Eligibility Criteria

1. Eligibility Criteria

The agency/firm/company-

- (a) Must be in the business of digital delivery for a minimum period of one year and must be able to provide the services as mentioned in section-III above.

- (b) Must have the list of leading advertisers as well as TV channels and Digital Cinema Agencies that use its services.
- (c) Must be an Indian entity owning the related genuine software or must be an Indian agency/firm/company having tie-up with an international agency/firm/company or must be a wholly owned Indian subsidiary of an international agency/firm/company registered in India that own such a software/platform.

Section IV-A : Selection Procedure

CBC will evaluate the technical proposal submitted by the respondents through a detailed scrutiny. During evaluation of proposals, CBC may, at its discretion, ask the respondents for clarification w.r.t. any point submitted in their proposals. The process for selection is as given below:

1. Technical evaluation based on technical bid: The parameters to be used for technical evaluation and the corresponding weightage are as follows:

Sl. No.	Parameters	Weightage
a	Reach of the agency to maximum no of TV channels and Digital Cinema agencies and the agency's existing tie-ups with channels/channel groups/digital cinema agencies. Proposal must include the details and must be supported by necessary documents.	35%
b	Ability to convert and upload the spots in a high telecast quality digital format and across different formats	20%
c	Capacity to maintain digital library of spots / creatives converted and delivered to channels / cinema agencies. This must be supported by necessary documents as well as any related reference.	15%
d	Monitoring and processing of the delivery of spots/ creatives and submission of delivery reports to CBC. A format for submission of desired reports must accompany your bid.	10%
e	Number of years of experience in the business of digitally transmission of spots to TV channels and digital cinema agencies (cumulative).	10%
f	Number of advertisers using your services and details of formats being provided by you	10%

The technical bid will be evaluated by a committee constituted for the purpose.

2. Technical bids:

The following documents must be submitted along with their bids:

- a. Respondent should explain the methodology / process proposed to be used for the execution of the job.
- b. The respondent must explain in the proposal the capability with respect to the points (a) to (f) mentioned in the clause 1 of Section IV (A) above.
- c. **(All documents in support of the capability in terms of parameters specified in (a) to (f) under clause 1 of Section (A) above, must be submitted with the bid document, signed and authenticated by the authorized signatory for verification.)**
- d. **The documents mentioned in clause 14 under section V (terms and conditions) must be submitted with the bid documents signed and authenticated by the competent authority.**

- e. **The EMD (Earnest Money Deposit) mentioned in clause 15 under section V (terms and conditions) must be submitted in the envelope containing the technical bid. Bids without EMD will be summarily rejected.**
- f. The index (at the beginning of the bid document) must clearly state the supporting documents submitted by the agency. It must include:
- Name of the supporting documents
 - Page no. at which it is placed

3. Financial Bid:

- (a) Financial bid of only "Technically Qualified" bidders shall be opened.
- (b) **The bidders should quote their rates (inclusive of 15 percent agency commission which will be deducted from the approved rates) for spots of different durations, as specified in the 'Proforma for Financial Bid', on their official letter head signed by the authorized signatory. The quoted rate should be exclusive of applicable taxes which will be paid by CBC at the applicable rates from time to time.**

4. Submission of proposals by respondents:

- (a) Technical and Financial proposals must be submitted together but in separate envelopes each properly sealed and labeled. The envelopes for Technical and Financial Bids must be separately superscribed "Technical Bid for Digital Delivery" and "Financial Bid for Digital Delivery". The bidder should put these two sealed envelopes in a bigger envelopes duly sealed and labeled "**Bid for Digital Delivery**".
- (b) 1. The envelopes must be submitted in the name and address as mentioned in section-1.
2. The envelopes must indicate the name and address of the agency and should be properly sealed and labeled. In case the envelopes are not sealed and labeled, CBC shall assume no responsibility for the misplacement or premature opening of the proposals.

5. Award of Contract:

(a) **Technical evaluation:** The technical proposals of agencies will be evaluated by the committee constituted for the purpose based on criteria mentioned in clause 1 of Section IV-A. The number of agencies which are found to be technically qualified will be intimated along with the scores given to them.

(b) Financial bids of only those agencies will be opened which have been found to be technically qualified. The following criteria will be used to determine L-1:

The lowest rate in each of the three categories of spot durations taken together, as mentioned in Section VI (i.e the proforma for financial bid), would be considered as L-1. For example, if the lowest rates quoted by agency (A) is Rs. X in category-1, by agency (B) Rs.Y in category-2 and by agency (C) Rs.Z in category-3, then the L-1 would be Rs. X, Rs.Y and Rs.Z in category-1, category-2 and category-3 respectively.

Then L-1 set of rates (as mentioned above) would be offered to 5 (five) technically qualified agencies. The agency (or agencies) that quotes L-1 in any category will be offered L-1 rates in the other two categories also. In other words, no agency would be offered a rate for a single category. This way a minimum of 1 (e.g. when one agency quotes the L-1 rate in all three categories) and maximum of 3 agencies (when three different agencies quote L-1 rate across three categories) will be offered the L-1 set of rates as explained above. The remaining 2 or 3 or 4 agencies, as the case may be, would be chosen on the basis of technical scores / ranking they

- secure during technical evaluation. Once an agency accepts the rates offered by CBC to them, CBC will notify the successful respondents in writing.
- (c) In case one or more agencies do not accept the L-1 rates for all categories, other agencies in the group of bidders (equal to the shortfall from the number of agencies to be empanelled) would be offered the L-1 rates on the basis of technical raking as mentioned in the point (b). An agency has to accept the L-1 rates offered to them by CBC in all the three categories.
- (d) Partial acceptance in one or two categories will disqualify the agency from the selection/empanelment process.
- (e) The empanelment of agencies shall be valid for one year from the date of issue of letter of empanelment. The empanelment may be renewed for a further period of one year or less subject to satisfactory performance and approval of the competent authority. In this regard, decision of Pr. DG, CBC shall be final and binding.
- (f) **The campaigns shall be allocated to the empanelled agencies on a roster system i.e. an agency which has been given a job order for one campaign will get another job order only after the other empanelled agencies have also been issued job orders or if the agency which has been offered the job, refuses to accept the job.**
- (g) CBC reserves the right to utilize the services of any of the agencies empanelled with it for this specific job. The empanelment does not guarantee any business from CBC.
- (h) If the selected agency fails to deliver the spot within 8 hours to the channel/ digital cinema agencies, CBC may de-empanel it and choose a replacement as mentioned in clauses (b) and (c) above.

Section V: Terms and Conditions

1. The bidder shall bear all costs associated with the preparation and submission of its bid and CBC will, in no way, be held responsible or liable for these costs, regardless of the selection or rejection of the bidder due to any reason whatsoever. It is also clarified that no bidding relationship shall exist between any of the respondents and CBC until execution of a contractual agreement.
2. *The bidder is expected to examine all instructions, statements, forms, terms and specifications in the bidding documents. Failure to furnish the necessary documents/ information may lead to rejection of bid.*
3. No consideration shall be given to a bid received after the date and time stipulated by CBC. However, CBC reserves the right to extend the time for submission of the bids at its own discretion.
4. To assist in Technical evaluation, CBC reserves the right to call for any clarification from any/all bidder/agency during the course of evaluation of the bids. The agencies may be asked to submit their clarification in writing or the agencies may be called for a presentation to the technical committee constituted by CBC for the purpose.
5. Overwriting/correction in the financial bid are not permitted and any such overwriting in the financial bid shall lead to its rejection.
6. **Participation in this bid shall imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid documents.**
7. At any future point of time if it is found that the bidder has made a statement which is factually incorrect or misleading or if the bidder does not fulfill any of the contractual obligations, CBC may

- debar the bidder from bidding prospectively for a period to be decided by CBC and take any other action as deemed necessary.
8. **The agency applying for empanelment shall submit an undertaking in the form of a self certificate that the information submitted by them is correct and they shall abide by the decision of CBC in respect of empanelment. In case the information submitted by the agency is found to be false and / or incorrect in any manner, the agency shall be suspended and / or debarred from empanelment.**
 9. Notwithstanding any of the provision mentioned above for empanelment of agencies and their terms and conditions, in case of any disagreement etc. decision of CBC will be final and binding.
 10. **Conditional bids will be summarily rejected.**
 11. **Once a bidder is offered rates as mentioned in clauses 5(b), 5(c) & 5(d) in Section IV-A, the bidder has to accept rates across all categories. Partial acceptance of rates in one or two categories will not be accepted.**
 12. CBC reserves the right to cancel the entire empanelment process at any stage without assigning any reason thereof.
 13. **A copy of this tender document duly signed and stamped on every page shall be submitted with the bid documents as a mark of acceptance of terms and conditions mentioned therein.**
 14. *An empanelled agency will undertake in writing that CBC approved rates accepted by them are their lowest rates and exclusive to CBC and cannot be offered to any other agency. CBC reserves the right to review empanelment rates if this condition is violated.*

15. Earnest Money Deposit:

Earnest Money Deposit (EMD) of **One Lakh Rupees** must be deposited in the form of a Demand Draft drawn in favour of "**Accounts Officer, CBC, New Delhi**". EMD will be subject to forfeiture if a bidder withdraws his bid after submission. Bid not accompanied by EMD shall be rejected as non-responsive.

16. Preparation of Proposal

The respondent shall comply with the following related information during preparation of the proposal:

- (a) The financial bid shall conform to the prescribed format as mentioned in Section VI. No interlineations, erasures or over writings shall be allowed.
- (b) The technical proposal shall be typed or written in indelible ink (in required) and shall be signed by the respondent or duly authorized person(s). The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.
- (c) The proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of proposal shall be taken as valid.
- (d) Respondents are not permitted to modify, substitute or withdraw proposals after the expiry of the deadline for submission.

17. Supporting documents to be submitted --

- (a) The agency must be incorporated in India. A duly certified Certificate of Incorporation (COI) must be submitted by the bidder along with the bidding documents.
- (b) The agency must be in the business of digital delivery for a minimum period of one year and the necessary documentary evidence to support the same must be submitted by the bidder along with the bidding documents.
- (c) The agency must submit valid GST Registration Certificate mentioning the GST no. The bidder must also submit details like name of contact person and other contact details including full permanent head office address, branch office addresses, email addresses of the contact persons concerned with the job.
- (d) The agency must submit audited financial statement / balance sheet for last FY's 2022-23.
- (e) The agency must submit all the supporting documents as mentioned in clause (2) of Section IV-A.

18. Payment Terms-

- (a) The agency MUST submit a consolidated bill to CBC within 15 days of the completion of the digital delivery job, which was performed as per the CBC's job order for a particular campaign.
- (b) *The agency shall charge CBC as per the accepted rates per spot / delivery. In case more than one channel belongs to a single group of company and the delivery to these channels is single, it shall be treated as a single delivery.***
- (c) CBC will deduct an agency commission of 15% from approved rates at the time of payment.
- (d) CBC shall pay applicable taxes to the agency as charged in the bill.

19. Penalty Clause-

- (a) No payment shall be made by the CBC to the agency if the spot is not delivered within 8 hours of the collection of tapes from CBC.
- (b) Failing to execute the job order assigned by CBC on two occasions within a period of six months for any reasons whatsoever will result in suspension from the panel of CBC for a period as decided by Pr. DG: CBC.
- (c) Decision of Pr. DG: CBC in this regard will be final and binding on all the empanelled agencies.

20. Disqualifications--

CBC on behalf of the Government of India may at its sole discretion and at any time during the evaluation of the proposals, disqualify any respondent, if the respondent has:

- (a) Submitted the proposal documents after the response deadlines.
- (b) Made misleading or false representation in the forms, statements and attachments submitted as proof of the eligibility requirements.
- (c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in last one year.
- (d) Submitted the proposals that is not accompanied by required documentation or is non-responsive.
- (e) Failed to provide clarifications related thereof, when sought.

- (f) Submitted more than one proposal.
- (g) Been declared ineligible by the Govt. of India for corrupt and fraudulent practices or has been blacklisted.
- (h) Submitted a proposal with price adjustments/variation provision.
- (i) Canvassed for selection by meeting government officials.

21. Decision of the Pr. DG: CBC in all matters with regard to this tender will be final and binding on all the bidders participating in this bid.

Section VI: Pro-forma for Financial Bid

Name of the items	Category Price Bid (per spot basis per delivery)* (Exclusive of applicable taxes)
Collection and conversion of spots into desired digital format and the digital delivery of the spot to the TV channels / Digital Cinema Agencies. Cost may be worked out per spot/destination (i.e. channel group)	Up to 30 sec. spot:..... 31 to 60 sec. spot:..... 61 to 90 sec. spot:..... Rates for spots of duration more than 90 sec. shall be considered on pro-rata basis of approved rate for 90 sec spot.

* Price bid (per spot basis per delivery) will be inclusive of 15% agency commission which will be deducted from approved rates at the time of payment to digital delivery agency. Price bid should be exclusive of applicable taxes.

(Signature of Authorized signatory with office stamp)

Name:

Designation:

Contact No/Email ID.

Format of Arbitration Clause – Indigenous Private bidders

- (j) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Delhi International Arbitration Centre for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of

(hereinafter called the "Bid") against the customer's request for proposal No.....

KNOW ALL MEN by these presents that WE..... of.....having our registered office at..... are bound unto.....(hereinafter called the "Customer") in the sum of.....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....23.

The conditions of obligation are:

- If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch)

Performance Bank Guarantee Format

From:

Bank _____

To

The President of India through Central Bureau of Communication, Ministry of Information & Broadcasting Government of India New Delhi.

Dear Sir,

Whereas you have entered into a contract No. Date.....(hereinafter referred to as the said Contract with M/s....., hereinafter referred to as the "Contractor/Supplier" for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the..... Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees.....only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....
