

BY SPEED POST/COURIER

PRASAR BHARATI
(Broadcasting Corporation of India)
Directorate General: Doordarshan
Doordarshan Bhavan, Copernicus Marg,
New Delhi-110001

F. No. 8(1)2009-10 EI(P)TV

Dated 20.07.2009

To,

Subject: Expression of Interest (EOI) for Archives.

Sir,

The following enclosed Proforma of Bank Guarantee for Bid Bond is here by authorized.

This is however without any commitment whatsoever at this stage.



(A. S. Dhiman)
(Assistant Engineer)
For Director General
Tele/ Fax 23387620

E-mail:- ddpurchase401@yahoo.co.in

PROFORMA OF BANK GUARANTEE FOR BID BOND

Bank Guarantee No. _____

Ref :

To

The President Of India

Prasar Bharati (BCI),

Dg: Doordarshan,

Doordarshan Bhawan,

New Delhi-110001

Dear Sirs,

Whereas the Prasar Bharati (BCI), DG: Doordarshan, Doordarshan Bhawan, New Delhi-110001, having its head office at address of the organisation, New Delhi, India 110001 (hereinafter called the organisation) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India floated a Tender No. _____ and M/s

_____ having Registered/head office at _____ (Hereinafter called the "Tenderer" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. _____ and tenderer having agree to

furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank _____ guarantee _____ of _____ Rs./US

Dollar _____ (Rupees/US

Dollar _____ Only) for the due

performance of tenderer/s obligations as contained in the terms of the Notice inviting

Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied

by the Organisation specially the conditions that (a) tenderer shall keep his tender open for

a period of day, i.e., from _____ to _____ or any extension thereof,

and shall not withdraw or modify it in a manner not acceptable to the Organisation(b) the

tenderer will execute the contract, if awarded, and shall furnish performance guarantee in

the format prescribed by the Organisation within the required time. The tenderer has

absolutely and unconditionally accepted these conditions. The Organisation and the

tenderer have agreed that NIT/tender document is an offer made on the condition that the

tender, if submitted would be kept open in its original form without variation or modification

in a manner not acceptable to the Organisation for a period of _____ days, i.e., from

_____ to _____ or any, extension thereof and that making of the tender itself shall

be regarded as an unconditional and absolute acceptance of the conditions, contained in

NIT and the tender documents. They have further agreed that the contract consisting of

Tpk

Reading
 श्री वाडिवरज
 S. Vadivaranjan
 श्री निदेशक (आ. उ.)

NIT/Tender documents as the OFFER and submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by the Organisation. The consideration for this separate initial contract preceding the main contract is that the Organisation is not agreeable to sell the NIT/tender documents to the tenderer and to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the tenderer desires to make a tender on this condition after entering into this separate initial contract with the Organisation promises to consider the tender on this condition and tenderer agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we _____ registered (indicate the name of Bank) under the laws of _____ having head/registered office at _____ (hereinafter) referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees or in such convertible currency as acceptable to the Organisation and all money to the extent of Rs/US Dollars _____ (Rupees/US Dollar _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the tenderer and any such demand made by the Organisation on the bank shall be conclusive and binding notwithstanding any difference between organisation and the tenderer or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the this Organisation in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the tenderer and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the Organisation at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the tenderer.

4. The bank further agree that as between the bank and the Organisation, purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organisation shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organisation or that of the tenderer. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the Organisation that the Organisation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the

[Handwritten signature]

[Handwritten signature]

validity period or for any forbearance, act of omission and commission on the part of the Organisation or any indulgence shown by the Organisation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs./US Dollar (Rupees/US Dollars _____ only) in aggregate and it shall remain in full force upto and including 60 days after _____ unless extended further (indicate the last date of validity period) from time to time, for such period as may be instructed in writing by M/s _____ on whose behalf this guarantee has been

given, in which case, it shall remain in full force upto and including 60 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 60 days from _____ or (indicate the last date of validity period) before the expiry of 60 days after the expiry of extended period, if any, if no such claim has been received by us within 60 days after the said date/extended date, the rights of the Organisation under this guarantee will cease subject to para 8. However, if such a claim has been received by us within and upto sixty days after the said date/extended date, all right of the organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the tenderer here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organisation a bank guarantee for Rs./ US Dollar _____ (in figure) Rupees/ US Dollars _____

only (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organisation by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date /extended date, rights, of the organization under this guarantee will cease. However if such a claim has been received by us within and upto 120 days after the said date/extended date all rights of the Organisation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8. The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in _____ and any other authority(indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee. The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country.

In witness where of the Bank, through its authorised officer, has sent its hand & stamp on this _____ day of _____ at _____ of _____ (month & year)

Lph

S. S. S. S.

10/10/2010

Witness No.1

Signature

Signature
(Full name and address in capital letters)

(Full name in capital Letters)
Designation with bank stamp

Witness No. 2

Signature
(Full name and address in capital letters)

Attorney as per power of attorney
No _____
Date _____

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR BID BOND

1. The bank guarantee should be stamped in accordance with Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. Clause 8 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 8 may be deleted and replaced by clause. The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction.
4. Please indicate the currency in which bank guarantee is being given Rs/US Dollars have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars' these terms may be deleted and replaced by relevant currency.
5. The period of sixty (60) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 7 should be available after the expiry of the validity period of the tender or any extension thereof.
6. The bank guarantee by Indian bidder will be given from Nationalised/scheduled Bank only. The foreign bidders will give Bank Guarantee from an Indian Bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from foreign bank acceptable to the Organisation will be considered.
7. In the case of guarantee by a foreign bank, these must be got confirmed by an Indian public sector bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.

[Handwritten signature]

[Handwritten signature]
S. V. ...
Director (A)